# PRODESSE PROPERTY GROUP RENTAL AGREEMENT

THIS AGREEMENT is entered into on 10/07/2023 by and between PRODESSE PROPERTY GROUP, "Management", as authorized agent for the Owner of the Premises, and Chathura Viswanath and Sudhir Subramanya "Resident".

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

- 1. PREMISES: Management rents to Flesident and Resident rents from Management for residential use only, the premises known as: 415 Casa Verde Way, #14, Monterey, CA 93940, "Premises".
- RENT AND FEES: Rent is due in advance on the first (1st) day of each and every month, at \$1,995.00 per month, beginning on 10/08/2023. Resident may be served with a THREE-DAY NOTICE TO PAY RENT OR QUIT any time after the first day of the month irrespective of the existence of the late charges as set forth herein. If such notice is served after the 5th of the month it may include the late charge (or NSF charge, if applicable) which charges, as set forth below, are payable as additional rent. Any time rent is paid after the tenth (10th) day of the month, for whatever reason, Resident agrees that payment must be in the form of a cashier's check or money order. Any time Management serves a THREE-DAY NOTICE TO PAY RENT OR QUIT, regardless of the date upon which the notice is served, Resident agrees that the payment called for by the notice must be in the form of a cashier's check or money order. Pursuant to California Civil Code Section 1719, if Resident passes a check on insufficient funds, Resident will be liable to Management for the amount of the check and a service charge of twenty five (\$25.00) dollars for the first check passed on insufficient funds, and \$25.00 for each subsequent check passed on insufficient funds. Management may, at Management's discretion, require subsequent rental payments made by and/or on behalf of Resident to be made in the form of a cashier's check or money order, including the payment made to replace the unpaid check. It is Resident's responsibility to be certain that each payment is actually received by Management on or before its due date. The parties accordingly agree that, any time the rent for any given month is paid after the 5th day of such month, including replacement funds to cover an insufficient funds payment (NSF), Resident will in that month pay to Management, as additional rent due, a late charge in the sum of seventy-five (\$75.00) dollars. The parties agree that this late charge is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by Management to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent.
- TERM: The term of this Agreement is for 12 month(s), beginning on 10/08/2023 and ending on 10/07/2024, at which time this Agreement shall terminate without further notice. Any holding over by Resident after termination shall entitle Management to initiate legal proceed ngs to recover possession of Premises. A "month-to-month" tenancy subject to the terms and conditions of this Agreement shall be created only if Management accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon Management of a written 30-day Notice of Termination. Except as prohibited by law, that month-to-month tenancy may be terminated by Management by service upon Resident of a 60-day Notice of Termination of Tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", Management may terminate the tenancy by service upon Resident of a written 30-day Notice.

For units subject to AB1482 just cause, Civil Code 1946.2(a) provides that "after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) all of the tenants have continuously and lawfully occupied the residential real property for 12 months or more; or (2) one or more tenants have continuously and lawfully occupied the residential real property for 24 months or more." "Just cause" to terminate the tenancy includes termination "if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property."

DELAY OF POSSESSION: Resident understands that, for reasons beyond the control of Management, Management may not be able to provide occupancy to Resident on said commencement date (if, for example a former Resident of the Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date). If, for any reason. Management is unable to provide occupancy to Resident by the scheduled commencement date, Resident's remedy in this event shall be limited to termination of this agreement and Resident shall in this event be entitled to a prompt refund of any monies paid. Management shall have no liability to Resident in this event other than the responsibility to promptly refund any monies paid.

Resident Initials: CV

Guarantor Initials: 55

- 5. MOVE-IN FUNDS: Resident shall pay to Management, before taking occupancy of the Premises, the sum of \$4,990.00. This amount is composed of the following sums: \$1,995.00 as rent and \$2,995.00 as security deposit. Management may require that this entire sum be paid in the form of cashier's check or money order. If Management accepts a personal or other non-certified check and said check is, for any reason whatsoever, returned unpaid by the bank upon which drawn, the entire amount shall immediately become due and payable and shall be considered rent so that Management may serve a Three Day Notice to Pay or Quit for the entire amount and, if Resident does not comply with said notice, Management may utilize unlawful detainer procedures to recover possession of the Premises and monetary damages from Resident. If Resident is required to pay six (6) months rent in advance at move-in to satisfy the rental qualification requirements, that amount is reflected above.
- 6. **PRO-RATED RENT:** In the event that Resident takes occupancy of the Premises on any day other than the first day of the month, Resident shall pay the sum of \$1,529.50, thirty days after taking occupancy of the Premises, as and for the pro-rated amount of rent to cover the period through the final day of the second month of occupancy. Commencing with the following month, a full month's rent shall be due each month on or before the first day of the month as set forth in Paragraph #2 above. In the event of a conflict between the amount set forth in this paragraph and the amount which an arithmetic computation would yield based upon the rental rate set forth in Paragraph #2 above divided by thirty with the result multiplied by the number of days in the pro-ration period, the amount determined by said arithmetic computation shall govern (i.e., if the amount set forth in this paragraph is computed incorrectly, any such arithmetic error shall not be binding the amount owing shall be the amount resulting from a correct arithmetic computation of the pro-rate). In all instances where a pro-rated amount of rent is computed during this tenancy, a thirty-day month shall be assumed irrespective of the actual number of days in the month for which pro-ration is computed.
- 7. CHECK CONVERSION AND ELECTRONIC SIGNATURE: Resident understands that Management may covert any payments received into electronic funds transfer (EFT). Resident will not receive their original check back and Management will destroy the original check after 60 days. Resident and Management may enter into this Agreement by electronic means, although traditional hard copies with west signatures may be used instead at the option of Management.
- 8. OCCUPANTS: The Premises shall be occupied by the following named person(s):

Name: Chathura Viswanath, DOB: 10/09/1995 Name: N/A, DOB: N/A
Name: N/A, DOB: N/A
Name: N/A, DOB: N/A

Name: N/A, DOB: N/A
Name: N/A, DOB: N/A
Name: N/A, DOB: N/A

Occupancy of the Premises shall be limited to those persons listed on the Rental Agreement. No other persons have permission to occupy the Premises unless such permission is in writing and signed by Management or its authorized agent. The acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of Resident named above, and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named above make any claim to right of possession of the Premises, any such person shall be deemed the guest or invitee of the named Resident and their claim to right of possession shall be denied. Amy person named above in this Paragraph #8 who is not also named above as Resident and/or who is not a signatory to this Rental Agreement shall be deemed to occupy the Premises under the named Residents who are signatories to this agreement and shall thus be deemed the invitees of said named Residents. Accordingly, should any such individual not be named in any unlawful detainer action to regain possession of the Premises, and should any such individual thereafter make a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Residents and does not have an independent claim to right of possession of the Premises. If the household composition changes such that the number of occupants exceeds the industry standard occupancy limit of, two persons per bedroom plus one, or a community specific occupancy limit, Resident agrees that such over-utilization shall be grounds for Management to terminate this Agreement, solely at the option of Management.

Resident Initials:

Guarantor Initials:

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- 9. COMPLIANCE WITH APPLICABLE LAWS: Resident agrees not to permit the Premises to be used for any purpose which violates local, state or federal law, or engage in any illegal acts upon the Premises or upon the grounds of the Premises or the community of which the Premises are a part. Resident shall not violate any Governmental law in the use of Premises, commit waste or nuisance, annoy, molest or interfere with any other resident or neighbor.
- SUBSIDIZED HOUSING / HOUSING AUTHORITY: In all cases, when Resident is participating in a voucher program with the Housing Authority, the HUD Tenancy Addendum is incorporated by reference into the Rental Agreement.
- 11, UNLAWFUL ACTIVITY: Resident, Occupants and any guest or other persons under Resident's control shall not
  - (a) engage in criminal activity, including drug-related criminal activity, on or near Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C.802).
  - (b) engage in any act intended to fac litate criminal activity, including drug-related criminal activity, on or near Premises or property.
  - (c) permit the Premises or property to be used by any person for, or to facilitate, criminal activity, including drug-related criminal activity, engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near Premises and property or otherwise.
  - (d) engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near Premises or property.
  - (e) engage in any criminal activity on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the cwner of the residential real property.
  - (f) use the Premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
  - A single violation of any of these provisions shall be deemed a serious and material violation of this Agreement. It is understood and agreed that a single violation shall be good cause for termination of this Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
- 12. COMPLIANCE WITH THE RULES: House Rules are incorporated into and made part of this Agreement. Resident agrees to abide by said House Rules in all respects. House Rules may be changed upon thirty days' written notice and Resident hereby agrees to abide by any such changes. Failure to comply with the House Rules shall be deemed a breach of this Agreement.
- 13. REPAIRS AND ALTERATIONS: Except as provided by law, no repairs, decorating or alterations shall be done by Resident, without Management's prior written consent. Resident shall notify Management in writing of any repairs or alterations contemplated. Decorations include, but are not limited to, painting, wallpapering, hanging of murals or posters. Resident shall hold Management harmless as to any mechanics lien recordation or proceeding caused by Resident.
- 14. ACCEPTANCE OF THE PREMISES: Resident has inspected the Premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
- 15. **DUTY TO CLEAN AND VENTILATE**: Resident acknowledges that mold and mildew can grow in the Premises if the Premises is not properly maintained and ventilated. Resident agrees to regularly allow air to circulate in the Premises by using the bathroom fan and ceiling fan where available and regularly opening the windows and/or sliding doors where available. Resident also agrees to clean all toilets, sinks, countertops, showers, bathtubs and tile or vinyl floors with a household cleaner on at least a bi-weekly basis. Resident must notify Management immediately in writing whenever Resident learns of any condition which could lead to a build up of moisture in Premises, and if Resident notices mold, mildew or other organic growth in the Premises.
- 16. PETS AND LIQUID-FILLED FURNITURE: Without Management's prior written permission, no bird or animal, no waterbeds or liquid filled furniture shall be kept or allowed in or about said Premises.

Resident Initials: CV
Guarantor Initials: CS

- 17. RESPONSIBILITY FOR DAMAGES: Except as prohibited by law, Resident shall keep the Premises and furniture, furnishings and appliances, yard and landscaping, if any, and fixtures which are rented for Resident's exclusive use in good order and condition. Resident shall pay Management for costs to repair, replace or rebuild any portion of the Premises damaged by Resident, Resident's guests or invitees. Damage shall include physical damage and consequential damage such as the build-up of moisture, mold, mildew or other organic growth caused by the actions or the failure of Resident, Resident's guests or invitees to properly clean or allow air circulation as more fully described in Paragraph 14. Resident's property is not insured by Management.
- 18. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: Trash. In the event Resident fails to pay any utility charges which are to be paid by Resident, Management may at its option, pay such charges to retain continuing utility service. In the event that Management does so, any such charges may be billed to Resident by Management and said billing shall become due and payable, in full, as additional rent together with the regular monthly rental payment on the first day of the month following the date of such billing.
- 19. **SECURITY DEPOSIT:** Resident shall pay to Management, as security, the sum of \$2,995.00. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code section 1950.5 and any other applicable statutes. Management shall not be obligated to pay Resident interest in connection with such security. It is understood that the security deposit is applicable to all Residents jointly, and need not be accounted for until the permissible statutory period after such time as all Residents have vacated the Premises. Any refund due at such time may be made payable jointly to all Residents and it shall be the responsibility of all Residents to work out between themselves the manner of dividing said deposit. In the event that Management chooses to make the refund to any of the Residents individually (which need not be done until the statutory time has elapsed after all Residents have vacated the Premises), in legal contemplation the payment shall be deemed to have been made to all Residents and Management shall have no liability to any Resident for failure of any other Resident to equitably divide any such refund.
- 20. **RECYCLING**: Management is required by state law to recycle as one of the first actions under the state's plan to reduce greenhouse gas emissions. In addition to providing recycle services to Residents, Management will provide recycling of organic waste (composting). Resident agrees to cooperate with Management's efforts to comply with recycling and composting laws and to sort recyclables and organic material from garbage if required. The amount of sorting required may vary by local waste hauler. Management will provide Resident with instructional material from the waste hauler and be available to provide additional information upon request.
- 21. WATER CONSERVATION: The State Water Resources Control Board prohibits all Californians from: washing down driveways and sidewalks; watering outdoor landscapes that cause excess runoff; using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle; and using potable water in a fountain or decorative water feature, unless the water is recirculated. Many local water boards have additional restrictions. Local information is available at <a href="http://www.acwa.com/drought-response/">http://www.acwa.com/drought-response/</a>. Management may provide Resident's name and address to the local water agency for the purpose of notification and enforcement of water use restrictions. Nothing herein is deemed to be authorization of, or consent by Management to water usage that is not otherwise authorized by this Agreement. Resident shall be aware of and comply with local and state water use restrictions and promptly pay any fines or other costs occasioned by water use violations artributed to Resident's tenancy or the conduct of Resident, Resident's guest(s), or other invitees at the Premises, including any fines or costs levied against Management.
- 22. MISSTATEMENTS ON APPLICATION: Resident has completed an application in connection with securing this Rental Agreement. Management has relied upon the statements set forth in said application in deciding to rent the Premises to Resident. It is agreed that, should Management subsequently discover any misstatements of fact in Resident's application, any such misstatements shall be deemed a material and incurable breach of this Rental Agreement and shall entitle Management to serve Resident with a three-day notice terminating the tenancy.

Resident Initials:

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Guarantor Initials:

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- 23. **LIABILITY:** Management shall not be liable to Resident or to any guests or invitees of Resident for any damage or losses to person or property arising from any cause including, but not limited to, theft, burglary, assault, vandalism, firm, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other cause not directly caused by the willful acts of Management. In addition, Management shall not be liable to Resident for any damage, loss, anxiety, or stress resulting from behavior of a neighbor resident, their guest or invitee, that is contrary to this agreement and as long as Management is aware of the offending behavior, and is making reasonable attempts to remedy the behavior. Resident acknowledges and accepts that Management is limited in its remedies by state and local laws such as AB1482 Tenant Protection Act of 2019.
- 24. **RENTERS INSURANCE**: Resident agrees to obtain Renter's Insurance in an amount no less than \$100,000 general liability coverage with Prodesse Property Group listed as an interested party. It is strongly recommended that Resident also obtain coverage in an amount sufficient to cover any personal possessions of Resident together with a reasonable level of liability coverage for the actions of Resident or Resident's guests or invitees.
- 25. SUBORDINATION: This Rental Agreement and all rights of Resident arising hereunder are expressly agreed to be subject and subordinate in all respects to the len of any present or future mortgages which are or may be placed upon the property of Management or assigns of Management and to all other rights acquired by the holder of any such mortgage(s). As used herein, the term "mortgage" shall include deeds of trust or any similar security interest.
- 26. SUCCESSORS IN INTEREST: If the property is sold or the ownership interest otherwise transferred, the successor in interest of Management shall be deemed the assignee of all rights arising hereunder, and shall be entitled to enforce the provisions of this Rental Agreement as against Resident. Nothing in this provision shall be construed as conflicting or superseding the foregoing subordination clause (Paragraph # 22 above) or as requiring a continuation of the tenancy in the event of a foreclosure or other involuntary transfer of ownership.
- 27. SATELLITE DISH: If Resident chooses to install an individual satellite dish at the Premises, it must be one meter [approximately 3 feet, 3 inches] or less in diameter or a traditional stick type antenna. Resident may not install a satellite dish or antenna in any common areas; drill holes through walls, roofs, railways or glass; or mount a satellite dish/antenna in a manner that will cause more than ordinary wear and tear to the Premises.
- 28. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to the provisions of the Rental Agreement. This provision shall be interpreted in its strictest sense irrespective of the relative hardship to the parties.
- 29. ATTORNEY'S FEES: If any legal action or proceeding shall be brought by either party to enforce any part of this agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.
- 30. DISCLOSURE REGARDING MANAGEMENT AND NOTICES: Notice upon Owner or Management may be served upon: PRODESSE PROPERTY GROUP at: 655 Mariners Island Boulevard, Suite 301, San Mateo, CA 94404. Said person is authorized to accept legal service on behalf of Owner and Management. Any notice, which Management gives to Resident, shall be deemed properly served (whether or not actually received by Resident) if served in the manner prescribed in Code of Civil Procedure section 1162. If Management fails to serve the notice in accordance with the provisions of Code of Civil Procedure section 1162, but Resident actually receives the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any Resident of the Premises shall be deemed valid service upon Resident it is not necessary to individually serve each Resident.
- 31. **WAIVER:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breech. The receipt by Management of the rent with the knowledge of any violation of a covenant or condition hereto shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Rental Agreement.

Resident Initials:

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- 32. ACCESS TO PREMISES AND PRIVACY: Management or its agents or employees may enter the Premises: a) In case of emergency, or b) when Resident has abandoned or surrendered the Premises, or to make necessary inspections or agreed repairs, decorations, alternations, improvements, to supply necessary or agreed services, or to exhibit the dwelling unit to prospective or actual purchasers, lenders, residents, workmen or contractors, provided Resident is given reasonable notice of Management's intent to enter, with entrance during normal business hours (8:00 a.m. to 6:30 p.m., Monday through Saturday, except hol days). Twenty-four hours shall be presumed to be reasonable notice, in absence of evidence to the contrary. Management will maintain Resident's privacy to the best of Management's ability and will not give out personal information about Resident without Resident's written permission or unless legally required to do so. Management may use Resident's name, phone number and addresses in the course of providing services and managing the Premises and Resident hereby authorizes Management to do so. Management will not sell Resident's personal information. Management may, during the course of business photograph a deficiency, repair item, or habitability issue to use for documentation. Management permission to take such photographs.
- 33. **ASSIGNMENT AND SUBLETTING:** No portion of said Premises shall be sublet nor this agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Management, be an irremediable breach of this agreement. Resident may not advertise to rent or rent the Premises, or any portion of the Premises, on any website for any length of time.
- 34. **MEGAN'S LAW DATABASE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <a href="https://www.meganslaw.ca.gov">www.meganslaw.ca.gov</a>. 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.
- 35. **ATTACHMENTS / ADDENDA:** By initialing below, Resident acknowledges receipt of all the indicated attachments, copies of which are attached hereto by reference and are incorporated herein as though fully set forth at length.

House rules Addendum, Cleaning, Repair & Replacement Charge Guidelines, MoveIn/MoveOut Inspection Statement, Mold Addendum Notification, Pesticide Notice, Bed Bug Addendum, Deferral Addendum, Renters Insurance Addendum, Electric Gate Opener Addendum, Smoke Free Addendum

Resident Initials: CV
Guarantor Initials:

36. **PROPOSITION 65 WARNING:** Pursuant to California Health & Safety Code 25249.5 and 25249.6, Management provides this warning notice to Resident and adult occupants in Premises:

Chemicals known to the State of California to cause <u>cancer and birth defects or other reproductive harm.</u>
Lead-based Paint

!! WARNING: Paint chips and dust from lead-containing paint on the property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your Landlord or building manager about how and when you could be exposed to this chemical in your building. For additional information go to <a href="https://www.P65Warnings.ca.gov/apartments">www.P65Warnings.ca.gov/apartments</a>.

Plastic and Vinyl Items - Di(2-ethylhexyl)phthalate

I! WARNING: Plastic and vinyl items, such as flooring, mini-blinds, wallpaper, cables and coating on wires on this property can expose you to di(2-ethylhexyl)phthalate which is know to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your Landlord or building manager about how and when you could be exposed to this chemical in your building. For additional information go to <a href="https://www.P65Warnings.ca.gov/apartments">www.P65Warnings.ca.gov/apartments</a>.

There may be other chemicals known to the State of California to cause cancer and birth defects or other reproductive harm on the property and the Premises.

Resident Initials:

- 37. WELFARE CHECK: If during Resident's tenancy, Management becomes aware of a situation where Resident is suspected to be in medical distress, after exhausting all efforts to reach Resident and their emergency contact(s). Management may make an emergency entry into the Premises with law enforcement present to ascertain the health and wellbeing of Resident. Resident agrees to keep Management's records of contact information for themselves and their emergency contact(s) up to date to avoid this potential emergency entry.
- 38. ENTIRE AGREEMENT: This agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signing by all parties. Neither Management, nor an agent or employee of Management has made any representations or promised other than those set forth herein.
- 39. CREDIT REPORTING: As required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.
- 40. PARAGRAPH HEADINGS: The paragraph headings are inserted only for convenience and are not intended to define or limit the scope or intent of any clause.

# SIGNATORIES:

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

ACCEPTED BY: 10/8/2023

10/8/2023 Date 10/8/23 Date Sudhir Subramanya, Guarantor

Prodesse Property Group

# PRODESSE PROPERTY GROUP HOUSE RULES ADDENDUM

# **GENERAL**

- 1. This agreement is an addendum and part of the Rental Agreement between Management and Resident.
- 2. New rules and regulations or amendments to these rules may be adopted by Management upon giving 30 days written notice to Resident. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of resident rights. They will not be unequally enforced. Resident is responsible for the conduct of guests and the adherence to these rules and regulations at all times.

# LOCK OUTS

- Premises must have original locks and all keys must be returned. A fee of \$120.00 will be charged to replace door locks if keys are lost.
- During normal business hours, Resident may contact Management for assistance. If staff is available at or near the Premises, Resident will be provided access to the Premises with proper identification at no charge to Resident. Management cannot guarantee staff will be available.
- 3. After normal business hours, but prior to 9:00 p.m., Resident may contact Management for assistance. If there is on-site staff at the property and they are available, the on-site staff will provide access to Resident with proper identification and a \$50.00 lock-out fee will be charged to Resident. Management cannot guarantee on-site staff will be available.
- 4. After 9:00 p.m., no lock out service is provided.
- 5. In the event that Management cannot provide assistance, Resident may choose to contact a local locksmith at Resident's expense. The repair of any damages to the Premises caused by Resident or locksmith as well as the cost for duplication of keys shall be at Resident's expense. Alterations to the interior or exterior lock(s) on the Premises are not permitted. If a new lock is installed to remedy the lock out, Resident must furnish Management with a copy of the new key within 48 hours.

# **NOISE & CONDUCT**

- Resident shall not make or allow any disturbing noises in the Premises by Resident, family or guests, nor permit anything by such persons that will interfere with the rights, comforts or conveniences of other persons.
- 2. All musical instruments, television sets, stereos, radios, etc., are to be played at a volume that will not disturb other persons.
- The activities and conduct of Resident, Resident's guests and minor children of Resident or Resident's guests, outside of the Premises on the common grounds, parking areas, or any recreation facilities must be reasonable at all times and not annoy or disturb other persons.
- 4. No lounging, visiting or loud talking that may be disturbing to other persons will be allowed in the common areas between the hours of 10:00 p.m. and 8:00 a.m.

# **CLEANLINESS & TRASH**

- 1. The Premises must be kept clean, sanitary and free from objectionable odors.
- 2. Resident shall assist Management in keeping the outside common areas clean.
- No littering of papers, cigarette butts or trash is allowed.
- No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 5. Garbage is to be placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers on a daily basis. Boxes must be broken down before being placed in the container. Resident shall be responsible at Resident's expense for hauling those items too large to fit in the trash container. Resident shall cooperate with any recycling or composting efforts put in place by Management to satisfy local laws.
- 6. Furniture must be kept inside the Prem ses. Unsightly items must be kept out of vision.
- 7. Personal property shall not be left in hallways, walkways, driveways, parking spaces, carport spaces or other common areas.
- 8. Clothing, curtains, rugs, etc. shall not be shaken or hung outside of any window, ledge or balcony.

Resident Initials:

# PRODESSE PROPERTY GROUP HOUSE RULES ADDENDUM (CONTINUED)

# CLOTHESLINES/DRYING RACKS

If the Premises has a private patio, deck or balcony which is enclosed by a fence, railing or other structure, Resident is permitted to hang clothing, blankets or other laundry on the patio, deck or balcony subject to the following rules and conditions:

- No clotheslines or drying racks may be affixed or attached in any manner tot any portion of the building, fence, railing, wall, building support structure or light fixture.
- 2. Drying rack must be free standing and no higher than the patio, balcony or deck fence or railing.
- 3. Items must be removed from clotheslines and drying racks within 24hrs of putting on line or rack.
- 4. Drying racks may not block any entrance or exit, create a health or safety hazard, interfere with walkways or utility service equipment, or interfere with maintenance of the property.
- Clothes may not be draped over fence or balcony railings or hung from any building fixtures.
- 6. If the patio or balcony is not enclosed by a fence, railing or other structure, Resident is not permitted to hang clothing, blankets or other laundry on the patio, balcony or deck.

# SAFETY

- 1. All doors must be locked during absence of Resident.
- 2. All appliances must be turned off before leaving the Premises.
- 3. When leaving for an extended period, Resident shall notify Management of how long Resident will be away.
- 4. If someone is to enter the Premises during Resident's absence, Resident shall give Management written permission beforehand to let any person in the Premises and/or provide the name of person or company entering.
- Smoking is prohibited by law in any common area of the property, including stairways, interior and exterior hallways, laundry rooms, elevators, recreation room, swimming pool and fitness areas, and mailbox area. If smoking is permitted inside the Premises, smoking in bed is always prohibited.
- 6. The use or storage of gasoline, cleaning solvent or other combustibles in the Premises, storage lockers, or other common area is prohibited.
- 7. The use and storage of charcoal and liquefied petroleum gas (LPG) barbeques with a propane fuel container size greater than one-pound capacity are prohibited on balconies, patios and decks of any residential structure having more than two dwelling units. Electric barbeques may be used. It is also prohibited to transport Propane containers greater than one-pound capacity inside the common building areas (i.e. enclosed interior stairways and elevators).
- 8. When a fire blanket has been provided in the Premises, Resident is responsible to keep the fire blanket in the same location throughout the tenancy. Resident is required to notify Management if the fire blanket is missing or has been used so a replacement blanket can be installed. Resident will be charged \$12.00 for a missing or used fire blanket.
- 9. No personal belongings, including bicycles, play equipment or other items may be placed in the halls, stairways or about the common area.
- 10. A responsible adult must supervise children in the Premises and anywhere on the property at all times.

# **MAINTENANCE, REPAIRS & ALTERATIONS**

- Resident shall advise Management, in writing, of any items requiring repair (dripping faucets, light switches, etc.).
   Notification should be immediate in an emergency, and for normal problems reported promptly during business hours.
   Repair requests should be made as soon as the defect is noted.
- 2. Repair requests should not be made directly to maintenance people or other such personnel.
- Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident negligence or improper usage are the responsibility of Resident. Payment for corrective action must be paid by Resident on demand.
- 4. Resident shall make no alterations or improvements without the consent of Management. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of Resident. Resident shall be liable for any repairs necessary during or after residency to restore Premises to the original condition. Glue or tape shall not be used to affix pictures or decorations.
- 5. Resident shall not move or remove any large appliances provided by Management without written consent from Management. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners or other large appliance not provided by Management, without prior written consent from Management.

Resident Initials:

DDC Dantal Agrooment

# PRODESSE PROPERTY GROUP HOUSE RULES ADDENDUM (CONTINUED)

# **PARKING**

Resident is assigned parking space/tag number: . Resident acknowledges that Management retains the right to change Resident's parking space any time during Resident's tenancy with a thirty-day written notice to Resident. Parking in the driveways is prohibited. All guests must park on the public street. Vehicles parked on the property must have current registration, be operable and in condition to operate safely on the highway, and be kept clean as to not appear abandoned. Vehicles may not be backed into carports or garages and may not be stored on the property. Resident's assigned parking space may include a storage locker. Resident is responsible to secure the storage locker with Resident's own lock. Resident understands and agrees that repairing or washings of vehicles is strictly prohibited in the parking areas, parking spaces and any other common area of the property. Resident will park only the following vehicle(s) in the assigned parking space:

First Vehicle: N/A Second Vehicle: N/A

# LAUNDRY

Laundry facilities have been provided for convenience only. Heavy articles are not allowed in washing machines. MANAGEMENT ASSUMES NO RESPONSIBILITY FOR USE OF LAUNDRY EQUIPMENT.

# **ASBESTOS WARNING**

The Premises may contain asbestos, a chemical known to the state of California to cause cancer and/or birth defects and other reproductive harm. These hazardous substances may be contained in some of the original building materials and in some of the products and materials used to maintain the Premises. Disturbance or damage to certain interior unit surfaces may increase the potential exposure to these substances.

# (POSTED IN ACCORDANCE WITH PROPOSITION 65 CALIFORNIA HEALTH AND SAFETY CODE 25249.5 ET SEQ.)

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

Resident Initials:

ODC Pontal Agranmans

# PRODESSE PROPERTY GROUP HOUSE RULES ADDENDUM (CONTINUED)

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

ACCEPTED BY:	
Chathura Command	101
Chathura Viswanath	Date

0/08/2023 Date /2023 Date /1/8/23

Sudhir Supramanya, Guarantor

Prodese Property Group

DDC Dontal Arragment

# PRODESSE PROPERTY GROUP MOVE-OUT CLEANING, REPAIR & REPLACEMENT CHARGE GUIDELINES

# Cleaning and Repair Charge Guidelines

If, prior to moving out, Resident does not clean the items listed below and leave them in satisfactory working order, the following charges will be deducted from Resident's security deposit or owed to Management if Resident's security deposit is insufficient to cover the charges. Resident will be charged the actual cost incurred by Management for the cleaning, repair or replacement of items in the Premises. The prices given for the items listed below are guidelines only and may or may not be equal to the actual charges incurred. If Management incurs a higher cost for cleaning or repairing an item, Resident will be responsible for paying the higher cost. Please note that this is not an all-inclusive list; Resident may be charged for cleaning or repairing items that are not on the list.

Premises C	leaning	Carpet Cleaning	Miscellaneous Cleaning
Studio	\$130	Studio \$80	Mini Blinds \$10/blind
1 x 1	\$170	1 x 1 \$125	Vertical Blinds \$10/blind
2 x 1	\$200	2 x 1 \$155	Trash/load \$75
2 x 2	\$250	3 x 2 \$185	Contact Paper \$75
3x2	\$290	Deflea \$70	Odor Elimination \$200

# **Painting Charge Guidelines**

Resident will be responsible for the actual costs. The following schedule will be used to discount for wear and tear and determine Resident's portion of the cost.

	% of Cost		% of Cost
Length of Stay	<u>Charged</u>	Length of Stay	Charged
0-6 months	95%	21-22 months	55%
7-8 months	90%	23-24 months	50%
9-10 months	85%	25-26 months	45%
11-12 months	80%	27-28 months	40%
13-14 months	75%	29-30 months	35%
15-16 months	70%	31-32 months	30%
17-18 months	65%	33-34 months	20%
19-20 months	60%	35-36 months	10%

# Replacement Charge Guidelines

If any items are missing or damaged to the point that they must be replaced when Resident moves out, Resident will be charged for the current cost of replacement, including labor and service charges. For items such as carpet, plank-flooring and blinds, Management will use a Lost Use Calculation to determine Resident's portion of replacement cost. A representative list of replacement charges is provided below. These are guidelines for prices that include estimated labor and material. If Management incurs a higher cost for replacing an item, Resident will be responsible for paying the higher cost. Please note that this is not an all-inclusive list; Resident may be charged for the replacement of items that are not on the list.

Toilet	\$350	Smoke Alarm	\$95	Interior Doors	\$210
Window Glass	\$150	Drip Pans (set)	\$115	Laminate Counter Tops	\$275
Patio Screens	\$110	Mail box key	\$70	Light Bulbs	\$4
Window Screens	\$95	Door lock & key	\$120	Mirrors	\$130
Shower Doors	\$350	Garage Opener	\$75	Blind Slats	\$45
Shower Rods	\$65	Fire Extinguisher	\$80	Light Fixture	\$150
Towel Rack	\$60	Refrigerator bin	\$150	Ceiling Fan	\$160

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

ACCEPTED BY: Josephanith

Chathura Viswanath

0/8/2023 Date

Sudhir Subramanya, Guarantor

Prodesse Property Group

VB/23

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# PRODESSE PROPERTY GROUP MOVE: IN / MOVE OUT INSPECTION STATEMENT

Resident(s): Chathura Viswanath and Sudhir Subramanya Premises: 415 Casa Verde Way, #14, Monterey, CA 93940

Date of Occupancy: 10/08/2023 Security Deposit Amount: \$2,995,00

By initialing below, Resident acknowledges and accepts that the Move In/Move Out Inspection Statement as seen here on page 14 and on page 15, will be completed by Management and Resident on the day that Resident takes possession of the Premises. Resident also acknowledges that the Move In inspection may be conducted on a Mobile App and will become part of the Rental Agreement. Management may not provide Resident with keys to the Premises until Management and Resident have completed and signed the Move In/Move Inspection Statement. In the event that Resident fails to complete and sign the Move In inspection, Management and Resident hereby agree that the condition of the Premises was acceptable and that there was no damage to the Premises at the time of Resident's move in.

Resident Initials: CV

Guarantor Initials: CV

THE FOLLOWING SMOKE DETECTOR(S) AND CARBON MONOXIDE DETECTOR(S) PORTION OF THE MOVE IN / MOVE OUT INSPECTION STATEMENT AND THE MOVE-IN SECTION OF THE INSPECTON STATEMENT ON THE FOLLOWING PAGE SHALL BE COMPLETED BY MANAGEMENT AND RESIDENT ON THE DAY THAT RESIDENT TAKES POSSESSION OF THE PREMISES:

# SMOKE DETECTOR(S)

- 1. The Premises are equipped with smoke detection device(s).
- Resident acknowledges the smoke detector(s) was (were) tested and its operation explained by Management in the
  presence of Resident at the time of initial occupancy and the detector(s) in the Premises was (were) working properly at that
  time.
- 3. Resident shall perform the manufacturer's recommended test at least once each week to determine if the smoke detector(s) is (are) operating properly.
- Initial ONLY IF BATTERY OPERATED:
   By initialing as provided, Resident understands that said smoke detector(s) and alarm is (are) a battery-operated unit and it shall be Resident's responsibility to:
  - A. Ensure that the battery is in operating condition at all times;
  - B. Replace the battery as needed (unless otherwise provided by law or if the detector includes a 10-year tamper proof or 10-year tamper resistant battery);
  - C. If, after replacing the battery, the smoke detector(s) does (do) not work, Resident agrees to inform Management immediately in writing; and
  - D. Resident hereby agrees to inform Management or Management's authorized agent immediately in writing of any defect, malfunction or failure of any detector(s).
- 5. If local law requires Management to test the smoke detector, Resident shall allow Management, or Management's agent, access to the Premises for that purpose.

# CARBON MONOXIDE DETECTOR(S)

- 1. If the Premises contains gas burning appliances, the Premises may be equipped with a carbon monoxide detection device.
- 2. Initial ONLY IF CARBON MONOXIDE DETECTORS ARE PRESENT IN THE PREMISES:
- 3. In the event that carbon monoxide detectors are present in the Premises, as noted by Resident's initials above, Resident acknowledges that the carbon monoxide detector was tested and its operation explained by Management in the presence of Resident at the time of initial occupancy and the detector in the Premises was working properly at that time.
- Resident shall perform the manufacturer's recommended test at least once each week to determine if the carbon monoxide detector is operating properly.

Resident Initials:

# PRODESSE PROPERTY GROUP MOVE IN / MOVE OUT INSPECTION STATEMENT (CONTINUED)

- Initial ONLY IF BATTERY OPERATED:
   By initialing as provided, Resident understands that said carbon monoxide detector and alarm is a battery-operated unit and it shall be Resident's responsibility to:
  - A. Ensure that the battery is in operating condition at all times;
  - B. Replace the battery as needed (unless otherwise provided by law or if the detector includes a 10-year tamper proof or 10-year tamper resistant battery);
  - C. If, after replacing the battery, the carbon monoxide detector does not work, Resident agrees to inform Management immediately in writing; and
  - D. Resident hereby agrees to inform Management or Management's authorized agent immediately in writing of any defect, malfunction or failure of any detector(s)
- If local law requires Management to test the carbon monoxide detector, Resident shall allow Management, or Management's agent, access to the Premises for that purpose.

Resident Initials:

CV

**Guarantor Initials:** 

SS

# PRODESSE PROPERTY GROUP MOVE IN / MOVE OUT INSPECTION STATEMENT (CONTINUED)

Resident(s): Chathura Viswanath and Sudhir Subramanya Premises: 415 Casa Verde Way, #14, Monterey, CA 93940

KITCHEN	MOVEIN	MOVE OUT	DOORS	MOVE IN	MOVE OUT
MICROWAVE			Door Runners		
STOVE			Latches/Locks		
Burners			DRAPES/BLINDS		
Drip Pan Rings			Living Room		<del>                                     </del>
Oven			Bedrooms		
Racks			Kitchen		
Broiler Pan			Dining Room		
Range Hood			ELECTRIC FIXTURES		<del>-</del>
REFRIGERATOR			Light Fixtures		
DISHWASHER		<del> </del>	Bulbs		
DISPOSAL			Switch Plates		
COUNTER AREA		<del></del>	CLOSETS		
Counter Top			Shelves		
Sink			Walls		ļ
Drains		<del>                                     </del>	Doors		
Faucets			Other		
CABINETS					
MECHANICAL			BATHROOMS		
Hot Water Heater			MEDICINE CAB.		
Furnace Unit			Shelves		
Air-Conditioner			Doors		,
			Mirror		
Air-Conditioner Filter			WALLS & TILE		
WALLS & CEILINGS			TUB & SHOWER		
Paint			Tub		
Paint			Shower Doors		
Paint			Shower Head		
			FIXTURES		
			Basin		
			Drains		
FLOORS			Faucets		
Kitchen			Counter Tops		
Bathroom(s)			Exhaust Fans		
			Bowl		
CARPETS			Towel Racks		
Living Room			Toilet Seat		
Bedrooms			Soap Dish		
Hall			PATIO/BALCONY		
			┪		
			STORAGE AREA		
WINDOWS			MISCELLANEOUS		
Glass			Keys		-
Screens		<del></del>	Fire Blanket		
Latches/Locks			TOTAL PROPERTY DAMAGES		\$

RESIDENT HEREBY ACCEPTS THE SUBJECT PREMISES TO BE IN GOOD CONDITION EXCEPT AS NOTED ABOVE.

MOVE-IN SIGNATURE:

MOVE-OUT SIGNATURE:

Date

Resident Signature(s)

Date

Resident Signature(s)

Date

By: Prodesse Property Group

Date

# PRODESSE PROPERTY GROUP TOXIC MOLD PROTECTION ACT & GENERAL MOLD NOTIFICATION ADDENDUM

THIS AGREEMENT is entered into or 10/08/2023 by and between Prodesse Property Group, "Management," and Chathura Viswanath and Sudhir Subramanya "Resident". This agreement is an Addendum and is part of the Rental Agreement between Management and Resident. Resident is renting from Management the premises located at 415 Casa Verde Way, #14, Monterey, CA 93940 "F'remises".

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

# TOXIC MOLD PROTECTION ACT

In accordance with the Toxic Mold Protection Act of 2001, Management is providing Resident with the attached four-page booklet titled, "Information on Dampness and Mold for Renters in California" published by the California Department of Public Health.

# GENERAL MOLD NOTIFICATION

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that Management has inspected the Premises prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the Premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the Premises, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify Management of any leaks, moisture problems, and/or mold growth.

- Resident agrees to keep the Premises free of dirt and debris that can harbor mold. 1.
- Resident agrees to immediately report to Management any water intrusion, such as plumbing leaks or drips. 2.
- Resident agrees to notify Management of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases 3. where the overflow may have permeated walls or cabinets.
- Resident agrees to report to Management any significant mold growth on surfaces inside the Premises. 4.
- Resident agrees to allow Manager ent to enter the Premises to inspect and make necessary repairs. 5.
- Resident agrees to use bathroom fans (if applicable) while showering or bathing and to report to Management any non-6. working fan.
- Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning. 7.
- Resident agrees to use all reasonable care to close all windows and other openings in the Premises when necessary to prevent outdoor water from penetrating into the Premises.
- Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold or mildew can grow on damp surfaces within 24 to 48 hours.)
- 10. Resident agrees to notify Management of any problems with the air conditioning or heating systems that are discovered by Resident.
- 11. Resident agrees to indemnify and hold harmless Management from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that Management may sustain or incur as a result of the negligence of Resident or any guest or other person living in, occupying, or using the Premises.

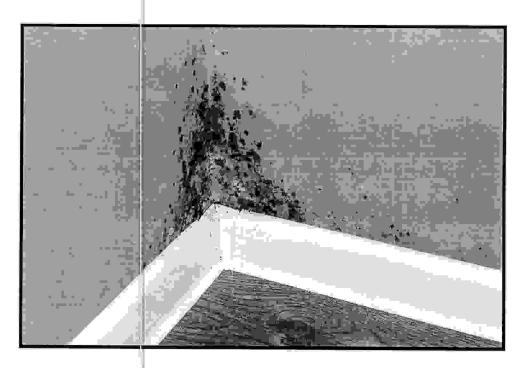
The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

ACCEPTED BY: Chathura Viswanath Sudhir Subramanya, Guarantor Prodesse Property Group

# Information on Dampness and Mold for Renters in California

# Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148)

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# Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

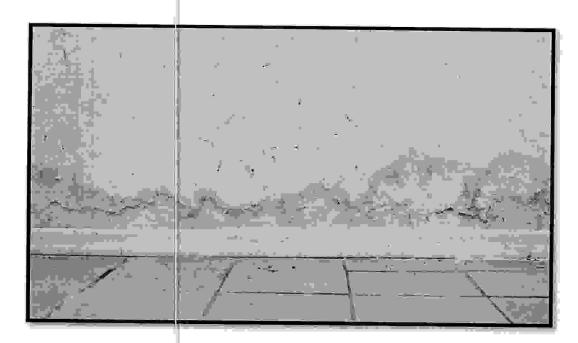
Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

# Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- visible mold (regardless of color), such as on wallsor ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- mold odor, noticed as an earthy, musty, or moldy smell
- visible water damage, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is why CDPH does not recommendtesting for mold, such as measuring mold spores in the air



# Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

# Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

# Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- · damp, exposed dirt in crawl spaces
- outdoor surfaces that slope ar d drain water toward a building, including from a downspout





# **Fixing Dampness and Mold Problems**

The California Health & Salety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is substandard and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

# **Renters in California**

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

- 1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
- 2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions—for instance, not using available bathroom ventilation during showers.
- 3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

# **Additional Resources**

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see <a href="www.cdph.ca.gov/iaq/mold">www.cdph.ca.gov/iaq/mold</a>. To see an animated video series, Mold in the Home, visit <a href="www.cdph.ca.gov/mold">www.cdph.ca.gov/mold</a>.

Property owners must provide a rental unit that is safe and healthy forthe people living in it.

Tenants must notify property owners of any dampness or mold problems.



# PRODESSE PROPERTY GROUP PESTICIDE NOTICE DISCLOSURE

THIS AGREEMENT is entered in on 10/08/2023, by and between Prodesse Property Group, "Management," and Chathura Viswanath and Sudhir Subramanya "Resident". This agreement is an Addendum and is part of the Rental Agreement between Management and Resident. Resident is renting from Management the premises located at 415 Casa Verde Way, #14, Monterey, CA 93940.

This is to inform you pesticides may have been applied in the past to the Premises and/or the apartment or building in which the Premises is located. California law requires that building owners and operators provide tenants with the following written notice concerning the application of pesticides:

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 the 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. If rodenticide ingestion occurs, you may experience symptoms of mild shock and or bleed anticoagulant reaction. If within 24 hours following application, you experience flu like symptoms, headaches, dizziness, nausea, tearing, coughing, nose and throat irritation or develop shortness of breath, double vision, unusual drowsiness and weakness, or tremors, contact your physician or Poison Control Center at (800) 986-4766 and the Property Manager immediately.

# For further information contact any of the following:

Poison Control Center	(800) 986-4766
County Health Department	(408) 918-3400
Santa Clara County AG Commissioner	(408) 918-4600
Alameda County AG Department	(510) 670-5232
San Mateo County AG Department	(650) 363-4700
Contra Costa AG Department	(925) 646-5260
Structural Pest Control Board	(800) 737-8188, 1430 Howe Ave, Sacramento, California 95825

The following pesticides are commonly used for the extermination of pests and wildlife. One or more of these materials may be used in, on, or around the Premises. You may request specific information from Management about which pesticides are to be applied and when they are to be applied.

19-3-10/0.20% Dimension (Dithiopyr)	Drive XLR8 (Dimethylamine Salt of Quinclorac)	PHOSPHO-Jet (Mono-and di- potassium salts of Phosphorous Acid)
24-3-8 w/Dimension (Dithiopyr)	Dragnet (Permethirin) FMC	Pignx Caulking Gel Pigeon (Capsaicin)
565 Plus XLO (Pyrethrins, Allethrin, Piperonyl Butoxide, Technical)	Drax (Orthoboric Acid) Waterbury	Precor 2000 Plus (Methoprene) Zoecon
960 Vector Fruit Fly Trap (Acetic Acid)	Drione (Pyrethrins) Aventis	Precor Fogger (Methoprene) Zoecon
AC 90 (Chlorphacinone) Bell Labs	ECO Exempt Jet (2-Phenethyl Propionate+Rosemary Oil)	PT 565 (Pyrethrin) Whitmire
ACE-Jet (Acephate)	Espanlade 200 SC (Indaziflam)	Perma-Dust PT240 (Boric Acid) Whitmire
Advance 375A Select & Advance 360A Dual Choice Bait (Abamectin B1)	Esplanade EZ (Indaziflam, Diquatl Dibromide, Glyphosate, Isopropylamine Salt)	Premise 75 & Premise Foam (Imidaloprid)
Advance Cockroach Bait (Dinotefuran)	Essentria D (2-Phenylethyl Propionate, Eugenol, Soybean Oil)	Prentox ExciteR (Piperonyl Butoxide Technical Pyrethrins)
Advance Gel Bait (Boric Acid) Whitmire	Essentria G Wellmark International	Pro Control Fogger Plus (Pyrethrins/Cyfluthrin) Whitmire
Advance Granular Carpenter Any Bait (Abamectin B1)	Essentria IC3 (Rosemary Oil, Geraniol, Peppermint Oil)	Pro Control Plus (Pyrethrins/Cyfluthrin) Whitmire

Resident Initials:

 $\frac{CV}{CV}$ 

Guarantor Initials:

SS

# PRODESSE PROPERTY GROUP PESTICIDE NOTICE DISCLOSURE (CONTINUED)

Evergreen (Pyrethrins)	Pro Foam Platinum (Sulfates Disodium Lauroampho Diacetate)
Exciter (Pyrethins, Piperonyl Butoxide)	ProCitra-DL (d-Limonene)
Exponent (Piperonyl Butoxide)	Prograss (Ethofumesate)
Foam Fighter (Dimethyl Silicone Fluid Elumsion)	Prosecutor Pro (Glyphosate)
Fumitoxin (Aluminum Phosphide) Pestcon Systems	Purge III (Pyrenthrins)
Fusilade II (Fluazifop-P butyl)	Pyronyl OR 3610 (Pyrethrin, PBO, Noctyl Bicycloheptene Dicarboximide)
Gallery 75 DF (Isoxaban)	Quickstrike Fly Abatement Strip (Nithiazine)
Garlon 4 Ultra (Triclopyr)	QuikPro (Glyphosate + Diquat dibromide)
Gentrol (Hydroprene) Zoecon	Quintox Mouse Seed Place Pacs (Cholecalciferol)
Gentrol IGR Concentrate (S-Hydroprene)	Rat-Out Gel (Garlic Oil, White pepper)
Gentrol Point Source Roach Control Device (S- Hydroprene)	Rejex-it (Methyl Anthranilate)
Gopher Getter (Strychnine) Wilco	Resolv Soft Bait (Bromadionlone)
Green Lawnger	Rodent Bait Oats (Chlorphacinone) King County
Harmonix (Pyrethrins) Bayer	RoundUp Custom (GLYPHOSATE, ISOPROPYLAMINE SALT)
Mole Patrol (Warfarin) Wilco	
	Rozol Pocket Gopher Bait
	(Chlorophacinone-Liphadione)
Labs	Safari 20 SG (Dinotefuran)
ZP Zinc Phosphide) Bell Labs	SFM-75 (Sulfometuron Methyl)
Headway G (Azoxystrobin)	Shatter (Hexaflumuron)
Heritage (Azoxystrobin)	Siege PBS (Hydrmethylnon)
Hot Foot Gel (Polybutene)	Sledgehammer (Halosulfuron-methyl)
IMA-Jet (Imidacloprid)	Sluggo (Iron Phosphate)
Imped Rods (Anhydrous Disodium Octaborate)	Sluggo Leaf Life (Iron Phosphate)
Invade Bio Foam (Ethyl Alcohol)	Snapshot (Trifluraline, isoxaben & isomers)
Invade Bío Cleaner (Citrus Oil)	SpeedZone Southern (Carfentrazone- ethyl, 2-4-D, 2-ethylhexyl ester, MCPP, Dicamba)
Invite Fruit Fly Trap (Pheromone)	Steri-Fab (Isopropanol)
Invite Multi Lure Oil (Grain Oil & Synthetic Pheromone)	Sureguard (Flumioxazin)
Kaput (Warfarin) Scimetrics	Suspend SC (Deltamethrin) Aventis
	Exciter (Pyrethins, Piperonyl Butoxide)  Exponent (Piperonyl Butoxide)  Foam Fighter (Dimethyl Silicone Fluid Elumsion)  Furnitoxin (Aluminum Phosphide) Pestcon Systems  Fusilade II (Fluazifop-P butyl)  Gallery 75 DF (Isoxaban)  Garlon 4 Ultra (Triclopyr)  Gentrol (Hydroprene) Zoecon  Gentrol IGR Concentrate (S-Hydroprene)  Gentrol Point Source Roach Control Device (S-Hydroprene)  Gopher Getter (Strychnine) Wilco  Green Lawnger  Harmonix (Pyrethrins) Bayer  Mole Patrol (Warfarin) Wilco  Rodent Bait Oats (Chlorphacinone) King County  ZP Tracking Powder (Zinc Phosphide) Bell Labs  ZP Zinc Phosphide) Bell Labs  Headway G (Azoxystrobin)  Heritage (Azoxystrobin)  Hot Foot Gel (Polybutene)  IMA-Jet (Imidacloprid)  Imped Rods (Anhydrous Disodium Octaborate)  Invade Bio Foam (Ethyl Alcohol)  Invade Bio Cleaner (Citrus Oil)  Invite Fruit Fly Trap (Pheromone)  Invite Multi Lure Oil (Grain Oil & Synthetic Pheromone)

Resident Initials:

Guarantor Initials: 55

# PRODESSE PROPERTY GROUP PESTICIDE NOTICE DISCLOSURE (CONTINUED)

Avitrol Whole Corn (4-Aminopyridine)	Kaput D (Diphacinone)	Rozol Pocket Gopher Bait (Chlorophacinone-Liphadione)
Aza-Sol (Azadirachtin)	Landmark XP (Sulfometuron methyl+Chlorsulfuron)	Safari 20 SG (Dinotefuran)
Azatrol (Azadirachtin)	Larva Lur (Propoxur)	SFM-75 (Sulforneturon Methyl)
Bandit (Imidacloprid)	Lesco Hort Oil (Mineral Oil)	Suspend Polyzone (Deltamethrin) Bayer
Banner Maxx II (Propiconazole)	Lesco Three-Way (2,4-D, MECOPROP-p and DICAMBA)	Talon-G Rodent Bait Pac (Brodifacoum Technical)
Bedlam (3-Phenoxbenzyl)	Liqua-Tox II (Sodium Salt of Diphacinone)	Talpirid (Bromethalin)
Bora-Care (Disodium Octaborate Tetrahydrate)	Maintain CF 125 (Methyl Ester Chloreflurenol, Flurecol-Methyl 1-2, 7-Dichloro-9- Hydroxyfluorene-9-Carboxylate)	Talstar EZ Granular (Bifenthrin) FMC
Borid (Boric Acid) Cline Buckner	Maxforce FC Ant Gel (Fipronil) Maxforce	Talstar Liquid (Bifenthrin) FMC
BP 100 or BP 300 (Pyrethrins) Whitmir	Maxforce FC Roach Gel (Fipronil) Maxforce	Taurus SC (Fipronil)
BTI Briquets (Bacillus Thuringlesis)	Maxforce Fly Spot Balt & Granular Balt (Imidacloprid)	Tempo Dust (Cyfluthrin) Bayer
Capstone (Aminopyralid, Triclopyr)	Maxforce Granules (Hydramethylnon) Maxforce	Tempo SC Ultra (Beta-Cyfluthrin)
Card-O-Vap 8 (Dichlorvos, DDVP)	Maxforce Impact (Clothianidin)	Temprid SC Insecticide (Imidacloprid/beta-Cyfluthrin) Bayer
CB 80 extra (Pyrethins) Waterbury	Maxforce Quantum (Imidacloprid)	Terad3 Ag Blox & Pellets (Cholecalciferol)
CB D Foam Aerosol (Deltamethrin)	Merit 75 WSP (Imidacloprid)	Termidor Dry & Termidor Foam & Permidor SC & Termidor HE (Fipronil)
Chase Granular Mole Gopher Repellant (Castor Oil USP, Sodium Lauryl Sulfate)	Microcare 3% CS (Pyrethrins, Piperonyl Butoxide, Technical)	Tengard & Tengard SFR (Permethrin)
Chloropricrin	Microcare (Pyrethrins) Whitmire	Terro Ant Liquid Bait (Sodium Tetraborate Decahydrate)
Clean Air Purge III (Pyrenthrins, Piperonyl Butoxide, Technical)	Milestone Spaeciality (Aminopyralid)	Timbor (Disodium Octaborate Tetrahydrate)
CimeXa (Amorphous Silica Gel)	Mole Patrol (Warfarin) Wilco	Transport GHP (Bifenthrin Acetamipred)
Cimi Shield - Soybean Oil	Mother Earth (Diatomaceous Earth) Whitmere	TREE-age (Emamectin Benzoate)

California law also requires persons exposed to substances (regulated under the Safe Drinking and Toxic Enforcement Act of 1986, commonly referred to as "Proposition 65", to be provided a clear and reasonable warning, as some of the pesticides listed above are chemicals regulated under Proposition 65. You are advised as follows:

WARNING: The area within the interior or exterior of the Premises may contain a substance known to the State of California to cause cancer, birth defects or other reproductive harm.

Resident acknowledges having read the above disclosures and pesticide list and understands that any of the pesticides listed may have been used at, on or within the Premises in the past and may also be used at, on or within the Premises in the future.

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

ACCEPTED BY:

Chathura Viswanath

Sudhir Subramanya, Guarantor

Prodesse Property Group

C/8/23

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# PRODESSE PROPERTY GROUP BED BUG ADDENDUM

THIS AGREEMENT is entered in on 10/08/2023, by and between Prodesse Property Group, "Management," and Chathura Viswanath and Sudhir Subramanya "Resident". This agreement is an Addendum and is part of the Rental Agreement between Management and Resident. Resident is renting from Management the premises located at 415 Casa Verde Way, #14, Monterey, CA 93940

# IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

It is the goal of Management to maintain the highest quality living environment for all Residents. Management has inspected the Premises prior to occupancy by Resident and knows of no bed bug infestation. Resident has 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. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

Information about bed bugs, pursuant to AB 551:

Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper color. When a bed bug feeds its body swells, may lengthen and becomes bright red, sometime making it appear to be a different insect. Bed bugs co not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives for about 10 months, Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

Bed bugs can survive for months without feeding.

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

Common signs and symptoms of a possible bed bug infestation:

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

For more information, see the Internet Websites of the U.S. Environmental Protection Agency and the National Pest Management Association.

http://www2.epa.gov/bedbugs

http://www.pestworld.org/all-things-bed-bugs/

By initialing as provided, Resident represents that all furnishings and other personal property that will be moved into the Premises are free of bed bugs. Resident Initials:  $\frac{CV}{SS}$ .

Resident agrees to maintain the Premises in a manner that prevents the occurrence of a bed bug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

- 1. Resident shall check for hitch-hixing bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter the Premises. 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.
- Resident shall remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.

Resident Initials: (V)
Guarantor Initials 55

# PRODESSE PROPERTY GROUP BED BUG ADDENDUM (CONTINUED)

- 3. Resident shall keep the Premises clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
- 4. Resident shall arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
- 5. Resident shall cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
- 6. Resident shall avoid using appliar ces, electronics and furnishings that have not been thoroughly inspected for the presence of bed bugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bed bugs. Never take discarded items from the curbside.
- 7. Resident shall report any problems immediately. Specifically, Resident shall:
  - Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from the Premises to adjacent property.
  - 2. Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- 8. Resident shall cooperate with pest control efforts. If the Premises (or neighboring property) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if the Premises is properly prepared. Resident will be given written instructions from the pest management professional and agrees to comply with their recommendations and all preparations necessary for treatment.

Resident agrees to reimburse Management for all bed bug related expenses including but not limited to attorney's fees and pest management fees that Management may incur as a result of an infestation of bed bugs in the Premises.

Resident agrees to indemnify and hold Management harmless from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that Management may sustain or incur as a result of the negligence of Resident or any guest or other person living in, occupying, or using the Premises.

It is acknowledged that Management shall r ot be liable for any loss of Resident's personal property as a result of an infestation of bed bugs. Resident further agrees that Resident's sole remedy to cover such losses shall be from personal property insurance purchased and maintained by Resident.

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

ACCEPTED BY:

| O/8/23 |
| Chathura Viswanath | Date |
| S |
| Sudhir Subramanya, Guarantor | Date |
| Prodesse Property Group | Date |
| Date | Date | D

# PRODESSE PROPERTY GROUP DEFERRAL ADDENDUM

THIS AGREEMENT is entered into or 10/08/2023, by and between Prodesse Property Group, "Management," and Chathura Viswanath and Sudhir Subramanya "Resident". This agreement is an Addendum and is part of the Rental Agreement between Management and Resident. Resident is renting from Management the Premises located at 415 Casa Verde Way, #14, Monterey, CA 93940 "Premises".

# IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

- Management hereby agrees to defer the sum of \$1,995.00 for the period of 1 month(s) from the monthly rent due and
  payable as described in the Rental Agreement. The rent deferral shall remain in effect until 10/07/2024. In the event that
  Resident is not in default in the performance of any obligation contained in the attached Rental Agreement, Management
  will forgive payment of the \$1,995.00 rent deferral on 10/07/2024.
- In the event of a default by Resident during the term of the Rental Agreement, all rent deferred shall immediately become due and payable concurrently with the regular monthly rent payment due.
- 3. Move-In Bonuses, Move-In Concessions and Move-In Specials are all Deferred Rent.
- If Management offers Resident deferred rent, Resident agrees to use the deferral towards the first full month of rent collected at move-in.
- 5. If Resident is pre-paying the rental agreement to qualify and is being given a move-in bonus, Management will apply the deferred rent to the first month's rent and the prepayment of rent to future charges.

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

ACCEPTED BY:

Chathura Viswanath

Sudhir Subramanya, Guarantor

Prodesse Property Group

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10/8/23 Date /

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# PRODESSE PROPERTY GROUP INSURANCE ADDENDUM

THIS AGREEMENT is entered into on 10/08/2023, by and between Prodesse Property Group, "Management," and Chathura Viswanath and Sudhir Subramanya "Resident". This agreement is an Addendum and is part of the Rental Agreement between Management and Resident. Resident is renting from Management the premises located at 415 Casa Verde Way, #14, Monterey, CA 93940 "Premises".

# IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

- 1. Resident understands that the property and liability insurance policies carried by Management and the owner of the Premises may not protect Resident's guests or any other occupants against loss or damage to personal property or belongings, or cover Resident's liability for loss or damage caused by Resident's actions, or those of Resident's guests or any other occupants of the Premises. Resident understands that by not maintaining a Renter's Insurance or Liability Insurance pol cy, Resident may be liable to Management, the owner of the Premises and others for loss or damage caused by Resident's actions or those of any occupant or guest of Resident in the Premises.
- 2. Resident agrees to purchase and maintain, at Resident's sole cost and expense, during the term of the Rental Agreement and any subsequent renewal periods, a standard type of Renter's Insurance policy or Tenant Liability Insurance policy issued by a licensed company of Resident's selection which provides limits of liability and fire coverage in an amount no less than \$100,000 on a per occurrence basis, which policy shall name Management and Travelers as an interested party and contain an endorsement requiring the insurer to give Management at least 30 days' written notice of any cancellation or expiration of the insurance policy "Required Insurance". Resident may obtain the Required Insurance coverage from any qualified insurance agent or insurance company of Resident's choice.
- 3. Tenant Liability Insurance does not protect Resident against loss or damage to Resident's personal belongings only a Renter's Insurance policy provides this protection. Tenant liability and fire insurance can provide Resident added financial security in the event of a fire or other event so that savings and future earnings of Resident will be protected up to the amount of coverage Resident elects to purchase. In addition, the selected policy may provide coverage for Resident's representation and defense in the event of a loss. Resident may, at Resident's option and sole discretion, elect to purchase a policy that provides additional coverage to cover any personal possessions of Resident in an amount that Resident determines is sufficient to protect Resident from losses to Resident's personal property.
- Resident agrees to request, at Resident's sole expense, a certificate of insurance from Resident's selected insurance carrier that lists Travelers and Prodesse Property Group, 655 Mariners Island Boulevard, Suite 301, San Mateo, CA 94404 as "interested party" on Resident's policy.
- 5. Resident agrees to provide written proof of insurance coverage to Management prior to taking possession of the Premises and prior to either the renewal of Resident's Rental Agreement term or prior to the expiration of insurance which Resident has placed to satisfy the terms of this Insurance Addendum. Resident agrees to renew and keep the appropriate level of insurance in place during the entire term of Resident's tenancy at the Premises. Resident further agrees that no lapse in coverage will occur and that Resident will renew or replace Resident's coverage prior to expiration.
- 6. If Resident does not maintain Required Insurance or if proof of Required Insurance, acceptable to Management in its reasonable discretion, is not provided to Management prior to occupancy of the Premises by Resident, or prior to any cancellation or expiration of such policy, then Resident is in breach of the Rental Agreement and Resident hereby agrees that in order to avoid such a breach, Management shall have the right, but not the obligation, to purchase replacement coverage and to charge Resident a fee to cover the expense for such insurance. The insurance requirement of this Rental Agreement may then be satisfied by Management, who may schedule the Resident's unit for coverage under the Management Placed Tenant Liability Insurance policy "MPTLI". The coverage provided under the MPTLI will include Required Insurance coverage listed above. An amount equal to the total cost to Management of adding Resident's unit to the MPTLI shall be charged back to Resident by Management, or Management's authorized representative. Some important points of this coverage, which Resident should understand are:
  - A) Management is the Named Insured under the MPTLI. Resident is an interested party under the tenant liability component of the MPTLI policy for liability arising from on-premises Bodily Injury and Property Damage up to the Limits of Liability appearing above.

Resident Initials:

**Guarantor Initials:** 

DOC Postal Agreement

# PRODESSE PROPERTY GROUP INSURANCE ADDENDUM (CONTINUED)

- B) MPTLI coverage is not personal liability insurance or Renter's Insurance. Management makes no warranty or representation that MPTLI covers the Resident's personal property (contents) or additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a Renter's Insurance Policy, the MPTLI may not protect Resident as if Resident had purchased personal liability or Renter's Insurance from an insurance agent or insurance company of Resident's choice. Certain restrictions apply.
- C) Coverage only applies to liability arising on the Premises. Resident is not insured away from the Premises.
- D) Coverage under the MPTLI policy may be more expensive than the cost of Required Insurance available to Resident. At any time, Resident may contact an agent of their choice for personal liability or Renter's Insurance options to satisfy the Required Insurance under the Rental Agreement.
- E) Licensed insurance agents may receive a commission on the LTPLI policy.
- F) The fee to cover the expense of this coverage shall be Ten Dollars (\$10.00) per month. Management retains the right to charge Resident One Dollar (\$1.00) per month for administrative costs, which is included in the above amount; the balance of the payment is insurance premium. Resident agrees that the fee shall be due and payable as additional rent immediately upon placement of coverage under the MPTLI policy and in all subsequent months, the fee shall be due and payable on the first day of each calendar month. All terms and conditions regarding late payment and non-sufficient funds, as outlined in the Rental Agreement, shall apply to Resident's MPTLI policy fees payable by Resident to Management.
- G) Subject to the terms of the policy, MPTLI will extend legal defense to Resident in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the MPTLI policy. MPTLI is designed to fulfill the insurance requirement of the Rental Agreement.
- H) Coverage under the MPTLI policy is not mandatory as Resident may purchase Required Insurance from an insurance agent or insurance company of Resident's choice at any time and coverage under the MPTLI policy will be immediately terminated once Resident has provided Management with written proof of Required Insurance. Once acceptable proof of insurance has been provided to Management, monthly billings to Resident for insurance coverage under the MPTLI plan will cease, until and unless Resident's coverage lapses prior to Resident terminating the Rental Agreement and vacating the Premises. No prorated or partial refunds for the MPTLI coverage will be given.
- Election of insurance coverage or damage waiver. Resident agrees to the following with respect to Resident's obligations to provide Required Insurance (Initial one):
  - Resident hereby agrees to purchase Required Insurance through ResidentShield (www.ResidentShield.com). If []Resident has questions regarding ResidentShield, Resident shall call 1-800-566-1186 or visit www.ResidentShield.com. Employees of Management are not licensed agents. Please note: the ResidentShield plan is not owned or operated by Management and Management makes no guarantees, representations, or promises concerning the insurance or services provided by ResidentShield. Resident is under no obligation to purchase Required Insurance through ResidentShield.com.
  - Resident hereby agrees to purchase Required Insurance from an insurance company of Resident's choice. If X Resident elects to purchase Required Insurance from a company other than ResidentShield, Resident will provide Management with written proof of compliance with this Rental Agreement Addendum on or prior to the Rental Agreement commencement date, and any time such proof is requested by Management. Resident's insurance company will be required to name Travelers and Prodesse Property Group, 655 Mariners Island Boulevard, Suite 301, San Mateo, CA 94404 as "interested party" on Resident's policy whereby Management and Travelers will receive notices of pending cancelation or actual policy cancelation of Required Insurance selected by Resident.

Resident Initials: U

# PRODESSE PROPERTY GROUP INSURANCE ADDENDUM (CONTINUED)

Resident hereby agrees to purchase Required Insurance by requesting that Management add the Premises to the Management Placed Tenant Liability Insurance policy "MPTLI". Employees of Management are not licensed agents. Please note: the MPTLI plan is not owned or operated by Management, and Management makes no guarantees, representations, or promises concerning the insurance or services provided by the MPTLI plan. Resident is under no obligation to purchase Required Insurance through the MPTLI plan.

Resident and Management hereby agree that subrogation is allowed by all parties and that this agreement supersedes any language contained in the Rental Agreement which may be in conflict with this paragraph.

8. All other terms and conditions of the Rental Agreement shall remain in full force and effect.

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

ACCEPTED BY:	
CV Chathura Viswanath	$\frac{10/8/23}{\text{Dayle}}$
	10/8/23
Sudhir Subramanya, Guarantor	Date 3
Prodesse Property Group	///8/23 Diate

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# ELECTRIC GATE OPENER ACKNOWLEDGEMENT OF RECEIPT

THIS AGREEMENT is entered into on 10/08/2023, by and between PRODESSE PROPERTY GROUP, "Management" and Chathura Viswanath and Sudhir Subramanya "Resident." This agreement is an Addendum and is part of the Rental Agreement between Management and Resident.

IN CONSIDERATION OF THEIR MUTUAL FROMISES, THE PARTIES AGREE AS FOLLOWS:

I Chathura Viswanath and Sudhir Subramanya, acknowledge receipt of N/A electric gate opener. I understand that upon vacating the premises I will return the gate opener to Prodesse Property Group. I further understand that if I lose the gate opener or fail to return it upon the termination of my tenancy; I will be charged the total cost to replace the opener, \$0.00.

Except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and the OWNER'S INSURANCE WILL NOT COVER such losses or damages.

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

ACCEPTED BY;	-
Chathura Viswanath	$\frac{10/8/23}{\text{Date}}$
	777
Sudhir Subramanya,Guarantor	/ <u>0/8/23</u> Date
Prodesse Property Group	11/8/23 Date
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# Protect Your Family From Lead in Your Home





United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

March 2021

# Simple Steps to Protect Your Family from Lead Hazards

# If you think your home has lead-based paint:

- . Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa-gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- · Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys o'ten.
- Make sure children eat healthy, low-fat foods high in fron; calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

# Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- · How lead gets into the body
- · How lead affects health
- · What you can do to protect your family
- · Where to go for more information

# Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or leadbased paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement, about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

# If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

 Read EPA's pamphlet, The Lead-Safe Certified Guide to Renovate Right, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



# Lead Gets into the Body in Many Ways

# Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- · Eat paint chips or soil that contains lead.

# Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



# Women of childbearing age should know that lead is dangerous to a developing fetus.

 Women with a high lead fevel in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

# Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint inspection tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - · Portable x-ray fluorescence (XRF) machine
  - · Lab tests of paint samples
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:



- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

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# What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based pain: hazards, you can take some immediate steps to reduce your family's risk:

- · If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- · Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, estacially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

# Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call 1-800-424-LEAD (5323) for a list of contacts in your area.<sup>2</sup>

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# Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover leadcontaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or statecertified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

### Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

<sup>&</sup>lt;sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

### For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call 1-800-424-LEAD (5323).

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call 1-80f-426-4791, or visit epa.gov/lead for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For Information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at cpsc.gov or saferproducts.gov.

# State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to leadbased paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

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# Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

# CPSC

4330 East West Highway Bethesda, MD 20814-4421 1-800-638-2772 cpsc.gov or saferproducts.gov

# U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

# HUD

451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 (202) 402-7698 hud.gov/lead

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# U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticus, Massachusetts, Maine, New Hampshire, Rhode (sland, Vermont)

Regional Lead Contact U.S. EPA Region 1 S Post Office Square, Suite 100, OES 05-4 Boston, MA 02109-3912

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 205, Mail Stop 225 Edison, NJ 08037-3679 17321 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact U.S. EPA Region 3 1850 Arch Street Philadelphis, PA 19103

Region 4 (Alatama, Floritia, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Termessee)

Regional Lead Contact U.S. EPA Region 4 ACCTOWN, 3-246 Floor, An Penticidins & Toxics 61 Forsyth Street, SW Atlanta, 5A, 30303 Mtd 562-8998

Region 5 (Illanois, Indiana, Michigan, Minagasta, Ohio, Wisconsin)

Regional Lead Contact U.S. EPA Region 5 (LL-174) 77 West Jackson Boulevard Chirago, II. 80604-3666 [312] 353-3808 **Region 6** [Arkansas, Enuislana, New Mexico, Cikiahoma, Texas, and 66 Tribes)

Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733

Region 7 (lowa, Kansas, Missouri, Nebraska)

Regional Lead Contact U.S. EPA Region 7 11201 Renner Bivd, Lenexa, KS 66219 (800) 223 0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact U.S. EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Load Context U.S. EPA Region 9 (CMD-4-2) 75 Haydhome Street San Francisco, CA 94105 (415) 947-4280

Region 10 (Alaska, klaho, Oregon, Washington)

Regional Lead Contact U.S. EPA Region TO I20-E04) Air and Toxics Enforcement Sectio 1200 Sixth Awenue, Suite 155 Seattle, WA 98101 (200) 553-1200

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IMPORTANT!

# Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards.
   Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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# PRODESSE PROPERTY GROUP SMOKE FREE ADDENDUM (CONTINUED)

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

ACCEPTED BY:	
Chathura Viswanath	10/8/23 Date
Sudhir Subramanya,Guarantor	/ <u>0/8/23</u>
Prodesse Property Group	Date

# PRODESSE PROPERTY GROUP SMOKE FREE ADDENDUM

THIS AGREEMENT is entered into on 10/08/2023, by and between Prodesse Property Group, "Management," and Chathura Viswanath and Sudhir Subramanya "Resident". This agreement is an Addendum and is part of the Rental Agreement between Management and Resident. Resident is renting from Management the premises located at 415 Casa Verde Way, #14, Monterey, CA 93940 "Fremises".

# IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

- Purpose: The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the
  increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking,
  and (iv) the high costs of fire insurance for properties where smoking is permitted.
- Smoke Free Areas; Resident agrees and acknowledges that each of the following areas of the property, has been
  designated as a smoke-free living environment and Resident and members of Resident's household shall not smoke
  any products in these areas, nor shall Resident permit any guest or visitor under the control of Resident to do so.
- Smoking of any products is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds. For the purpose of this Agreement, smoking includes cigarettes, cigars, ecigarettes or vaping products.
- 3. **Promotion of No-Smoking Policy**: Resident shall inform his or her guest(s) of the Smoke-Free Policies. Resident shall promptly notify Management in writing of any incident where smoke is migrating into Resident's unit from sources outside of Resident's unit.
- 4. Management Not Guarantor of Smoke-Free Environment: Resident acknowledges that Management's adoption of Smoke-Free Areas, does not make Management the guarantor of the Resident's health or of the smoke-free condition of the areas listed in Section above. However, Management shall take reasonable steps to enforce this Addendum. Management shall not be required to take steps in response to smoking unless Management has actual knowledge or has been provided written notice.
- 5. Other Residents Are Third Party Beneficiaries of this Addendum: Management and Resident agree that the other residents of the property are the third party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that Management has breached this Addendum.
- 6. **Effect of Breach**: A breach of this Addendum by the Resident shall be deemed a material breach of the Rental Agreement and grounds for immediate termination of the Rental Agreement by Management.
- 7. Disclaimer: Resident acknowledges that this Addendum and Management's efforts to enforce Smoke-Free Policy do not in any way change the standard of care Management would have to any Resident household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality than any other rental premises. Management specifically disclaims any implied or express warranties that the building common areas or Resident's Premises will have any higher or improved air quality standards than any other rental property. Management cannot and does not warrant or promise that the Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Management's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.
- 8. Effect of Current Tenants: Resident acknowledges that current residents of the rental community under a prior Rental Agreement may not be immediately subject to the terms of this Addendum, where locals laws do not prohibit resident's from smoking in their rental unit. As residents move out, or enter into new Rental Agreements, this Addendum will become effective for their unit or new agreement.

Resident Initials:

Guaranto Initials:

# Reducing Lead Hazards, continued

If your home has had lead abatement work done or If the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 100 μg/ft² for interior windows sills
- · 400 µg/ft2 for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

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# Other Sources of Lead

# Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

# Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula.
   Remember, boiling water does not remove lead from vater.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- · Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the
  directions to learn when to change the cartridge. Using a filter after it
  has expired can make it less effective at removing leac.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead, Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD."

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

# Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Leact-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard Information document, The Lead-Safe Certified Guide to Renovate Right



### RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- Contain the work area. The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much leadcontaminated dust that their use is prohibited. They are:
  - · Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- Clean up thoroughly. The work area should be cleaned up daily.
   When all the work is done, the area must be cleaned up using special cleaning methods.
- Dispose of waste properly. Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa-gov/getleadsafe, or read The Lead-Safe Certified Guide to Renovate Right.

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# Other Sources of Lead, continued

- · Lead smelters or other industries that release lead into the air.
- Your job. If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old toys and furniture may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.\*
- Food and liquids cooked or stored in lead crystal or lead-glazed pottery or porcelain may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset stomach.

In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

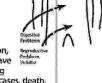
### **Health Effects of Lead**

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

# in children, exposure to lead can cause:

- · Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- · Poor muscle coordination
- · Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including selzures, unconsciousness, and in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- · Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- · Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

# 3

# Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.

Many homes, including private, federally-assisted, faderallyowned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government barned consumer uses of lead-containing paint?

Learn how to determine if paint is lead-based paint on page 7.

# Lead can be found:

- In homes and childcare facilities in the city, country, o suburbs,
- In private and public single-family homes and apartments,
- . On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

# **Check Your Family for Lead**

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead, Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

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# Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention, Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- · On windows and window sills
- · Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 100 μg/ft<sup>2</sup> and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous;

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

<sup>1 &</sup>quot;Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centilipeter (mg/cm²), or more than 0.5% by weight.

<sup>&</sup>quot;Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

# ELECTRIC GATE OPENER ACKNOWLEDGEMENT OF RECEIPT

THIS AGREEMENT is entered into on 10/08/2023, by and between PRODESSE PROPERTY GROUP, "Management" and Chathura Viswanath and Sudhir Subramanya "Resident." This agreement is an Addendum and is part of the Rental Agreement between Management and Resident.

IN CONSIDERATION OF THEIR MUTUAL PROMISES, THE PARTIES AGREE AS FOLLOWS:

I Chathura Viswanath and Sudhir Subramanya, acknowledge receipt of N/A electric gate opener. I understand that upon vacating the premises I will return the gate opener to Prodesse Property Group. I further understand that if I lose the gate opener or fail to return it upon the termination of my tenancy; I will be charged the total cost to replace the opener, \$0.00.

Except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property. possessions or personal liability, and the OWNER'S INSURANCE WILL NOT COVER such losses or damages.

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

ACCEPTED BY:

Chathura Viswanath

Sudhir Subramanya, Guarantor

Professe Property Group

BBO Bostol Associated

/0/8/23 Date 11/4/23

Daga 20 of 20

# PRODESSE PROPERTY GROUP INSURANCE ADDENDUM (CONTINUED)

- B) MPTLI coverage is not personal liability insurance or Renter's Insurance. Management makes no warranty or representation that MPTLI covers the Resident's personal property (contents) or additional living expenses. Although coverage may be similar to a personal liability insurance policy or the liability portion of a Renter's Insurance Policy, the MPTLI may not protect Resident as if Resident had purchased personal liability or Renter's Insurance from an insurance agent or insurance company of Resident's choice. Certain restrictions
- C) Coverage only applies to liability arising on the Premises. Resident is not insured away from the Premises.
- D) Coverage under the MPTLI policy may be more expensive than the cost of Required Insurance available to Resident. At any time, Resident may contact an agent of their choice for personal liability or Renter's Insurance options to satisfy the Required Insurance under the Rental Agreement.
- E) Licensed insurance agents may receive a commission on the LTPLI policy.
- F) The fee to cover the expense of this coverage shall be Ten Dollars (\$10.00) per month. Management retains the right to charge Resident One Dollar (\$1.00) per month for administrative costs, which is included in the above amount; the balance of the payment is insurance premium. Resident agrees that the fee shall be due and payable as additional rent immediately upon placement of coverage under the MPTLI policy and in all subsequent months, the fee shall be due and payable on the first day of each calendar month. All terms and conditions regarding late payment and non-sufficient funds, as outlined in the Rental Agreement, shall apply to Resident's MPTLI policy fees payable by Resident to Management.
- G) Subject to the terms of the policy, MPTLI will extend legal defense to Resident in the event of actual or alleged liability for bodily injury or property damage not otherwise excluded by the MPTLI policy. MPTLI is designed to fulfill the insurance requirement of the Rental Agreement.
- H) Coverage under the MPTLI policy is not mandatory as Resident may purchase Required Insurance from an insurance agent or insurance company of Resident's choice at any time and coverage under the MPTLI policy will be immediately terminated once Resident has provided Management with written proof of Required Once acceptable proof of insurance has been provided to Management, monthly billings to Resident for insurance coverage under the MPTLI plan will cease, until and unless Resident's coverage lapses prior to Resident terminating the Rental Agreement and vacating the Premises. No prorated or partial refunds for the MPTLI coverage will be given.
- 7. Election of insurance coverage or damage waiver. Resident agrees to the following with respect to Resident's obligations to provide Required Insurance (Initial one):
  - Resident hereby agrees to purchase Required Insurance through ResidentShield (www.ResidentShield.com). If Resident has questions regarding ResidentShield, Resident shall call 1-800-566-1186 or visit Employees of Management are not licensed agents. www.ResidentShield.com. Please note: the ResidentShield plan is not owned or operated by Management and Management makes no guarantees, representations, or promises concerning the insurance or services provided by ResidentShield. Resident is under no obligation to purchase Required Insurance through ResidentShield.com.
  - Resident hereby agrees to purchase Required Insurance from an insurance company of Resident's choice. If [X]Resident elects to purchase Required Insurance from a company other than ResidentShield, Resident will provide Management with written proof of compliance with this Rental Agreement Addendum on or prior to the Rental Agreement commencement date, and any time such proof is requested by Management. Resident's insurance company will be required to name Travelers and Prodesse Property Group, 655 Mariners Island Boulevard, Suite 301, San Mateo, CA 94404 as "interested party" on Resident's policy whereby Management and Travelers will receive notices of pending cancelation or actual policy cancelation of Required Insurance selected by Resident.

Resident Initials: CV

Guarantor Initials: CS