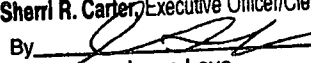


1 David W. Affeld, State Bar No. 123922  
Christopher Grivakes, State Bar No. 127944  
2 Damion Robinson, State Bar No. 262573  
Affeld Grivakes LLP  
3 2049 Century Park East, Suite 2460  
Los Angeles, California 90067  
4 Tel. (310) 979-8700  
Fax (310) 979-8701  
5 dr@agzlaw.com

6 *Additional counsel listed on signature page*  
7 Attorneys for Plaintiffs Xin Chen and Brian Chiang,  
individually and on behalf of all others similarly situated  
8

**FILED**  
Superior Court of California  
County of Los Angeles  
JAN 31 2019

Sherri R. Carter, Executive Officer/Clerk of Court  
By  Deputy  
Isaac Lovo

9 **SUPERIOR COURT OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11 XIN CHEN, an individual; and BRIAN  
CHIANG, an individual, individually and on  
12 behalf of all others similarly situated,  
13 Plaintiff,

14 vs.

15 GHP MANAGEMENT CORPORATION, a  
California corporation; GH PALMER  
16 ASSOCIATES, an unincorporated association,  
PALMER BOSTON STREET PROPERTIES  
17 II INC., a California corporation; PALMER  
BOSTON STREET PROPERTIES I, L.P., a  
18 Delaware limited partnership; PALMER  
BOSTON STREET II, LP, a Delaware limited  
19 partnership; PALMER BOSTON STREET III,  
a California limited partnership; ORSINI III,  
20 LLC, a Delaware limited liability company;  
PALMER TEMPLE STREET PROPERTIES,  
21 LLC, a California limited liability company;  
PALMER TEMPLE STREET PROPERTIES,  
22 L.P., a California limited partnership;  
PALMER/CITY CENTER II, INC., a  
23 California corporation; PIERO PROPERTIES  
II, LLC, a Delaware limited liability company;  
24 PALMER ST. PAUL PROPERTIES, LP, a  
Delaware limited partnership; VISCONTI  
25 APARTMENTS, LLC, a Delaware limited  
liability company; PALMER/THIRD STREET  
26 PROPERTIES, L.P., a California limited  
partnership; PALMER FLOWER STREET  
27 PROPERTIES II, LP, a California limited  
partnership; PALMER FLOWER STREET  
28 PROPERTIES II, LLC, a California limited  
partnership; LR 9TH & BROADWAY LLC, a

Case No. **BC713402**

Assigned for All Purposes to:  
The Honorable Elihu M. Berle (Dept. 6)

**FIRST AMENDED COMPLAINT FOR:**

- (1) **VIOLATION OF CIVIL CODE, § 1950.5;**
- (2) **BREACH OF CONTRACT;**
- (3) **CONVERSION; AND**
- (4) **UNFAIR BUSINESS PRACTICES (BUS. & PROF. CODE § 17200);**

**DEMAND FOR JURY TRIAL**

Action Filed: July 13, 2018  
Trial Date: None Set

FILED

1 California limited liability company; FIGTER  
LIMITED, a California limited partnership;  
2 BRIDEWELL PROPERTIES, LTD, a  
California limited partnership; WARNER  
3 CENTER SUMMIT, LTD., a California limited  
partnership; PARK SIERRA PROPERTIES, a  
California limited partnership; PARK SIERRA  
4 APARTMENTS, LLC, a Delaware limited  
liability company; SOLEMINT HEIGHTS  
5 PARTNERSHIP, a California limited  
partnership; CCV PARTNERSHIP II, a  
6 California limited partnership; CANYON  
SIERRA APARTMENTS, a business entity of  
7 form unknown; WESTCREEK PROPERTIES,  
LTD., a California limited partnership; PARK  
8 SIERRA PROPERTIES II, INC., a California  
corporation; PARK SIERRA PROPERTIES II  
9 LTD., a California limited partnership;  
EASTON INVESTMENTS II, a California  
10 limited partnership; PALMER-SAUGUS, a  
California limited partnership; PALMER  
11 SAND CANYON LTD., a California limited  
partnership; SAUGUS COLONY LIMITED, a  
12 California limited partnership; 4914 OLIVE  
STREET PROPERTIES LLC, a Delaware  
13 limited liability company; UPLAND  
VILLAGE GREEN, a California limited  
14 partnership; UPLAND VILLAGE GREEN,  
LLC; a Delaware limited liability company;  
15 PALMER ONTARIO PROPERTIES, LP, a  
California limited partnership; and DOES 2  
16 through 100, inclusive,

Defendants

17  
18  
19 Plaintiffs XIN CHEN (“Chen”) and BRIAN CHIANG (“Chiang”; collectively,  
“Plaintiffs”) individually, and on behalf of all others similarly situated, hereby allege for their  
20 complaint against GHP MANAGEMENT CORPORATION, a California corporation; GH  
21 PALMER ASSOCIATES, an unincorporated association, PALMER BOSTON STREET  
22 PROPERTIES I, L.P., a Delaware limited partnership; PALMER BOSTON STREET  
23 PROPERTIES II INC., a California corporation; PALMER BOSTON STREET II, LP, a  
24 Delaware limited partnership; PALMER BOSTON STREET III, a California limited  
25 partnership; ORSINI III, LLC, a Delaware limited liability company; PALMER TEMPLE  
26 STREET PROPERTIES, LLC, a California limited liability company; PALMER TEMPLE  
27 STREET PROPERTIES, L.P., a California limited partnership; PALMER/CITY CENTER II,  
28 INC., a California corporation; PIERO PROPERTIES II, LLC, a Delaware limited liability

1 company; PALMER ST. PAUL PROPERTIES, LP, a Delaware limited partnership; VISCONTI  
2 APARTMENTS, LLC, a Delaware limited liability company; PALMER/THIRD STREET  
3 PROPERTIES, L.P., a California limited partnership; PALMER FLOWER STREET  
4 PROPERTIES II, LP, a California limited partnership; PALMER FLOWER STREET  
5 PROPERTIES II, LLC, a California limited partnership; LR 9TH & BROADWAY LLC, a  
6 California limited liability company; FIGTER LIMITED, a California limited partnership;  
7 BRIDEWELL PROPERTIES, LTD, a California limited partnership; WARNER CENTER  
8 SUMMIT, LTD., a California limited partnership; PARK SIERRA PROPERTIES, a California  
9 limited partnership; PARK SIERRA APARTMENTS, LLC, a Delaware limited liability  
10 company; SOLEMINT HEIGHTS PARTNERSHIP, a California limited partnership; CCV  
11 PARTNERSHIP II, a California limited partnership; CANYON SIERRA APARTMENTS, a  
12 business entity of form unknown; WESTCREEK PROPERTIES, LTD., a California limited  
13 partnership; PARK SIERRA PROPERTIES II, INC., a California corporation; PARK SIERRA  
14 PROPERTIES II LTD., a California limited partnership; EASTON INVESTMENTS II, a  
15 California limited partnership; PALMER-SAUGUS, a California limited partnership; PALMER  
16 SAND CANYON LTD., a California limited partnership; SAUGUS COLONY LIMITED, a  
17 California limited partnership; 4914 OLIVE STREET PROPERTIES LLC, a Delaware limited  
18 liability company; UPLAND VILLAGE GREEN, a California limited partnership; UPLAND  
19 VILLAGE GREEN, LLC; a Delaware limited liability company; PALMER ONTARIO  
20 PROPERTIES, LP, a California limited partnership; and DOES 2 through 100, inclusive,  
21 (collectively, "Defendants") as follows. All allegations herein are made on information and  
22 belief except as to those matters specific to Plaintiffs.

### 23 INTRODUCTION

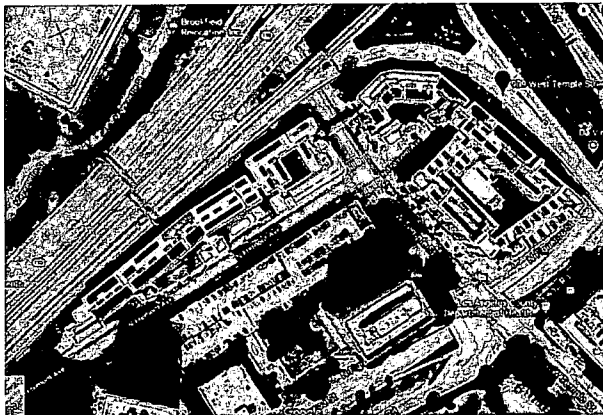
24 1. Through a series of interlocking corporations, limited liability companies,  
25 partnerships, and unincorporated associations, Geoffrey Palmer ("Palmer") runs a \$4-plus billion  
26 real estate empire, consisting of more than 10,000 residential apartments across Los Angeles and  
27 the State of California. This empire has made Palmer one of the wealthiest people in Los  
28 Angeles.

1 2. Palmer's real estate empire includes such Italian-themed fixtures as the massive  
2 Orsini, Da Vinci, and Medici apartment complexes in downtown Los Angeles:

3 **The Orsini**



11 **The Da Vinci**



19 **The Medici**





1 PARTIES

2 **A. Plaintiffs**

3 9. Plaintiff Xin Chen is an individual and resident of Los Angeles, California. She  
4 was a tenant of the Orsini apartment complex, which is in part owned by Orsini III, LLC, and  
5 managed by GHP.

6 10. Plaintiff Brian Chiang is an individual and resident of Los Angeles, California.  
7 He was a tenant of the Orsini apartment complex, which is in part owned by Palmer Boston  
8 Street Properties I, L.P., and managed by GHP.

9 **B. The Management Company Defendants.**

10 11. Defendant GHP Management, LLC, is a California Corporation with its principal  
11 place of business in Beverly Hills, California. GHP operates the apartment complexes identified  
12 herein and is, on information and belief, the captive management company of Palmer.

13 12. Defendant GH Palmer Associates is, on information and belief, an unincorporated  
14 association made up of various owners of the complexes, with its principal place of business in  
15 Beverly Hills, California.

16 13. GH Palmer Associates' website describes it as a "diversified real estate company,"  
17 which "owns a portfolio of over 10,800 Southern-California apartment units, valued in excess of  
18 4 billion dollars." On information and belief, GH Palmer Associates acts as the general partner  
19 of various limited partnerships that own the apartment complexes described herein and is  
20 managed and controlled by Palmer.

21 14. GHP and GH Palmer Associates are referred to collectively herein as the  
22 "Management Companies."

23 **C. The Apartment Complex Defendants.**

24 15. Defendant Palmer Boston Street I, L.P., is a Delaware limited partnership with its  
25 principal place of business in Beverly Hills, California. Defendant Palmer Boston Street  
26 Properties II Inc. is a California corporation with its principal place of business in Beverly Hills,  
27 California, and is the general partner of Palmer Boston Street Properties II, L.P. Defendant  
28 Palmer Boston Street Properties II, LP is a Delaware limited partnership with its principal place

1 of business in Beverly Hills, California. Palmer Boston Street III is a California limited  
2 partnership with its principal place of business in Beverly Hills, California. The foregoing  
3 entities are referred to collectively herein as "Palmer Boston Street." Palmer Boston Street  
4 owns, in part, the Orsini apartment complex in downtown Los Angeles.

5 16. Defendant Orsini III, LLC ("Orsini III") is a Delaware limited liability company  
6 with its principal place of business in Beverly Hills, California, which owns in part the Orsini  
7 apartment complex.

8 17. Defendant Palmer Temple Street Properties, LLC is a California limited liability  
9 company with its principal place of business in Beverly Hills, California. Palmer Temple Street  
10 Properties, L.P., is a California limited partnership with its principal place of business in Beverly  
11 Hills, California. Palmer Temple Street Properties, LLC and/or Palmer Temple Street  
12 Properties, L.P. (collectively, "Temple Street") own the Da Vinci apartment complex in  
13 downtown Los Angeles.

14 18. Defendant Palmer/City Center II, Inc. ("City Center II") is a California  
15 corporation with its principal place of business in Beverly Hills, California. City Center II owns  
16 the Medici apartment complex in downtown Los Angeles.

17 19. Defendant Piero Properties II, LLC ("Piero II") is a Delaware limited liability  
18 company with its principal place of business in Beverly Hills, California. Palmer St. Paul  
19 Properties, LP ("St. Paul") is a Delaware limited partnership with its principal place of business  
20 in Beverly Hills, California. Piero II and/or St. Paul own the Piero apartment complex in  
21 downtown Los Angeles.

22 20. Defendant Visconti Apartments, LLC ("Visconti") is a Delaware limited liability  
23 company with its principal place of business in Beverly Hill, California. Defendant Palmer/Third  
24 Street Properties, L.P. ("Third Street") is a California limited partnership with its principal place  
25 of business in Beverly Hills, California. Visconti and/or Third Street own the Visconti  
26 apartment complex in downtown Los Angeles.

27 21. Palmer Flower Street Properties II, LP ("Flower Street LP") is a California limited  
28 partnership with its principal place of business in Beverly Hills, California. Palmer Flower

1 Street Properties II, LLC ("Flower Street LLC") is a California limited partnership with its  
2 principal place of business in Beverly Hills, California. Flower Street LP and/or Flower Street  
3 LLC own the Lorenzo apartment complex in downtown Los Angeles.

4 22. LR 9<sup>th</sup> & Broadway LLC ("Broadway Palace") is a California limited liability  
5 company with its principal place of business in Beverly Hills, California. Broadway Palace  
6 owns the new Broadway Palace apartment building in downtown Los Angeles.

7 23. Figter Limited ("Figter") is a California limited partnership with its principal  
8 place of business in Beverly Hills, California. Figter owns the Skyline Terrace apartment  
9 complex in downtown Los Angeles.

10 24. Bridewell Properties, LTD ("Bridewell") is a California limited partnership with  
11 its principal place of business in Beverly Hills, California. Bridewell owns the Pasadena Park  
12 Place apartments in Pasadena.

13 25. Warner Center Summit, Ltd. ("Warner") is a California limited partnership with  
14 its principal place of business in Beverly Hills, California. Warner owns the Summit at Warner  
15 Center apartments in Woodland Hills.

16 26. Park Sierra Properties ("Park Sierra") is a California limited partnership with its  
17 principal place of business in Beverly Hills, California. Park Sierra Apartments, LLC ("Park  
18 Sierra LLC") is a Delaware limited liability company with its principal place of business in  
19 Beverly Hills, California. Park Sierra and/or Park Sierra LLC own the Park Sierra apartments in  
20 Santa Clarita.

21 27. Solemint Heights Partnership ("Solemint") is a California limited partnership with  
22 its principal place of business in Beverly Hills, California. Solemint owns the Riverpark  
23 apartments in Santa Clarita.

24 28. CCV Partnership II ("CCV") is a California limited partnership with its principal  
25 place of business in Beverly Hills, California. CCV owns the Canyon County Villas apartments  
26 in Santa Clarita.

27 29. Canyon Sierra Apartments ("Canyon Sierra") is a business entity of form  
28 unknown. Its principal place of business is, on information and belief, Beverly Hills, California.



1 Canyon Sierra owns the Diamond Park apartment complex in Santa Clarita.

2 30. Westcreek Properties, Ltd. ("Westcreek") is a California limited partnership with  
3 its principal place of business in Beverly Hills California. Westcreek owns "The Terrace"  
4 apartments in Santa Clarita.

5 31. Park Sierra Properties II, Inc. is a California corporation with its principal place of  
6 business in Beverly Hills, California. Park Sierra Properties II Ltd. is a California limited  
7 partnership with its principal place of business in Beverly Hills, California. Park Sierra II, Inc.  
8 and Park Sierra Properties II Ltd. are referred to collectively as "Park Sierra II." Park Sierra II  
9 owns the River Ranch Townhomes and Apartments in Santa Clarita.

10 32. Easton Investments II ("Easton") is a California limited partnership with its  
11 principal place of business in Beverly Hills, California. Easton owns "The Village" apartment  
12 complex in Santa Clarita.

13 33. Palmer-Saugus is a California limited partnership with its principal place of  
14 business in Beverly Hills, California. Palmer-Saugus owns the Sand Canyon Ranch apartments  
15 in Santa Clarita.

16 34. Palmer Sand Canyon Ltd. ("Sand Canyon") is a California limited partnership  
17 with its principal place of business in Beverly Hills, California. Sand Canyon owns the Sand  
18 Canyon Villas and Townhomes in Santa Clarita.

19 35. Saugus Colony Limited ("Saugus Colony") is a California limited partnership  
20 with its principal place of business in Beverly Hills, California. Saugus Colony owns the  
21 Colony Townhomes complex in Santa Clarita.

22 36. 4914 Olive Street Properties LLC ("Olive Street") is a Delaware limited liability  
23 company with its principal place of business in Beverly Hills, California. Olive Street owns  
24 "The Paseos at Montclair North" apartment complex in Montclair.

25 37. Upland Village Green ("Upland") is a California limited partnership with its  
26 principal place of business in Beverly Hills, California. Upland Village Green, LLC ("Upland  
27 LLC") is a Delaware limited liability company with its principal place of business in Beverly  
28 Hills, California. Upland and/or Upland LLC own the Upland Village Green apartments in

1 Upland, California.

2 38. Palmer Ontario Properties, LP ("Ontario") is a California limited partnership with  
3 its principal place of business in Beverly Hills, California. Ontario owns the "Paseos Ontario"  
4 apartments in Ontario, California.

5 39. Defendants Palmer Boston Street, Orsini II, Temple Street, City Center II, Piero  
6 II, St. Paul, Visconti, Third Street, Flower Street LP, Flower Street LLC, Broadway Palace,  
7 Figter, Bridewell, Warner, Park Sierra, Park Sierra, LLC, Solemint, CCV, Canyon Sierra,  
8 Westcreek, Park Sierra II, Easton, Palmer-Saugus, Sand Canyon, Saugus Colony, Olive Street,  
9 Upland, Upland LLC, and Ontario are referred to herein collectively as the "Owners."

10 **D. The Doe Defendants**

11 40. Plaintiffs are unaware of the true names and capacities of defendants Does 2  
12 through 100, inclusive, and so name them by these fictitious names. Plaintiffs will seek leave to  
13 amend this Complaint to reflect the true names and capacities of such defendants when they  
14 become known.

15 41. Plaintiffs are informed and believe, and on that basis allege, that each of the  
16 fictitiously named defendants, Does 2 through 100, inclusive, was in some manner legally  
17 responsible for the unlawful acts alleged herein. Plaintiffs are informed and believe, and on that  
18 basis allege, that each of the fictitiously named defendants acted at all times alleged herein as the  
19 agent or employee of the other defendants within the scope of such agency or employment, as  
20 the principal of another defendant, aided and abetted such Defendants, or acted in concert with  
21 one or more of them as part of a common plan or scheme.

22 42. Plaintiffs are informed and believe, and on that basis allege, that the fictitiously  
23 named defendants acted in at least the following capacities. Certain of the fictitiously named  
24 defendants are business entities or associations that own partial or complete interests in the  
25 apartment complexes managed by the Management Companies, which are themselves owned  
26 and operated, in whole or in part, by Palmer. Others of the fictitiously named defendants are  
27 individuals or business entities who acted as the agents of other Defendants in carrying out the  
28 acts alleged herein. Finally, others of the fictitiously named defendants are owners of the

1 various apartment complexes, in whole or in part, and are therefore landlords under California  
2 statute with a non-delegable duty to comply with the statutory requirements alleged herein.

3 **JURISDICTION & VENUE**

4 43. Jurisdiction is proper pursuant to California Constitution, Article VI, section 10.

5 44. Venue is proper in this district because the defendants are citizens and residents of  
6 Los Angeles County, California, and because the majority of the acts and omissions alleged  
7 herein took place within Los Angeles County, California.

8 45. The damages suffered by Plaintiffs and the class exceed the jurisdictional  
9 minimum of this court.

10 **PALMER'S BUSINESS ENTERPRISE**

11 46. Palmer owns and controls, on information and belief, more than 10,000 residential  
12 apartments around the State of California. He beneficially owns and operates these units  
13 through an interlocking series of companies, including the Owners and the Management  
14 Companies, which are also owned and controlled by him, concealing his true ownership and the  
15 corporate structure of the enterprise.

16 47. Each of the apartment complexes is owned or controlled by one or more  
17 partnerships, corporations, or limited liability companies, including the Owners named above,  
18 and other entities whose names and capacities are unknown at this time. Where ownership of  
19 the buildings is shared, certain of the Owners enter into residential leases with tenants on behalf  
20 of all of the Owners of the particular complex, acting as an agent for the group of companies that  
21 own that complex.

22 48. Through a series of agency relationships, joint ownership, and various corporate  
23 reorganizations, the true ownership and management of the apartment complexes is obscured.

24 49. The Management Companies are also owned and controlled by Palmer. GHP acts  
25 as the property manager of the complexes, and as the agent of the Owners in this capacity. GH  
26 Palmer Associates also acts as the agent or general partner of the Owners in managing and  
27 operating the complexes. At all relevant times, the Management Companies acted as the agents  
28 of the Owners, and within the scope of their agency and authority granted by the Owners.



1 or clean the premises, as follows:

2 (A) If the landlord or landlord's employee did the work, the  
3 itemized statement shall reasonably describe the work performed. The  
4 itemized statement shall include the time spent and the reasonable hourly  
5 rate charged.

6 (B) If the landlord or landlord's employee did not do the work, the  
7 landlord shall provide the tenant a copy of the bill, invoice, or receipt  
8 supplied by the person or entity performing the work. The itemized  
9 statement shall provide the tenant with the name, address, and telephone  
10 number of the person or entity, if the bill, invoice, or receipt does not  
11 include that information.

12 (C) If a deduction is made for materials or supplies, the landlord  
13 shall provide a copy of the bill, invoice, or receipt. If a particular material  
14 or supply item is purchased by the landlord on an ongoing basis, the  
15 landlord may document the cost of the item by providing a copy of a bill,  
16 invoice, receipt, vendor price list, or other vendor document that  
17 reasonably documents the cost of the item used in the repair or cleaning  
18 of the unit.”

19 Civ. Code § 1950.5(g)(2). A landlord is only exempt from providing copies of backup  
20 documentation, if (a) the total repairs and cleaning charges total less than \$125.00, or (b) the  
21 tenant waives the requirement in a signed writing, which includes substantially the text above.

22 57. The landlord bears the burden of proving the reasonableness of the claimed  
23 charges. Civ. Code § 1950.5(l).

24 58. Where the landlord retains or deducts from the security deposit in bad faith,  
25 section 1950.5(l) provides that the landlord may be subject “to statutory damages of up to twice  
26 the amount of the security, in addition to actual damages.”

27 **DEFENDANTS' STANDARD FORM LEASE**

28 59. Plaintiffs are informed and believe, and on that basis allege, that Defendants

1 uniformly require tenants, as a condition to renting an apartment from Defendants, to enter into  
2 standard form leases prepared by Defendants as a condition to renting apartments in Defendants'  
3 properties.

4         60. On information and belief, all of Defendants' standard form leases, including the  
5 leases entered into by Plaintiffs, are substantially identical in all relevant respects set forth  
6 herein, and Defendants do not negotiate any non-monetary lease terms of any of the leases they  
7 enter into with apartment tenants.

8         **A. Plaintiff Chen Enters into Defendants' Standard Lease.**

9         61. On March 9, 2014, Edward Wei entered into a Lease Agreement with Palmer  
10 Boston Street Properties III, L.P., purporting to do business as "Orsini," designated as the  
11 "Owner/Agent" of the Orsini complex. Pursuant to this agreement, Mr. Wei leased unit 309 in  
12 the Orsini complex.

13         62. When Mr. Wei entered into the lease, Palmer Boston Street and Orsini III  
14 collected a security deposit from Mr. Wei in the amount of \$500.00.

15         63. A true and correct copy of Mr. Wei's Lease is attached hereto as **Exhibit 1**. On  
16 information and belief, this lease was the standard form lease used by Defendants for all  
17 residential tenants.

18         64. On or about May 27, 2017, Plaintiff Chen and Mr. Wei entered into a Lease  
19 Amendment (the "First Lease Amendment") with Palmer Boston Street for the same Unit 309 in  
20 the Orsini III complex. The Lease Amendment was made part of the lease and incorporated the  
21 lease's "terms, conditions, covenants, rights, restrictions and entitlements" which "continued in  
22 full force and effect." A true and correct copy of the First Lease Amendment is attached hereto  
23 as **Exhibit 2**.

24         65. Pursuant to the First Lease Amendment, Chen became a co-tenant with Mr. Wei,  
25 and party to the lease. She, thus, became entitled to a return of the security deposit jointly with  
26 Mr. Wei pursuant to the terms of the lease. Section 7 of the lease provides that "The Lessor  
27 shall pay any refund to all Lessee(s) identified in this Agreement." The First Lease Amendment  
28 confirmed that the security deposit on hand was \$500.00.

1           66.    On or about October 27, 2017, Plaintiff Chen and Mr. Wei entered into another  
2 Lease Amendment (the "Second Lease Amendment") with Palmer Boston Street for the same  
3 Unit 309 in the Orsini complex. This Second Lease Amendment extended the term of the lease  
4 and incorporated the Lease's "terms, conditions, covenants, rights, restrictions and entitlements"  
5 which "continued in full force and effect." The Second Lease Amendment again confirmed that  
6 the security deposit on hand was \$500.00. A true and correct copy of the Second Lease  
7 Amendment is attached hereto as **Exhibit 3**.

8           67.    The lease, the First Lease Amendment, and the Second Lease Amendment are  
9 referred to collectively as the "Chen Lease."

10          68.    The Chen Lease was presented on a take-it-or-leave-it basis and was not subject to  
11 negotiation for any non-monetary terms.

12          69.    On information and belief, Palmer Boston Street entered into the Chen Lease as an  
13 agent on behalf of all of the owners of the Orsini complex, including Orsini III.

14           **B.    Plaintiff Chiang Enters into Defendants' Standard Lease.**

15          70.    Effective as of July 18, 2016, Plaintiff Chiang entered a Lease Agreement (the  
16 "Chiang Lease Agreement") with Palmer Boston Street Properties I, L.P., purporting to do  
17 business as "Orsini," designated as the "Owner/Agent" of the Orsini complex. Chiang and his  
18 roommate leased Unit 738 in the Orsini complex for one year pursuant to the Lease Agreement.

19          71.    At the time Chiang executed the Lease Agreement, Palmer Boston Street collected  
20 a security deposit from Chiang in the amount of \$600.00.

21          72.    A true and correct copy of the Chiang Lease is attached hereto as **Exhibit 4**. On  
22 information and belief, the Chiang Lease was the standard form lease used by Defendants for all  
23 residential tenants.

24          73.    On or about May 15, 2017, Chiang entered into a Lease Amendment with Palmer  
25 Boston Street for the same Unit 738 in the Orsini complex (the "Chiang Lease Amendment")  
26 The Chiang Lease Amendment listed "Orsini I," a business entity of form unknown, as agent for  
27 Palmer Boston Street. The amendment was made part of the lease and incorporated the lease's  
28 "terms, conditions, covenants, rights, restrictions and entitlements" which "continued in full

1 force and effect.” A true and correct copy of the amendment is attached hereto as **Exhibit 5**.

2 74. The Chiang Lease Amendment confirmed that Chiang’s security deposit on hand  
3 was \$600.00.

4 75. The Chiang Lease Agreement and the Chiang Lease Amendment are referred to  
5 herein collectively as the “Chiang Lease.”

6 76. The Chiang Lease was presented on a take-it-or-leave-it basis and was not subject  
7 to negotiation of any non-monetary terms.

8 77. On information and belief, Palmer Boston Street entered into the Lease as an  
9 agent on behalf of all of the owners of the Orsini complex.

10 **C. Terms Common to Defendants’ Standard Form Leases.**

11 78. Paragraph 7 of the Defendants’ standard form lease, including the Chen Lease and  
12 the Chiang Lease, provides:

13 **SECURITY DEPOSIT:** Before the commencement of the term, Lessee shall  
14 pay a Security Deposit of [a specified amount], (the “Security Deposit”) for the  
15 purposes set forth in Civil Code Section 1950.5. . . . After the Lessee's tenancy  
16 has terminated and Lessee has returned possession of the premises to Lessor, the  
17 amount of the refund, if any, will be determined in accordance with the  
18 following conditions and procedures: (a) After the Lessee has moved from the  
19 unit, the Lessor will inspect the unit: **(b) The Lessor will refund to the Lessee  
20 the amount of the security deposit less any amount needed to pay the cost  
21 of: (1) Lessee’s defaults in the performance of the Rental Agreement,  
22 including but not limited to, unpaid rent, charges for late payment of rent  
23 and returned checks as described in Paragraph 5; (2) Damages that are not  
24 due to normal wear and tear and are not listed on the Move In/Move Out  
25 Inspection Report; (3) Charges for keys, cards, permits and restricted  
26 access devices not returned, as described in Paragraph 11.**

21 79. Paragraph 7 of the Lease does not allow the landlord to deduct from the security  
22 deposit for ordinary cleaning.

23 80. Defendants have, on information and belief, entered into materially identical  
24 leases with all residential tenants who leased units from the Owners.

25 **DEFENDANTS’ UNLAWFUL POLICIES AND PRACTICES**

26 81. Defendants have adopted a corporate policy and practice of withholding all or  
27 substantially all of the security deposit from residential tenants, making improper deductions  
28 from security deposits, and inflating the amounts deducted through fabricated, bogus, and



1 inflated charges. Defendants have done so in bad faith, knowing that most tenants will not  
2 exercise their rights, including filing a complaint in small claims court, to recover their deposits.

3 82. Pursuant to this corporate policy or practice, Defendants uniformly withhold all or  
4 substantially all of the security deposit from tenants without regard to the condition of the  
5 apartment before or after the tenancy. Defendants then either force tenants to fight for months  
6 for a return of the deposit or negotiate bogus charges in excess of the deposit to force the tenant  
7 to forfeit the deposit rather than risk damage to his or her credit and other collections actions for  
8 fabricated charges.

9 83. Further, pursuant to this corporate policy or practice, Defendants consistently  
10 inflate the move-out charges and charge for items that are not properly deducted from the  
11 deposit. Among other things defendants as a policy and practice, (a) including charges for  
12 building maintenance and other expenses that are not repairs or cleaning, (b) include charges for  
13 repair necessitated by ordinary wear-and-tear without proration, (b) inflate the costs or services  
14 performed and materials used by in-house staff, (c) inflate or fabricate the costs of third-party  
15 labor and materials, and (e) make-up the costs for materials used by in-house staff to complete  
16 repairs.

17 84. Defendants further as a policy and practice, (a) charge for cleaning of the units  
18 regardless of whether cleaning is necessary or completed, (b) overcharge for ordinary cleaning,  
19 and (c) inflate and make up the costs of cleaning supplies used, if any.

20 85. On information and belief, Defendants impose uniform cleaning, maintenance,  
21 and repair charges regardless of the condition of the unit or whether the services are actually  
22 performed, or the actual costs of materials or services, which amount to an unlawful non-  
23 refundable fee. Defendants impose pre-determined minimum charges for repairs or cleaning  
24 regardless of the actual costs of the services or materials.

25 86. Defendants also as a policy and practice, on information and belief, uniformly  
26 charge for painting units whether such painting is reasonable or necessary.

27 87. Defendants also have a pattern and practice of inflating the claimed charges to  
28 demand additional amounts from tenants after they move out. On information and belief,

1 Defendants do so in order to coerce tenants into forfeiting their security deposit in exchange for  
2 Defendants' tacit or explicit agreement not to pursue the additional charges.

3 88. As a corporate policy and practice, Defendants fail to provide accurate itemized  
4 statements to tenants as required by Civil Code, section 1950.5(g)(1), and do not provide the  
5 backup documentation required by section 1950.5(g)(2).

6 **DEFENDANTS UNLAWFULLY WITHHOLD PLAINTIFFS' SECURITY DEPOSITS**

7 **A. Defendants' Unlawful Policy Practiced on Chen.**

8 89. Plaintiff Chen and her co-tenant Mr. Wei moved out of the Orsini complex on  
9 May 16, 2018. They left their unit in excellent condition, or in a condition at least as good as  
10 when they moved in, ordinary wear and tear excluded.

11 90. More than 21 days have passed since Chen moved out, and pursuant to the  
12 corporate policy and practice described above, Defendants have not refunded any portion of the  
13 security deposit. Consistent with that policy and practice, Defendants have failed and refused to  
14 return Chen's deposit without basis and have demanded that she pay additional amounts  
15 reflecting bogus expenses and inflated and improper charges, jeopardizing Chen's credit.

16 91. On or about May 24, 2018, GHP, on behalf of Orsini III, sent Chen and Mr. Wei a  
17 fraudulent itemization of costs and move-outs statement, claiming not only that the charges  
18 against their security deposit exceeded the deposit, but that they totaled \$1,681.92. GHP  
19 demanded and continues to demand that Chen pay an additional \$1,180.36 in illegal charges.

20 92. Among other things, GHP improperly charged Chen for the following:

21 "Miscellaneous Charges"

22 \$450.00 "HVAC duct cleaning." GHP provides duct cleaning to current  
23 residents on request and for free.

24 \$250.00 "Ozone generator treatment" purportedly by an outside contractor.

25 Unnecessary Painting

26 \$512.39 Painting labor by in-house staff, representing 16 hours of work, plus  
27 materials. GHP admitted in written correspondence that there were  
no stains on the walls requiring new paint.

28 Unnecessary Cleaning

\$250.00 Carpet cleaning, purportedly by an outside vendor. The apartment

02/01/2019

1		had carpet in one small bedroom.
2	\$108.00	Additional cleaning by in-house staff at a rate of \$18.00 per hour, when no cleaning was needed.
3	\$20.00	Miscellaneous cleaning supplies.
4	<u>Maintenance Charges</u>	
5	\$36.00	Unidentified "maintenance."

6

7 A true and correct copy of the attached "Itemized Statement" reflecting these charges is

8 attached hereto as **Exhibit 6**.

9 93. None of these charges were reasonable or necessary to repair the unit other than

10 for ordinary wear-and-tear. On information and belief, many of the charges were simply made

11 up by Defendants to increase their demand to Chen. Others, such as the labor costs for ordinary

12 cleaning and maintenance performed by in-house staff, were substantially inflated.

13 94. Several of the expenses amount to unlawful non-refundable fees and are items that

14 are not legally deducted under Civil Code, section 1950.5. Examples of the improper, non-

15 refundable fees are as follows:

16 a. "HVAC duct cleaning" is not cleaning "of the unit," but of internal

17 building systems that are not within a tenant's control. Duct cleaning amounts to ordinary

18 building maintenance and is not properly deducted under Section 1950.5.

19 b. On information and belief, "ozone generator treatment" is neither a

20 cleaning expense nor a repair expense.

21 c. The tenancy of Plaintiff Chen and Mr. Wei was beyond the useful life of

22 interior paint. Accordingly, any damage to the paint (and there was none) would reflect ordinary

23 wear-and-tear. Nonetheless, Defendants charged them the full cost of painting the unit pursuant

24 to corporate policy and practice.

25 d. General "maintenance" is neither cleaning nor repair.

26 95. Although the Itemized Statement claims that certain of the charges were prorated,

27 Defendants did not in fact prorate any of the charges despite Chen and Mr. Wei living in the unit

28 for in excess of four years.

1 96. Consistent with their policy, custom, and practice, Defendants did not provide any  
2 of the backup documentation required by Civil Code, section 1950.5(g). Among other things,  
3 Defendants failed to provide Chen with any invoices, bills, or other documents from outside  
4 vendors for labor or materials. Defendants also failed to provide any invoices, bills, cost sheets,  
5 or other documents for materials purchased by Defendants on an ongoing basis.

6 97. Chen has demanded that the security deposit be returned and Defendants have  
7 refused to do so.

8 98. On information and belief, Defendants wrongfully withheld Chen's security  
9 deposit, improperly inflated and fabricated charges, charged for improper amounts and items that  
10 are not authorized by Civil Code, section 1950.5 or the Lease, falsified the itemized statement,  
11 and failed to provide backup documentation, pursuant to the corporate policy, practice, and  
12 custom identified above.

13 **B. Defendants' Unlawful Policy Practiced on Chiang.**

14 99. Chiang and his roommate moved out of the Orsini complex on or about July 18,  
15 2018. They left their unit in excellent condition, or in a condition at least as good as when they  
16 moved in, ordinary wear and tear excluded.

17 100. More than 21 days have passed since Chiang moved out, and pursuant to the  
18 corporate policy and practice described above, Defendants have not refunded any portion of the  
19 security deposit. Consistent with that policy and practice, Defendants have failed and refused to  
20 return Chiang's deposit without basis.

21 101. On or about August 20, 2018, GHP, on behalf of the owners of the Orsini  
22 complex, sent Chiang a fraudulent itemization of costs and move-out statement, claiming that  
23 the charges exceeded Chiang's security deposit by \$500.48. A true and correct copy of the  
24 "Move Out Statement" is attached hereto as **Exhibit 7**. A true and correct copy of the "Itemized  
25 Statement" is attached hereto as **Exhibit 8**.

26 102. At the same time, Defendants sent Chiang a "Balance Due Letter" indicating that  
27 a balance was due and owing on Chiang's account, after crediting the security deposit, without  
28 specifying the amount. A true and correct copy of the "Balance Due Letter" is attached hereto as

1 **Exhibit 9.**

2 103. The amounts charged by Defendants against Chiang's security deposit were not  
3 valid under section 1950.5 or the Lease, and, on information and belief, were bogus and inflated  
4 charges, including charges for unnecessary labor and materials, for work that was not performed,  
5 and for materials that were not used.

6 104. The charges reflected in the "Move Out Statement" do not correspond to the  
7 charges set out in the "Itemized Statement."

8 105. Among other things, GHP improperly charged Chiang for the following:

9 Assorted and "Miscellaneous" Charges

- |    |          |   |
|----|----------|---|
| 10 | \$300.00 | "6 Broken kitchen tiles @ \$50.00 per tile" with no description of labor or materials. Chiang did not break any kitchen tiles.  |
| 11 |          |   |
| 12 | \$120.00 | "Right bathroom cabinets have water damage." This item is identified as In House Repair Supplies, "Other," with no description of labor or materials, or how this figure was generated. No such repairs were necessary or reasonable.           |
| 13 |          |   |
| 14 | \$150.00 | "Right bathroom counter is stained. Reglazed." This item is also identified as In House Repair Supplies, "Other" with no description of the labor or materials, or how this figure was generated. No such repairs were necessary or reasonable. |
| 15 |          |   |
| 16 | \$20.00  | "Patio screen repair" with no description provided.   |
| 17 |          |   |
| 18 | \$40.00  | "Stove control panel is scratched" with no description of labor or materials. Chiang did not scratch the control panel.   |

19 Unnecessary Painting

- |    |         |  |
|----|---------|--|
| 20 | \$72.00 | Identified as four hours of in-house painting services described only as "Paint the apartment."    |
| 21 |         |  |
| 22 | \$36.85 | In house painting supplies at various rates without explanation for how the rates were determined. |

23 Unnecessary Cleaning

- |    |          |   |
|----|----------|---|
| 24 | \$126.00 | "Clean the entire apartment - Housekeeper" when no cleaning was needed.   |
| 25 |          |   |
| 26 | \$100.00 | Additional cleaning for supposed carpet cleaning by an outside vendor when no cleaning was necessary and no support was provided for this charge. |
| 27 |          |   |
| 28 | \$35.00  | Miscellaneous in-house cleaning supplies in undisclosed amounts.  |

Maintenance Charges

1 \$45.00 "Maintenance Needed – Technician" for 2.5 hours with no  
2 description provided.  
3

4 106. None of these charges were reasonable or necessary to repair or the unit other than  
5 for ordinary wear-and-tear or to clean the unit to its pre-Lease condition.

6 107. On information and belief, many of the charges were simply made up by  
7 Defendants to increase their demand to Chiang. Others, such as the labor costs for ordinary  
8 cleaning and maintenance performed by in-house staff, were substantially inflated.

9 108. Several of the expenses amount to unlawful non-refundable fees and are items that  
10 are not legally deducted under Civil Code, section 1950.5. Examples of the improper, non-  
11 refundable fees are as follows:

12 a. Ordinary "maintenance," which is neither a cleaning expense nor a repair  
13 expense.

14 b. Charges for interior paint without proration for the ordinary wear and tear  
15 of Chiang's tenancy. Chiang's tenancy was beyond the useful life of interior paint or, at  
16 minimum, constituted the large majority of its useful life. Accordingly, any damage to the paint  
17 (and there was none) would reflect ordinary wear-and-tear. Nonetheless, Defendants charged  
18 the full cost of painting pursuant to corporate policy and practice.

19 c. Charges that appear to simply reflect Defendants' assertion of the value of  
20 certain items without any connection to labor or materials required for repair, *e.g.*, \$40.00 for  
21 "scratched" stove control panel.

22 109. None of the items appear to have been prorated in any fashion despite Chiang  
23 living in the apartment for two years.

24 110. Consistent with their policy, custom, and practice, Defendants did not provide any  
25 of the backup documentation required by Civil Code, section 1950.5(g). Among other things,  
26 Defendants failed to provide Chiang with any invoices, bills, or other documents from outside  
27 vendors for labor or materials. Defendants also failed to provide Chiang any invoices, bills, cost  
28 sheets, or other documents for materials purchased by Defendants on an ongoing basis.

1 111. On information and belief, Defendants wrongfully withheld Chiang's security  
2 deposit, improperly inflated and fabricated charges, charged for improper amounts and items that  
3 are not authorized by Civil Code, section 1950.5 or the Lease, falsified the itemized statement,  
4 and failed to provide backup documentation, pursuant to the corporate policy, practice, and  
5 custom identified above.

6 **CLASS ACTION ALLEGATIONS**

7 112. Plaintiffs brings this action on behalf of themselves and the following class and  
8 subclasses of persons similarly situated:

9 Main Class: All past, current, and future apartment tenants of the Defendants who have  
10 vacated or will vacate their apartment units leased from Defendants during the Class  
11 Period, defined below, and who have had or will have their security deposits withheld, in  
12 whole or in part, other than for non-payment of rent, late charges, or returned-check  
13 charges.

14 Orsini Subclass (Subclass 1): All past, current, and future apartment tenants of  
15 defendants Palmer Boston Street and/or Orsini III at the Orsini apartment complex who  
16 have vacated or will vacate their apartment units at that complex during the Class Period,  
17 defined below, and who have had or will have their security deposits withheld, in whole  
18 or in part, other than for non-payment of rent, late charges, returned-check charges.

19 Painting Subclass (Subclass 2): All past, current, and future apartment tenants of  
20 Defendants who have vacated or will vacate their apartment units leased from Defendants  
21 during the Class Period, defined below, and who have had or will have money withheld  
22 from their security deposits for painting.

23 Cleaning Subclass (Subclass 3): All past, current, and future apartment tenants of  
24 Defendants who have vacated or will vacate their apartment units leased from Defendants  
25 during the Class Period, defined below, and who have had or will have money withheld  
26 from their security deposits for cleaning.

27 Plaintiffs reserve the right to amend the class and subclass definitions as additional information  
28 develops through discovery and investigation. The members of the foregoing classes, subject to  
the exclusions set forth below, are referred to herein as "Class Members."

113. The "Class Period" means the period running from a date four years and 21 days  
prior to the filing of the Complaint in this action through the date of final judgment herein.

114. The above class and subclasses exclude the following persons: (a) all persons  
who vacated their apartment units leased from Defendants through eviction, (b) any judges who  
preside over this case, their staff, and their spouses, (b) all persons who "opt out" of the classes,

1 and (c) all employees, officers, directors, agents, or representatives of Defendants and their  
2 family members.

3 115. The class and subclasses are so numerous that joinder of all members is  
4 impracticable, and certification of one or more classes is in the best interests of the parties, the  
5 public, and the Court. At this time, although Plaintiffs do not know the exact size of the class,  
6 Plaintiffs are informed and believe that there are in excess of 10,000 members in the main class,  
7 and several hundred members in each of the subclasses. The exact members of the class and  
8 subclasses are ascertainable based on the records of Defendants.

9 116. This case involves common questions of law and fact, which predominate over  
10 individual issues, including, at minimum, the following:

11 a. Whether Defendants have adopted a corporate policy, custom, or practice  
12 of uniformly withholding all or part of tenants' security deposits in violation of Civil Code,  
13 section 1950.5;

14 b. Whether Defendants have adopted a corporate policy, custom, or practice  
15 of uniformly deducting from tenants' deposits for cleaning, including unnecessary cleaning, in  
16 violation of Civil Code, section 1950.5;

17 c. Whether Defendants have adopted a corporate policy, custom, or practice  
18 of imposing charges that amount to unlawful non-refundable fees in violation of Civil Code,  
19 section 1950.5;

20 d. Whether the terms of Defendants' standard form lease permit Defendants  
21 to deduct from tenants' deposits for cleaning, and whether Defendants' doing so is in violation  
22 of those leases;

23 e. Whether Defendants have adopted a corporate policy, custom, or practice  
24 of uniformly deducting from tenants' deposits for painting in violation of Civil Code, section  
25 1950.5;

26 f. Whether Defendants have adopted a corporate policy, custom, or practice  
27 of charging for repairs necessitated by ordinary wear and tear in violation of Civil Code, Section  
28 1950.5;



1 g. Whether Defendants have adopted a corporate policy, custom, or practice  
2 of unlawfully failing to prorate the expenses of repairs in violation of Civil Code, section  
3 1950.5;

4 h. Whether Defendants have adopted a corporate policy, custom, or practice  
5 of unlawfully inflating the costs of in-house labor and materials in charging against tenants'  
6 security deposits in violation of Civil Code, section 1950.5;

7 i. Whether Defendants have adopted a corporate policy, custom, or practice  
8 of deducting from tenants' security deposits for charges that are neither cleaning nor repairs in  
9 violation of Civil Code, section 1950.5;

10 j. Whether Defendants have adopted a corporate policy, custom, or practice  
11 of unlawfully fabricating charges to deduct from tenants' security deposits in violation of Civil  
12 Code, section 1950.5;

13 k. Whether Defendants have, as a matter of corporate policy, custom, or  
14 practice uniformly failed to provide the documentation required under Civil Code, section  
15 1950.5(g)(2) to tenants who move out;

16 l. Whether Defendants have, as a matter of corporate policy, custom, or  
17 practice, uniformly provided false or misleading itemized statements in violation of Civil Code,  
18 section 1950.5(g)(2);

19 m. Whether Defendants' conduct as alleged herein is an unlawful, fraudulent,  
20 or unfair business practice within the meaning of Business & Professions Code, section 17200;

21 n. Whether Defendants' conduct as alleged herein is in bad faith warranting  
22 statutory damages pursuant to Civil Code, section 1950.5(l);

23 o. Whether Class Members are entitled to restitution under Business &  
24 Professions Code, section 17200.

25 117. Plaintiffs' claims are typical of those of absent class members. Defendants  
26 unlawfully withheld Plaintiffs' security deposits, and provided false and insufficient  
27 documentation, pursuant to the corporate policies, customs, and practices alleged herein, which  
28 apply uniformly to all of the apartment complexes owned and operated by Defendants.

1 Defendants' unlawful conduct had the same effect on Plaintiffs as it had on each of the Class  
2 Members, resulting in the unlawful withholding of his deposits.

3 118. Plaintiffs are adequate representative of the class and subclasses because they fit  
4 within the class definitions, and their interests do not conflict with those of absent class  
5 members. Plaintiffs and counsel will prosecute this action vigorously for the benefit of the entire  
6 class and Plaintiffs are represented by competent counsel with experience in class action matters.  
7 Plaintiffs and counsel can adequately protect the interests of all Class Members.

8 119. A class action is the superior method for the fair and just adjudication of this  
9 controversy. The expense and burden of individual actions makes it impossible or impracticable  
10 for Class Members to vindicate their rights on an individual basis.

11 120. The trial and litigation of this action as a class action will be manageable.  
12 Defendants, on information and belief, retain sufficient records to demonstrate the policies and  
13 practices at issue, and the amounts improperly withheld, on a class-wide basis. Individual  
14 litigation would increase the cost and delay on all parties.

15 **INJUNCTIVE & DECLARATORY ALLEGATIONS**

16 121. Defendants have acted and/or refused to act on grounds generally applicable to  
17 Plaintiffs and the Class Members, making final injunctive relief and declaratory relief  
18 appropriate with respect to the class as a whole

19 122. Plaintiffs and the Class Members lack a plain, speedy, just, and adequate remedy  
20 at law to compel Defendants to comply with the legal requirements of Civil Code, section  
21 1950.5 and Business & Professions Code, section 17200, *et seq.* Plaintiffs and the Class  
22 Members also lack a plain, speedy, just, an adequate remedy to compel Defendants to comply  
23 with their contractual obligations pursuant to Plaintiffs' and the Class Members' residential  
24 leases.

25 123. Plaintiffs and the Class Members have suffered and will continue to suffer  
26 irreparable injury absent an injunction compelling Defendants to discontinue their illegal  
27 conduct and to comply with Civil Code, section 1950.5, and an order of specific performance  
28 compelling them to comply with the terms of those leases. An injunction is specifically

1 authorized pursuant to Business & Professions Code, section 17203.

2 124. Defendants' illegal conduct is ongoing and threatens to be continued in the future  
3 unless enjoined.

4 125. An actual controversy has arisen between Plaintiffs and the Class Members, and  
5 Defendants, regarding the legality of Defendants' conduct, the interpretation of Defendants'  
6 standard-form lease provisions, and Defendants' breach of those provisions.

7 126. A judicial declaration of the parties' respective rights and duties is necessary so  
8 that the parties may ascertain their legal rights in this controversy and govern their conduct  
9 accordingly.

10 **CAUSES OF ACTION**

11 127. Based on the foregoing, Plaintiffs brings the following causes of action against  
12 Defendants on behalf of themselves and all other Class Members similarly situated.

13 **FIRST CAUSE OF ACTION**  
14 **VIOLATION OF CIVIL CODE § 1950.5**  
15 **(By Plaintiffs and the Class and Subclasses Against All Defendants)**

16 128. Plaintiffs repeats and re-alleges each of the allegations in the foregoing paragraphs  
17 as though fully set forth herein.

18 129. Plaintiffs and the other Class Members are current or former tenants of  
19 Defendants. Plaintiffs and the other Class Members have moved out or will move out of the  
20 Defendants' during the Class Period.

21 130. Defendants have violated or will violate Civil Code, section 1950.5 with respect to  
22 Plaintiffs and the other Class Members by withholding all or substantially all of Plaintiffs' and  
23 Class Members' security deposits without a valid basis.

24 131. Defendants have withheld or will withhold all or a substantial portion of the  
25 security deposits from each of the Class Members, including Plaintiffs, for charges that are not  
26 statutorily authorized repair or cleaning items. Defendants have done so, and will continue to do  
27 so, by (a) charging for items that are neither proper cleaning nor proper repairs, (b) charging for  
28 repairs necessitated by ordinary wear-and-tear, (c) failing to prorate repairs to reflect ordinary

1 wear-and-tear, (d) inflating and fabricating the charges for cleaning and repairs, and (e) charging  
2 ordinary maintenance to tenants as deductions from their security deposits.

3 132. Defendants have violated or will violate Civil Code, section 1950.5(g) as to  
4 Plaintiffs and each of the Class Members by (a) falsifying the "itemized statements" provided to  
5 tenants when they move out, (b) failing to timely provide the itemized statements required by  
6 Civil Code, section 1950.5(g), and (c) failing to provide the backup documentation required by  
7 that section.

8 133. Each of the Class Members, including each of the Plaintiffs, has been harmed by  
9 these violations by, among other things, failure to receive the return of their security deposits  
10 required by law and failing to receive accurate itemized statements with backup documentation.

11 134. Defendants' conduct alleged herein was undertaken knowingly, and in bad faith,  
12 with an intention to harm Plaintiffs and the Class Members. Defendants' conduct was  
13 despicable and in knowing violation or willful disregard of Plaintiffs and Class Members  
14 statutory rights. Defendants' conduct was willful, oppressive, malicious, and fraudulent within  
15 the meaning of Civil Code, section 3294.

16 **SECOND CAUSE OF ACTION**  
17 **BREACH OF CONTRACT**  
18 **(By Plaintiffs and the Class and Subclasses Against the Owners and Does 2-100)**

19 135. Plaintiffs repeats and re-allege all of the allegations in the foregoing paragraphs as  
20 though fully set forth herein.

21 136. Plaintiffs and each of the Class Members entered into a standard-form lease  
22 prepared by Defendants, which contained substantially identical provisions, providing as  
23 follows:

24 a. That Defendants would return tenants' security deposits less specified  
25 charges;

26 b. That Defendants would only deduct from tenants' security deposits for (i)  
27 default under their leases, such as non-payment of rent, late fees, or returned check fees, and (ii)  
28 necessary repairs to the units, other than repairs required due to ordinary wear-and-tear;

1 137. Plaintiffs and each of the other Class Members performed all material obligations  
2 under their respective leases with Defendants.

3 138. All conditions to Defendants' performance of the lease obligations with respect to  
4 return of security deposits were satisfied or waived.

5 139. Defendants have failed and refused to comply with the lease terms by, among  
6 other things, (a) wrongfully withholding tenants' security deposits, and (b) charging against  
7 security deposits other than for default under the lease or repairs other than those required due to  
8 ordinary wear-and-tear.

9 140. Plaintiffs and the other Class Members have been harmed by this breach,  
10 including by having their security deposits improperly withheld, in whole or in part, by  
11 Defendants.

12 141. Defendants' breach of the lease provisions is ongoing.

13 142. Defendants' breach of the lease provisions was a substantial factor in causing said  
14 harm to Plaintiffs and the other Class Members.

15 **THIRD CAUSE OF ACTION**  
16 **CONVERSION**  
17 **(By Plaintiffs and the Class and Subclasses Against All Defendants)**

18 143. Plaintiffs repeats and re-alleges all of the allegations in the foregoing paragraphs  
19 as though fully set forth herein.

20 144. Plaintiffs and the other Class Members delivered to Defendants identifiable,  
21 traceable sums of money in the form of security deposits.

22 145. Plaintiffs and the Class Members retained a vested interest in those funds. Civil  
23 Code, section 1950.5(d) provides that "[a]ny security shall be held by the landlord for the tenant  
24 who is a party to the lease or agreement."

25 146. 21 days after the conclusion of their tenancy, Plaintiffs and the other Class  
26 Members had a right to immediate return and possession of their security deposits, less proper  
27 charges by Defendants.

28 147. Defendants have wrongfully exercised dominion and control over Plaintiffs' and

1 other Class Members' security deposits. Defendants have wrongfully retained those security  
2 deposits in whole or in substantial part, have made improper deductions from those deposits, and  
3 have diverted the funds to Defendants' own purposes.

4 148. Defendants have withheld and diverted Plaintiffs' and other Class Members'  
5 security deposits intentionally and willfully.

6 149. Plaintiffs and other Class Members did not consent to the withholding of their  
7 security deposits, in whole or in part.

8 150. Plaintiffs and the other Class Members have been harmed by Defendants'  
9 conversion of their security deposits by being deprived of funds that lawfully belong to Plaintiffs  
10 and other Class Members.

11 151. Defendants' conduct in improperly withholding security deposits and diverting  
12 those deposits was the direct, legal, and proximate cause of this harm.

13 152. Defendants' conduct was willful, oppressive, malicious, and fraudulent within the  
14 meaning of Civil Code, section 3294. Defendants intended their conduct to cause injury to  
15 Plaintiffs and the other Class Members, or in the alternative, that conduct was despicable and in  
16 knowing violation or conscious disregard of Plaintiffs and Class Members' statutory and  
17 contractual rights.

18 **FOURTH CAUSE OF ACTION**  
19 **UNFAIR COMPETITION (BUS. & PROF. CODE § 17200)**  
20 **(By Plaintiffs and the Class and Subclasses Against All Defendants)**

21 153. Plaintiffs repeats and re-allege each of the foregoing allegations as though fully  
22 set forth herein.

23 154. Plaintiffs and each of the other Class Member have lost money or property as a  
24 result of Defendants' conduct by failing to receive a return of their security deposits, in whole or  
25 in part, to which they were legally and contractually entitled.

26 155. Defendants have engaged in unlawful, unfair, and fraudulent business acts and  
27 practices as alleged herein, as to Plaintiffs and the Class Members, including, but not limited to:

28 a. Wrongfully withholding tenants' security deposits, without basis, pursuant

1 to a corporate policy and practice;

2 b. Improperly deducting from tenants' security deposits for charges that are  
3 not authorized by statute or by Defendants' leases with Plaintiffs and the other Class Members;

4 c. Fabricating charges and falsifying itemized statements of charges, without  
5 supporting documentation, to justify the wrongful withholding of Plaintiffs' and Class Members'  
6 security deposits.

7 156. Defendants' conduct was unlawful in violation of Civil Code, section 1950.5 and  
8 the public policies embodied therein.

9 157. To the extent not specifically prohibited by Civil Code, section 1950.5,  
10 Defendants' conduct was also unfair within the meaning of Business & Professions Code,  
11 section 17200, in that it was closely akin to a violation of that provision. Defendants' conduct  
12 was also unfair in that it was substantially harmful to Plaintiffs and other Class Members without  
13 any legitimate, countervailing benefit.

14 158. Defendants' conduct was fraudulent. Defendants represented to Plaintiffs and  
15 Class Members through standard-form leases that Defendants would return Plaintiffs' and Class  
16 Members' security deposits, less proper specified charges. On information and belief,  
17 Defendants had no intention of returning said security deposits as represented and intended at all  
18 times to improperly withhold those deposits in whole or in part. Further, Defendants' scheme  
19 relied on the fabrication and falsification of itemized reports, move-out statements, and  
20 deductions to convince tenants not to seek return of their security deposits, constituting  
21 fraudulent conduct.

22 159. Defendants' conduct has allowed them to gain an unfair advantage over law-  
23 abiding property owners, operators, and managers, who are competitors of Defendants.

24 160. As a direct and proximate result of the acts and practices alleged herein, Plaintiffs  
25 and Class Members have suffered a loss of money and property, in the form of unlawful  
26 withholding and deductions from their security deposits.

27 161. Defendants' conduct was willful, oppressive, malicious, and fraudulent within the  
28 meaning of Civil Code, section 3294. Defendants intended their conduct to cause injury to

1 Plaintiffs and the other Class Members, or in the alternative, that conduct was despicable and in  
2 knowing violation or conscious disregard of Plaintiffs and Class Members' statutory and  
3 contractual rights.

4 **PRAYER FOR RELIEF**

5 Based on the foregoing, Plaintiffs pray for relief on behalf of themselves and the other  
6 Class Members as follows:

7 A. For an order certifying this action as a class action pursuant to California Code of  
8 Civil Procedure, section 382, and appointing Plaintiffs as the class representatives and Plaintiffs'  
9 counsel as class counsel;

10 B. Interim, final, and permanent injunctive relief in equity and pursuant to Business  
11 & Professions Code, section 17203, as follows:

12 1. Enjoining and restraining Defendants from unlawfully withholding tenant  
13 security deposits and from deducting against those deposits for improper charges;

14 2. Enjoining and restraining Defendants from deducting from security deposits  
15 without providing accurate itemized statements and backup documentation as required by Civil  
16 Code, section 1950.5(g);

17 3. Ordering Defendants to provide accurate itemized statements and backup  
18 documentation required by Civil Code, section 1950.5(g) unless (a) the amount of deductions  
19 does not exceed \$125.00, or (b) the tenant voluntarily signs a proper written waiver pursuant to  
20 that section;

21 C. An order of specific performance prohibiting Defendants from withholding funds  
22 from security deposits, except for proper items specified in Defendants' leases with Plaintiffs  
23 and Class Members, and directing them to return any security deposits unlawfully withheld from  
24 Plaintiffs and Class Members;

25 D. A declaratory judgment establishing the parties' rights and duties, as follows:

26 1. Declaring that Defendants' conduct violated Civil Code, section 1950.5;

27 2. Declaring that Defendants' conduct violated the standard-form lease

28 provision identified above; and

02/01/2020



1           3.     Declaring that, under Defendants' standard-form lease, Defendants are not  
2 entitled to deduct from security deposits for cleaning.

3           E.     For an equitable accounting to determine, identify, locate, and restore to Plaintiffs  
4 and all other Class Members the amounts wrongfully withheld by Defendants;

5           F.     For restitution pursuant to Business & Professions Code, section 17203;

6           G.     For monetary damages according to proof at trial;

7           H.     For statutory damages pursuant to Civil Code, section 1950.5(i), in an amount  
8 equal to twice Plaintiffs' and Class Members' actual damages, plus interest thereon;

9           I.     For punitive damages on account of Defendants' willful, malicious, fraudulent,  
10 and oppressive conduct, pursuant to Civil Code, section 3294;

11          J.     For pre-judgment interest as provided by law;

12          K.     For an award of reasonable attorney's fees as provide by law and pursuant to the  
13 parties' leases;

14          L.     For costs of suit; and

15          M.     For such other and further relief as the Court may deem just and proper.

16 Dated: January 31, 2019

Respectfully submitted,

17 By: \_\_\_\_\_

18 David W. Affeld  
19 Christopher Grivakes  
20 Damion D. D. Robinson  
21 Affeld Grivakes LLP

- and -

22 Edward L. Wei, State Bar No. 252333

23 Attorneys for Plaintiffs Xin Chen and  
24 Brian Chiang and all others similarly  
25 situated

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all matters so triable.

Dated: January 31, 2019

Respectfully submitted,

By: 

David W. Affeld  
Christopher Grivakes  
Damion D. D. Robinson  
Affeld Grivakes LLP

- and -

Edward L. Wei, State Bar No. 252333

Attorneys for Plaintiffs Xin Chen and  
Brian Chiang and all others similarly  
situated



02/01/2010

# LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of March, 2014, between Palmer Boston St. Properties III, L.P. d/b/a Orsini, "Owner/Agent," whose address and phone number are 505 North Figueroa Street, Los Angeles, CA 90012, (213) 346-7900 and Edward L. Wei, "Resident."

THE PARTIES AGREE AS FOLLOWS:

- 1. RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: 606 N. Figueroa Street #309, Los Angeles, CA 90012.
- 2. OCCUPANCY:** Only the below named individuals are authorized to reside in the premises. Resident expressly agrees not to allow any other individual to reside in the premises without first notifying the Owner and obtaining the Owners written consent. Should Resident allow additional unauthorized occupants to reside in the premises without first notifying the Owner and obtaining the owners written consent, Owner may terminate this Lease and Resident's tenancy. Resident is responsible for the actions of all.

RESIDENT(S):

Edward L. Wei

LIST OF ALL OCCUPANTS (Do not list any Residents from above):

- 3. PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Should the Premises not be available for Lessee to take possession at the commencement of the Term specified herein, Owner reserves the right to substitute the Premises with an equivalent size or larger size Premises ("Substituted Premises") at the same monthly rental rate specified herein. Lessee agrees that upon delivery of the Substituted Premises at the commencement of the Term, Lessee shall be bound to all covenants and conditions contained herein.
- 4. TERM OF LEASE:** The initial term of this Agreement shall commence on March 9, 2014 and end on January 8, 2015. Either party, Lessor or Lessee, may terminate this Agreement after the initial term by giving the other party written notice of its intention to terminate the tenancy at least thirty (30) days prior to the expiration of the initial term. In the event Lessee fails to give such written notice and/or holds over the possession of said premises after the initial term of this Agreement, Lease shall become Month to Month subject to a rental increase as allowed under the California State law. Such tenancy shall continue only with permission or consent of Lessor, as a month-to-month tenancy until either Lessee terminates the tenancy by giving the other thirty (30) days written notice of its intention to terminate the tenancy unless otherwise agreed to by the parties or Lessor terminates the tenancy by giving not less than sixty (60) days written notice of termination of the tenancy. Lessee agrees to pay all rent up to and including the end of any notice period or until the unit is re-occupied, whichever occurs first. Lessee shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day he remains in the premises. If the Lessor, for any reason, cannot deliver the possession of said premises to the Lessee at the commencement of said term, as herein above specified, this Agreement shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damages resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between commencement of said term and the time when the Lessor can deliver possession.  
(Initials) B.W.
- 5. RENT:** The total initial monthly base rent for the Premises shall be \$2,329.00, which rent Lessee hereby agrees to pay at the management office or at such other place as Lessor may from time to time designate. **The first month's rent or prorated rent shall be \$1,707.93 for the period beginning on March 9, 2014.** Lessee hereby agrees to prorate its rent in order that rental payments shall fall due on the **first** day of each month. Lessee hereby agrees to pay said rent in advance on or before the **FIRST DAY OF EACH MONTH**. Lessee agrees that all rental payments shall be made by check, certified cashier's check, Money Order, credit card or electronic payment only, and that **NO CASH** will be accepted for rental payments. **ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO PALMER BOSTON ST. PROPERTIES III, L.P. D/B/A ORSINI AND SHALL BE DELIVERED TO THE COMMUNITY BY INSERTING THE RENT PAYMENT INTO THE SECURED "DROP BOX" located at 505 N. Figueroa Street, Los Angeles, CA 90012 DURING NORMAL BUSINESS HOURS.** Normal business hours and hours of delivery of rental payments are: **Monday - Friday 9am to 7pm, Saturday/Sunday 9am to 6pm**. The phone number for the above address is: **(213) 346-7900**. The name of the authorized agent available to discuss your rental payments is: **Palmer Boston St. Properties III, L.P. d/b/a Orsini**. If Tenant pays by credit card or electronic payment then, Tenant hereby agrees not to chargeback any rent payments made



by electronic payment to Landlord, including but not limited to payments using ACH, credit card, and debit card. Tenant agrees that failure to abide by this agreement may result, as additional rent, in applicable late fees charges as specified in this agreement. Moreover, If Tenant's rent payment made by electronic payment is charged-back at any time turning the tenancy, Tenant may be required to pay all future rent and other charges by money order or certified check. Lessor may apply any payment made by Lessee to any obligation of Lessee to Lessor notwithstanding any dates or other direction from Lessee that accompanies any such payment. Any attempt by Lessee to allocate a payment in any other way shall be null and void. All monies will be applied to past due amounts first, then any outstanding rent amounts unless otherwise specified. Lessor has provided Lessee with the option of making payments to Lessor via certain electronic payment systems. If Lessee submits an electronic payment to Lessor, then Lessee is solely responsible for safeguarding their account information. Lessee agrees to hold the provider of services harmless from any claims resulting from the use of the electronic payment system, including but not limited to the improper use of account information by third parties. You agree, at your own expense, to indemnify, defend and hold Lessor harmless and related parties, against any claim, suit, action or other proceeding brought against Lessor and related parties, by a third party, to the extent that such claim, suit, action or other proceeding is based on or arises in connection with use of an electronic payment system.

(Initials) B. W. ORSINI

6. **CHARGES FOR LATE PAYMENTS & RETURNED CHECKS:** If the Lessee does not pay the full amount of the rent shown in Paragraph 4 by the end of the third (3rd) day of the month, the Lessor may collect a fee of \$75.00. Furthermore, if the Lessee does not pay by the end of the fifth (5) day of the month, the Lessee may only pay by cashier's check or Money Order. The Lessor may terminate this Agreement for failure to pay late charges, and may terminate this Agreement for non-payment of rent, as explained in Paragraph 4. The Lessor may collect a fee of \$25.00 on the first or any additional time a check is not honored for payment (insufficient funds or for any other reason). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Lessee. Lessor and Lessee agree that these charges are presumed to be damages sustained because of Lessee's late payment of rent and not merely a penalty. Lessor and Lessee agree further that it is impractical and/or extremely difficult to ascertain the actual damages sustained by Lessor as a result of Lessee's late payment of rent. If Lessee gives Lessor two checks that are returned for nonpayment during the term of this Lease, then the future rent shall be **payable** by certified cashier's check or Money Order only. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof.

7. **SECURITY DEPOSIT:** Before the commencement of the term, Lessee shall pay a Security Deposit of \$500.00, (the "Security Deposit") for the purposes set forth in Civil Code Section 1950.5. No trust relationship between Lessor and Lessee is created because of the Security Deposit and Lessor may commingle the Security Deposit with other funds of Lessor. The Lessor will hold this security deposit for the period the Lessee occupies the unit. After the Lessee's tenancy has terminated and Lessee has returned possession of the premises to Lessor, the amount of the refund, if any, will be determined in accordance with the following conditions and procedures: (a) After the Lessee has moved from the unit, the Lessor will inspect the unit; (b) The Lessor will refund to the Lessee the amount of the security deposit less any amount needed to pay the cost of: (1) Lessee's defaults in the performance of the Rental Agreement, including but not limited to, unpaid rent, charges for late payment of rent and returned checks as described in Paragraph 5; (2) Damages that are not due to normal wear and tear and are not listed on the Move In/Move Out Inspection Report; (3) Charges for keys, cards, permits and restricted access devices not returned, as described in Paragraph 11; (c) The Lessor agrees to provide an itemized accounting of the amount computed with regard to the balance of the Security Deposit within twenty-one (21) days in the State of California, after the Lessor has recovered full possession of the premises, and the Lessee has returned the keys and possession of the unit to the Lessor. (d) The Lessor shall pay any refund to all Lessee(s) identified in this Agreement. (e) Security Deposit shall not be applied to last month's rent or unpaid damages prior to vacating the unit.

(Initials) B. W. ORSINI

8. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: None. Resident shall have the following utilities connected at all times during the tenancy:  Electric, Gas, Water, Sewer, and Trash Disconnection of utilities due to non-payment is a material violation of this Agreement.

To the extent that Lessee is responsible for payment of other utilities, Lessee shall also be responsible for notifying the appropriate utility provider on or before the move-in date for the purpose of placing such utilities in the Lessee's name. Lessee's failure to notify the appropriate utility provider within three (3) days of move-in may result in Lessor assessing additional charges for the utility service for the period from move-in until such time as utilities are placed in the Lessee's name, together with Lessor's reasonable costs for determining such assessment. Lessor may modify the method by which the utilities are furnished to the premises or billed to Lessee during the term of this lease including, but not limited to sub-metering of the premises for certain utility services or billing Lessee for utilities previously included within the rent.



In the event Lessor chooses to so modify utility service to the premises, Lessor shall give Lessee not less than **thirty (30) days prior written notice** of such modification. In the event of interruption or failure of utility services required to be furnished by Lessor to the premises, Lessor shall use reasonable diligence in its efforts to restore such services. Lessor shall not be liable for any damages directly or proximally caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Lessor's failure to pay for the provision of such services for the Premises to the service provider.

It is understood and agreed between Lessor and Lessee that in the event sub metered or allocation payments are not made when due, it shall be considered a default under the rental agreement. Any monies owed pursuant to this rental agreement are deemed additional rent. Lessee agrees that Lessor may bring summary proceedings for eviction as if the rent were not paid. When the Lessee moves from the property, the utility charge must be paid by the move out date. Any unpaid utility charges at the time of the move out date will be deducted from the security deposit.

**9. ACCEPTANCE OF 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.

**10. CONDITION AND CARE OF DWELLING UNIT:** By signing the Move In/ Move Out Inspection Report , the Lessee acknowledges that the unit is clean and in good condition with all appliances and equipment in good working order, except as noted. Lessee has also inspected the aforementioned premises and certifies that he/she has not observed mold, mildew or moisture within the premises. Lessee agrees to immediately notify Management if he/she observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow management to evaluate and make recommendations and/or take appropriate corrective action. Lessee relieves Lessor from any liability for any personal injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the premises.

Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident is not responsible for the upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.

The Lessee agrees to: (a) keep the unit clean; (b) use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended; (c) not litter the grounds or common areas of the project; (d) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds; (e) give the Lessor prompt written notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities or observation of mold or mildew conditions in any portion of the premises; (f) remove garbage and other waste from the unit in a clean and safe manner and properly dispose in refuse receptacle; (g) not interfere with the safe and quiet enjoyment or comfort of the other Lessees and (h) not make any repairs to Lessors premises without prior written consent.

The premises are equipped with one or more functioning smoke detection device(s) and Lessee shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Lessor. Lessee shall not disable the smoke detection device(s). Lessor shall have the right to enter the premises to check and maintain the smoke detection devices as provided by law.

(Initials)                       
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**11. REPAIRS AND ALTERATIONS**

Resident shall make a written request to Owner/Agent regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation

02/01/2019



or proceeding caused by Resident. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

Lessee agrees to refrain from any alteration including but not limited to (a) change or remove any part of the appliances, fixtures or equipment in the unit; (b) paint or install wallpaper or contact paper in the unit; (c) install washing machines, dishwashers, dryers, fans, heaters or air conditioners in the unit (without prior written approval).

- 12. DAMAGE AND DESTRUCTION:** Lessee hereby indemnifies Lessor against, and agrees to pay on demand for all reasonable costs of repair or restorations as a result of any damage or destruction to the premises or any part thereof resulting from the willful act of Lessee, and/or any person on the premises through or under Lessee, including, without limitation, Lessee's family, agents, servants, employees, invitees or guests. In particular, but without limiting the generality of the foregoing, Lessee indemnifies Lessor against any damage or destruction resulting from leaving windows or doors open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off gas or electrical appliances or lights when not in use and littering of the premises or adjoining common areas. In addition and without limitation, Lessee shall pay for any expenses, damage or repair occasioned by the stopping or overflow of waste pipes, bath tubs, toilets, wash basins, disposals, washing machines, dishwashers, sinks or water filled furniture, provided such stopping or overflow was caused by the act or omission of Lessee and or any person on premises through or under Lessee, including, without limitation, Lessee's family, agents, servants, employees, invitees or guests. Lessee further agrees to pay rent for the period the unit is damaged whether or not habitable, if such damage is caused as outlined herein. In the event of damage to the premises by fire, water, or other hazard; or in the event of malfunction of equipment or utilities, Lessee shall immediately notify Lessor. If the damages are such that occupancy can be continued Lessor shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs.

If, in Lessor's opinion, the premises are so damaged as to be unfit for occupancy, and Lessor elects to make such repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the premises, residential facilities (i.e., common areas, elevators, etc.) and/or the garage serving the residential Premises is so damaged or destroyed as to be, in the sole opinion of Lessor, incapable of being satisfactorily repaired within sixty (60) days after such damage or destruction, then Lessor shall have the right to terminate this Lease by notice delivered to Lessee and Lessee shall be liable only for rental payments up to the date of such damage or destruction or, if later the date Lessee vacates the premises; or, in the case of damage or destruction to the premises only, Lessee agrees to accept a comparable unit (if available) in the residential Premises for the remaining term of this Lease.

- 13. MOVE-OUT PROCEDURES:** When Lessee moves out of the Premises, an inspection of the condition of same shall be made after all of the personal effects of Lessee have been removed. Lessee should accompany Lessor during said inspection to help resolve any problems that may arise. Failure of Lessee to do so shall constitute a concurrence by Lessee in Lessor's assessment of charges for damages or cleaning. After inspection by Lessor, appropriate charges will be assessed by Lessor for any missing items; damages or repairs to the Premises, or its contents (normal wear and tear excepted); insufficient light bulbs; scratches, burns, or holes in the walls, doors, floors, draperies, carpets and/or furniture; and for cleaning the Premises (including all kitchen appliances). Lessee shall be charged for each unreturned key (including mail-box key and garage remote), and charged for replacing locks if all door keys to the Premises are not returned to Lessor.
- 14. OPTION TO PAY CANCELLATION FEE:** In the event Lessee desires to terminate the lease before the expiration of the lease term, Lessee may, at Lessee's option, elect to pay to Lessor a cancellation fee plus payment of the rent due for the last month or portion thereof of occupancy by delivering to Lessor in writing a 30-day notice of Lessee's intention to cancel this lease. Such notice will be effective thirty (30) days from the date it is given. The notice must be accompanied by payment of a cancellation fee equal to 1 month's rent plus payment of the rent due for the last month or portion thereof of occupancy and full repayment of any rent concession amounts. Such payment will release Lessee only from any further rental obligations beyond the date the cancellation is effective. However, all other terms of the Lease and the Security Deposit Agreement must be complied with, through the date the premises was vacated on or before the effective date of the cancellation. Lessor shall retain all remedies for non-compliance with the Lease and Security Deposit Agreement, and Lessee shall be liable for any damages for non-compliance. Total amount of concession for term of lease is \$6,540.00.
- 15. GENERAL RESTRICTIONS:** Lessee agrees and covenants not to assign this Agreement or sublet the Premises or any portion of the Premises. This obligation of Lessee is intended as a strict and absolute prohibition against subletting and assignment and may not be waived by either party. The parties agree that violation of this covenant and obligation shall be just cause for eviction.



The Lessee agrees not to, (a) use the unit for unlawful activities; (b) engage in or permit unlawful activities in the unit, in the common areas or on the community grounds; (c) make or permit noises or acts that will disturb the rights or comfort of neighbors and the community; (d) violate any city ordinance, state or federal laws in or about said premises; (e) use any utility in a wasteful or unreasonable or hazardous manner. Lessee and any member of Lessee's household or a guest or other person under the Lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the project premises. "Drug-related criminal activity" means 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 Substances Act (21 U.S.C. 802)). Lessee and any member of the Lessee's household, or a guest or other person under the Lessee's control **shall not engage in any act of violence** or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises. **Lessee agrees to keep the volume of any radio, stereo, television or musical instrument at such a level which will not disturb the neighbors;** and (f) waterbeds and 30+ gallon water tanks are permitted only if Lessee first obtains insurance protecting Lessor in an amount not less than \$100,000.00, and an increase in Lessee's security deposit equal to one-half month's rent. Lessee must install, maintain and dismantle the bed in accordance with industry standards. VIOLATION OF THESE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

16. **DEFAULT BY LESSEE:** Lessee's performance of each of Lessee's obligations under this Lease is a condition as well as a covenant. Lessee's right to continue in possession of the leased premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions. Lessee shall be in material default under this Lease in the following circumstances: (a) If Lessee abandons or vacates the premises, Lessee shall have the remedy under California Civil Code Section 1951.4, as such Section may be amended, supplement or replaced from time to time.
17. **REMEDIES:** On the occurrence of any such material default by Lessee, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have: (a) Terminate Lessee's right to possession of the premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the premises to Lessor and Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including (i) the worth at the time of the award of all rent, and other charges which were earned or were payable at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid rent, and other charges which would have been earned or were payable after termination until the time of the award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided, (iii) the worth at the time of the award of the amount by which the unpaid rent, and other charges which would have been payable for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided, and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor in maintaining or preserving the premises after such default, the cost of recovering possession of the premises, expenses of relating, including Lessor's reasonable attorneys' fees incurred in connection therewith. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of the greater of ten percent (10%) per annum or five percent (5%) above the discount rate of the Federal Reserve Bank of San Francisco on the twenty-fifth (25th) day of the month prior to the breach, but, in no event shall the interest rate exceed the maximum amount allowed by law. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Lessee shall have abandoned the premises, Lessor shall have the option of (i) retaking possession of the premises and recovering from Lessee the amount specified in this paragraph, or (ii) proceeding under any other provision of this paragraph; (b) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state in which the premises is located. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease make such alterations and repairs as may be necessary in order to re-let the property, and re-let said property or any part thereof for such term and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such re-letting all rentals received by the Lessor from such re-letting shall be applied, first, to the repayment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such re-letting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said property by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be





given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of said property.

(Initials)                     

18. **SUBORDINATION:** This Lease shall, without further act on the part of the Lessee, be subject and subordinate to the lien of any mortgage and/or any deed of trust or other encumbrance which may now exist, upon, or which may hereafter be placed by Lessor upon, the leased premises or property including the premises.
19. **RULES:** The Lessee agrees to obey the recreation facility regulations which are attached to this Agreement. The Lessee also agrees to obey additional rules that may be established from time to time after the effective date of this Agreement including those outlined below: (a) Disturbances: In consideration of and cooperation with your neighbors, loud playing stereos, musical instruments, etc. is not permitted at any time. Any noise, disturbance, or activity which would, in the sole and absolute discretion of Lessor, be reasonably likely to annoy or disturb other Lessees is strictly prohibited and constitutes grounds for eviction. (b) Supervision by Lessee: Lessees shall be solely responsible to see that all occupants, guests and visitors obey Lessor's Resident Policies and House Rules, terms and conditions of the Lease Agreement, written clubhouse rules, and other regulations. For reasons including safety, children under the age of **14** must have immediate supervision at all times within all common areas as outlined in the Recreational Facility Regulations.
20. **RIGHT OF ENTRY:** Lessee agrees that Lessor may enter the premises at any reasonable time for purposes provided for in accordance with current California law including, but not limited to, making repairs, or showing the premises to prospective tenants or purchasers. Lessor shall provide Lessee with reasonable notice as required by state law (Civil Code Section 1954.) including, but not limited to, making repairs, or showing the premises to prospective tenants or purchasers before said entry, except in cases of emergency. Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
21. **WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
22. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement, and shall indemnify Owner/Agent for liability arising prior to the return of possession to the Owner/Agent for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
23. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
24. **BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
25. **PETS:** Lessee agrees that it will not keep or permit to be kept in said premises any dog, cat, parrot or other animal unless otherwise mutually agreed to in writing. This shall include pets not owned by Lessees that may from time to time visit. Permission for visiting pets must be obtained prior to their entrance to the community and unit. The Pet Agreement shall be added to this lease as an attachment when applicable.
26. **SECURITY:** Lessor does not provide law enforcement or private protection services for Lessees. **IN CASE OF A DISTURBANCE OR EMERGENCY, YOU SHOULD FIRST REQUEST ASSISTANCE FROM THE APPROPRIATE LOCAL AUTHORITY (POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDICS, ETC.)** We request you also notify the Community Manager of the property in which you reside that such a disturbance or emergency has occurred. Lessee understands that Lessor may retain personnel or service which is available for, disturbances, fire lane violations, problems with outdoor lighting, etc. Lessee agrees and understands that any measure Lessor has taken in this regard is neither police force nor a guaranteed deterrent to crime. In the event of criminal activity, the police department is to be contacted first by Lessee. Lessee understands and agrees that Lessor may alter or cancel the patrol service (if applicable) without his knowledge or consent. Further, Lessee understands and agrees the Lessor has no obligation or




liability for the acts of omissions, whether negligent or otherwise of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Lessor.

Lessee understands that Lessor and its legal representatives do not guarantee, warrant or assure Lessee's personal security and are limited in their ability to provide protection. LESSEE UNDERSTANDS THAT THE PROTECTIVE STEPS LESSOR HAS TAKEN ARE NEITHER A GUARANTEE OR WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT LESSEE WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. LESSEE HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT HIS PERSONAL SAFETY AND SECURITY IS HIS PERSONAL RESPONSIBILITY.

27. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no waterbeds, no gas or charcoal grills or barbeques or pets, waterbeds, and water-filled furniture shall be kept or allowed in or about said premises.
28. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
29. **SATELLITE DISHES:** Any Satellite Dish installations shall be subject to all of the following rules and conditions: a) Satellite Dish must be installed within the Premises or inside balcony railings or windows and not attached thereto; b) Satellite Dish may not exceed one (1) meter in diameter; c) installation must comply with reasonable safety standards; d) installation must not damage Premises, Premises walls or other appurtenances; e) Lessee remains strictly liable for any injury or damage to persons or property caused by the Satellite Dish and Lessee agrees to maintain sufficient liability coverage against any such injury or damage. Proof of such insurance must be provided to Lessor, with Lessor listed as an "Additional Insured," prior to approval of installation and upon each renewal of coverage.
30. **CONTENTS OF THIS AGREEMENT:** This Agreement and its attachments or Addenda make up the entire Agreement between the Lessee and the Lessor regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement will remain in effect and both the Lessor and the Lessee will continue to be bound by them.
31. **ATTORNEY'S FEES:** If any action, proceeding or arbitration is 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.
32. **MILITARY:** If a Lessee becomes a member of the armed forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty and returns to the place of origin, then Lessee may terminate this lease agreement by giving written notice to the Lessor. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. Lessee must pay all concessions given at time of move-in along with any outstanding rent or other charges. In such event, Lessee agrees to furnish a copy of the official orders, which warrant termination of this lease. Military permission for base housing does not constitute a change of station order. After move out, Lessee shall be entitled to return of security deposits less lawful deductions.
33. **LEAD DISCLOSURE:** Lessee understands that the apartment and/or the common areas within the apartment community  **Do NOT**  **Do contain lead-based paint.** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that lessees and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Lessee represents and agrees that Lessor has provided Lessee with such information, if applicable as indicated above, including, but not limited to, the EPA booklet entitled (ADDENDUM B) - "Protect Your Family From Lead In Your Home." Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows: SEE ADDENDUM.
34. **ASBESTOS:** The Premises may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: \_\_\_\_\_ (Copies of available reports, if any, are attached hereto for your reference and information.) Damaging or disturbing the surface of asbestos-containing materials (ACMs) may increase the risk of exposure. Therefore, Lessee and Lessee's guests, contractors, or invitees shall not allow any action which may, in any way, disturb ACMs or any part of the premises that may contain asbestos or ACMs. Lessee shall notify Lessor immediately if Lessee knows or suspects that an ACM has been disturbed or if Lessee becomes aware of any ACM that is showing signs of deterioration.
35. **PEST CONTROL** California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is



attached to this acknowledgment.

36. **NO RELIEF FROM FORFEITURE:** Lessor and Tenant stipulate that for purposes of Code of Civil Procedure Section 1179, that as a condition for granting relief from forfeiture, Tenant shall pay all back rent, Lessor's attorney fees and costs, and any other damages sustained by Lessor, as a condition for relief from forfeiture.
37. **LESSEE INFORMATION:** If Lessee has supplied information to Lessor by means of a rental application or similar instrument, Lessee covenants that all such information was given voluntarily and knowingly by Lessee, and, if such information proves to be false or misleading, Lessor shall have the right to terminate this Lease, in which event Lessee shall immediately surrender the premises. In case of bond-financed properties, Lessee hereby certifies the accuracy of the statements made in the Certification of Tenant Eligibility and Income Verification (the "Certificate") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certificate shall be deemed substantial and material obligations of his/her tenancy; that Lessee will comply with all requests for information with respect thereto from Landlord, the Lessor or any Mortgagee; that Lessee's failure to provide accurate information in the Certificate or Lessee's refusal to comply with a request for information with respect thereto shall be deemed a default by Lessee, which shall entitle Landlord to pursue all rights and remedies set forth in paragraph 21 or otherwise permitted by law, and that Lessee's failure to furnish accurate and current information on the Certificate could subject Lessee to civil liability. Lessee further agrees that this Lease shall become null and void if it subsequently becomes known to Landlord or Lessor that continuation of Lessee's occupancy will result in the interest of the bonds utilized to finance the construction of the Premises becoming subject to federal income taxation, or a violation of the state statute permitting issuance of the bonds.  
(Initials) 
38. **SUCCESSORS:** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrator, personal representatives, successors and assigns (subject to Paragraph 20 hereof.)
39. **NOTICES:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed to Lessee at the premises. Personal delivery of any such notice by Lessor or Lessee at the above address shall also be deemed effective delivery hereunder. **ALL NOTICES TO LESSOR MUST BE MADE PERSONALLY DELIVERED TO THE COMMUNITY MANAGER, ASSISTANT MANAGER OR LEASING CONSULTANT DURING NORMAL BUSINESS HOURS. Normal business hours and hours of delivery of rental payments are: Monday - Friday 9am to 7pm, Saturday/Sunday 9am to 6pm.**
40. **GENERAL:** No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Lessee and an officer of Lessor. In the event of more than one Lessee, each Lessee is jointly and severally liable for each provision of this Lease. Each Lessee states that he or she is of legal age to enter into a binding lease for lodging. All obligations hereunder are to be performed in the county (or parish) and state where the Premises is located. Time is of the essence of this Lease. It is understood and agreed that all of the covenants, agreements and obligations of Lessor hereunder are limited by and are made expressly subject to the terms and provisions of a written management agreement between Lessor and the Lessor of the Premises.
41. **COUNTERPARTS:** This Lease is executed in multiple counterparts, with one copy to be furnished to Lessee and the other copy to be retained by Lessor.
42. **ENVIRONMENTAL INDEMNIFICATION:** Pursuant to the regulations of Proposition 65, enacted by the voters of California, Lessor hereby makes the following required disclosure: "Warning - The premises contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm." To the fullest extent allowed by law and in accordance with California Proposition 65, Lessee acknowledges that certain materials containing potentially health affecting substances, including second hand smoke, may exist in the Premises. Providing that Lessor complies with local law regarding notice of and/or removal and/or encapsulation requirements of these potential substances, Lessee, for himself, his heirs, successors, assigns, guests, and all others claiming by, through or under him, or who may live in, occupy, use or reside in the Premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the presence in the Premises of any and all health affecting substances, any power lines in vicinity of the premises, any second hand smoke, any mold or mildew in the premises (b) waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against the Lessor and the Lessor of the Premises, their agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Landlord Affiliates") with respect to any health hazard occurring in connection with the presence in the Premises of materials containing potentially health affecting substances, and (c) agrees to defend, indemnify and hold harmless the Landlord Affiliates against and from any and all actions, causes of action, claims,



demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorneys fees at both the trial and appellate levels, that any or all of the Landlord Affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially health affecting substances brought, or allowed to be brought, into the Premises by Lessee or any guest or other person living in, occupying, using or residing in the Premises. More information on specific exposures is provided to Lessees and is available at [www.prop65apt.org](http://www.prop65apt.org).

**43. INSURANCE:** Lessor's insurance does NOT provide for coverage of Lessee's personal belongings or personal liability unless as a direct and proximate result of Lessor's negligence. Lessee is highly advised and encouraged to procure and maintain at all times a policy of renter's insurance to insure all of Lessee's personal possessions. Lessor will NOT accept liability or responsibility for any losses not caused by its own proximate negligence.

**44. REPRESENTATIONS TO THE OWNER:** The Lessee has made certain representations to the Owner about his credit history, rental history, financial affairs, criminal background and other relevant information, in order to induce the Owner to rent the Apartment to the Lessee. This Lease has been entered into in reliance by the Owner on this information, with respect to both what Lessee represented on his rental application or otherwise. In the event any of the information is untrue or misleading or incomplete then the Owner reserves the right to cancel this Lease within a reasonable time after the Owner discovers the truth. If the Owner discovers the misrepresentation(s) prior to the Lessee taking occupancy, such cancellation will preclude the Lessee from taking occupancy. Lessee acknowledges and agrees that such discovery occurring after occupancy shall be grounds for Lessee's immediate eviction at the Owner's option, and if requested to do so by Owner, Lessee shall immediately vacate the Property and shall be liable to the Owner for all of his costs, expenses and damages that he may suffer by reason of the Lessee's misrepresentation, including Owner's reasonable attorney's fees incurred.

**45. <sup>B.W.</sup><sub>03406026</sub> ADDENDA:** By initialing beside this section, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.

- a. Rental Amount Addendum
- b. Pest Control Notice Addendum
- c. Pool Rules Addendum
- d. Smoke Detector Agreement
- e. Bedbug and Pest Addendum
- f. Cost Guidelines
- g. Early Termination Addendum
- h. Fitness Center
- i. LAHD Letter to Residents
- j. Lessee Security Notice & Acknowledgment
- k. Move-In/Move-Out Itemized Statement
- l. No Pet Addendum
- m. Parking Policies and Vehicle Identification
- n. Patio/Balconies
- o. Permission to Enter Addendum
- p. Proposition 65 Brochure
- q. Resident Information
- r. Resident Policies and House Rules Addendum
- s. Satellite Dish and Antenna Addendum
- t. Tanning Equipment
- u. Utilities Acknowledgment
- v. Mold Notification Addendum
- w. Tips to Avoid Moisture and Mold Problems
- x. Unlawful Activity Addendum
- y. Resident Handbook
- z. Concession Addendum
- aa. Insurance Facts for Residents
- ab. Resident's Authorization To Accept Mail and Packages

**46. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

**47. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting



Orsini III

agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

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



**Signed by Edward L. Wei**  
Sun Mar 9 01:29:12 PM PDT 2014  
Key: B340A63A; IP Address: 216.240.59.28

Edward L. Wei (Resident)

Date



**Signed by Rocio Martinez**  
Sun Mar 9 02:29:51 PM PDT 2014  
Key: DE7A53CC; IP Address: 216.240.59.98

(Owner/Agent)

Date

02/01/2014



02/01/2018

## LEASE AMENDMENT (Extension/Renewal)

This Amendment ("Amendment") is made part of the Lease ("Lease") between Edward L. Wei and Xin Chen ("Resident") and Palmer Boston St. Properties III, L.P. d/b/a Orsini (hereinafter "Landlord"), through it's agent Orsini III, for the property at 606 N. Figueroa Street #309, Los Angeles, CA 90012 ("the Premises").

THE PARTIES AGREE THAT:

- RENEWAL TERM:** Paragraph 2 of the Lease is modified to indicate that the term of the Agreement is extended through October 16, 2017 ("New Lease Termination Date"), subject to earlier cancellation or termination as provided in the Lease and subject to the renewal provisions of the "HOLDING OVER" paragraph below. The extension period will be referred to as the "Renewal Term".
- RENT:** During the Renewal Term which begins on October 17, 2016, Resident shall pay to Landlord, in advance, as rent for the Premises, the sum of \$2,415.00 each month.
- HOLDING OVER:** Unless (1) the parties amend the Lease, or (2) another Lease is signed by the parties or (3) written notice of election not to renew is given by either party at least thirty (30) days before expiration of this Lease, the Lease shall be automatically renewed on a month-to-month basis, subject to amendment by Landlord as set forth in California Civil Code 827 and terminable by either party on at least thirty (30) days written notice in accordance with the provision of California Civil Code 1946.
- PEST CONTROL:** The following paragraph is added on to the Lease: "Resident agrees to keep the unit in a clean and sanitary condition so that the unit does not promote infestation by insects and vermin, including bedbugs. Resident shall immediately notify Landlord of any condition in the unit indicating infestation of insects and vermin, and will be liable for any costs or damages stemming from any delay in notification. Resident will also be financially responsible for costs and losses (including but not limited to lost rents, pest control services, and tenant relocation) if Resident causes or contributes to the infestation. Resident agrees to cooperate with Landlord and Landlord's agents, staff and pest control technicians as required to eradicate any infestation from the unit and the building. Cooperation may include granting access for inspections and treatments, following any and all pre- and post-treatment instructions and vacating the unit. Resident's failure to comply with pest control treatment preparation will constitute a break of the Lease."
- OPTION TO TERMINATE:** Lease paragraph "Option to Terminate" is modified to reflect that the early termination option fee will be \$2,415.00 (one-month's rent) plus reimbursement of all concessions granted in connection with this Amendment (if any).
- REMAINING LEASE TERMS UNCHANGED:** All remaining terms, conditions, covenants, rights, restrictions, and entitlements of the Lease will continue in full force and effect. Your security deposit on hand is \$500.00 and your requirement to carry renter's insurance of at least \$100,000.00 remains in effect.
- RESIDENT CERTIFICATION:** Resident certifies and acknowledges that as of the date that Resident signs this Amendment, (a) Landlord is not in default in any respect under the Lease, (b) Resident does not have any defenses to its obligations under the Lease, and (c) Resident has no offsets against monetary obligations due under the Lease. Resident also acknowledges and agrees that (a) these representations constitute a material consideration to Landlord in entering into this Amendment, and (b) that Landlord is relying on these representations in entering into this Amendment.
- AMENDMENT NOT EFFECTIVE UNTIL SIGNED BY LANDLORD:** This Amendment shall not be considered to be in full force and effect until signed by Landlord or Landlord's authorized agent. Landlord may, without liability, refuse to enter into this Amendment at any time prior to signing this Amendment.




Orsini III


RESIDENT UNDERSTANDS THAT THE "HOLDING OVER" PARAGRAPH ABOVE CONTAINS PROVISIONS UNDER WHICH THE LEASE MAY AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS RESIDENT PROVIDES LANDLORD WITH WRITTEN NOTICE OF RESIDENT'S INTENT TO VACATE AT LEAST THIRTY DAYS BEFORE THE END OF THE RENEWAL TERM.

Date: May 17, 2017

 XC (Initials)


 Signed by Edward L. Wei  
Wed May 17 04:58:54 PM PDT 2017  
Key: B340A63A; IP Address: 64.31.127.166

Edward L. Wei (Resident) \_\_\_\_\_ Date



05/17/17  
05:23 PM PDT

Xin Chen (Resident) \_\_\_\_\_ Date

 Signed by Laura Nissley  
Mon May 29 05:18:07 PM PDT 2017  
Key: 9C6196E4; IP Address: 69.26.142.4

Laura Nissley (Owner/Agent) \_\_\_\_\_ Date

05/17/2017







2025/08/18

Orsini III

## LEASE AMENDMENT (Extension/Renewal)

This Amendment ("Amendment") is made part of the Lease ("Lease") between Edward L. Wei and Xin Chen ("Resident") and Palmer Boston St. Properties III, L.P. d/b/a Orsini (hereinafter "Landlord"), through it's agent Orsini III, for the property at 606 N. Figueroa Street #309, Los Angeles, CA 90012 ("the Premises").

### THE PARTIES AGREE THAT:


- RENEWAL TERM:** Paragraph 2 of the Lease is modified to indicate that the term of the Agreement is extended through May 16, 2018 ("New Lease Termination Date"), subject to earlier cancellation or termination as provided in the Lease and subject to the renewal provisions of the "HOLDING OVER" paragraph below. The extension period will be referred to as the "Renewal Term".
- RENT:** During the Renewal Term which begins on October 17, 2017, Resident shall pay to Landlord, in advance, as rent for the Premises, the sum of \$2,511.00 each month.
- HOLDING OVER:** Unless (1) the parties amend the Lease, or (2) another Lease is signed by the parties or (3) written notice of election not to renew is given by either party at least thirty (30) days before expiration of this Lease, the Lease shall be automatically renewed on a month-to-month basis, subject to amendment by Landlord as set forth in California Civil Code 827 and terminable by either party on at least thirty (30) days written notice in accordance with the provision of California Civil Code 1946.
- PEST CONTROL:** The following paragraph is added on to the Lease: "Resident agrees to keep the unit in a clean and sanitary condition so that the unit does not promote infestation by insects and vermin, including bedbugs. Resident shall immediately notify Landlord of any condition in the unit indicating infestation of insects and vermin, and will be liable for any costs or damages stemming from any delay in notification. Resident will also be financially responsible for costs and losses (including but not limited to lost rents, pest control services, and tenant relocation) if Resident causes or contributes to the infestation. Resident agrees to cooperate with Landlord and Landlord's agents, staff and pest control technicians as required to eradicate any infestation from the unit and the building. Cooperation may include granting access for inspections and treatments, following any and all pre- and post-treatment instructions and vacating the unit. Resident's failure to comply with pest control treatment preparation will constitute a break of the Lease."
- OPTION TO TERMINATE:** Lease paragraph "Option to Terminate" is modified to reflect that the early termination option fee will be \$2,511.00 (one-month's rent) plus reimbursement of all concessions granted in connection with this Amendment (if any).
- REMAINING LEASE TERMS UNCHANGED:** All remaining terms, conditions, covenants, rights, restrictions, and entitlements of the Lease will continue in full force and effect. Your security deposit on hand is \$500.00 and your requirement to carry renter's insurance of at least \$100,000.00 remains in effect.
- RESIDENT CERTIFICATION:** Resident certifies and acknowledges that as of the date that Resident signs this Amendment, (a) Landlord is not in default in any respect under the Lease, (b) Resident does not have any defenses to its obligations under the Lease, and (c) Resident has no offsets against monetary obligations due under the Lease. Resident also acknowledges and agrees that (a) these representations constitute a material consideration to Landlord in entering into this Amendment, and (b) that Landlord is relying on these representations in entering into this Amendment.
- AMENDMENT NOT EFFECTIVE UNTIL SIGNED BY LANDLORD:** This Amendment shall not be considered to be in full force and effect until signed by Landlord or Landlord's authorized agent. Landlord may, without liability, refuse to enter into this Amendment at any time prior to signing this Amendment.




Orsini III

RESIDENT UNDERSTANDS THAT THE "HOLDING OVER" PARAGRAPH ABOVE CONTAINS PROVISIONS UNDER WHICH THE LEASE MAY AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS RESIDENT PROVIDES LANDLORD WITH WRITTEN NOTICE OF RESIDENT'S INTENT TO VACATE AT LEAST THIRTY DAYS BEFORE THE END OF THE RENEWAL TERM.

Date: October 22, 2017

 XC (Initials)

 **Signed by Edward L. Wei**  
Mon Oct 23 04:14:18 PM PDT 2017  
Key: B340A63A; IP Address: 174.47.22.4

Edward L. Wei (Resident)


Date



10/23/17  
05:43 PM PDT

Xin Chen (Resident)

Date

 **Signed by Jennifer Esquivel**  
Fri Oct 27 06:37:50 PM PDT 2017  
Key: 5282DDE6; IP Address: 216.240.59.98

(Owner/Agent)

Date

09/20/2017



02/10/20

# LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of July, 2016, between Palmer Boston St. Properties I. L.P. d/b/a Orsini, "Owner/Agent," whose address and phone number are 505 North Figueroa Street, Los Angeles, CA 90012, (213) 346-7900 and Brian Chiang and shannon liao, "Resident."

THE PARTIES AGREE AS FOLLOWS:

- 1. RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only, the premises located at: 505 North Figueroa Street #738, Los Angeles, CA 90012.
- 2. OCCUPANCY:** Only the below named individuals are authorized to reside in the premises. Resident expressly agrees not to allow any other individual to reside in the premises without first notifying the Owner and obtaining the Owners written consent. Should Resident allow additional unauthorized occupants to reside in the premises without first notifying the Owner and obtaining the owners written consent, Owner may terminate this Lease and Resident's tenancy. Resident is responsible for the actions of all.

RESIDENT(S):

Brian Chiang and shannon liao

LIST OF ALL OCCUPANTS (Do not list any Residents from above):

- 3. PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Should the Premises not be available for Lessee to take possession at the commencement of the Term specified herein, Owner reserves the right to substitute the Premises with an equivalent size or larger size Premises ("Substituted Premises") at the same monthly rental rate specified herein. Lessee agrees that upon delivery of the Substituted Premises at the commencement of the Term, Lessee shall be bound to all covenants and conditions contained herein.
- 4. TERM OF LEASE:** The initial term of this Agreement shall commence on July 19, 2016 and end on July 18, 2017. Either party, Lessor or Lessee, may terminate this Agreement after the initial term by giving the other party written notice of its intention to terminate the tenancy at least thirty (30) days prior to the expiration of the initial term. In the event Lessee fails to give such written notice and/or holds over the possession of said premises after the initial term of this Agreement, Lease shall become Month to Month subject to a rental increase as allowed under the California State law. Such tenancy shall continue only with permission or consent of Lessor, as a month-to-month tenancy until either Lessee terminates the tenancy by giving the other thirty (30) days written notice of its intention to terminate the tenancy unless otherwise agreed to by the parties or Lessor terminates the tenancy by giving not less than sixty (60) days written notice of termination of the tenancy. Lessee agrees to pay all rent up to and including the end of any notice period or until the unit is re-occupied, whichever occurs first. Lessee shall be liable, unless otherwise prohibited by law, in addition to all other damages provided for under the Lease, for the daily rental based on a pro-ration of the monthly rental provided for in the Lease for each day he remains in the premises. If the Lessor, for any reason, cannot deliver the possession of said premises to the Lessee at the commencement of said term, as herein above specified, this Agreement shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damages resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between commencement of said term and the time when the Lessor can deliver possession.

(Initials)                                          

- 5. RENT:** The total initial monthly base rent for the Premises shall be \$3,050.00, which rent Lessee hereby agrees to pay at the management office or at such other place as Lessor may from time to time designate. **The first month's rent or prorated rent shall be \$1,220.00 for the period beginning on July 19, 2016.** Lessee hereby agrees to prorate its rent in order that rental payments shall fall due on the **first day of each month.** Lessee hereby agrees to pay said rent in advance on or before the **FIRST DAY OF EACH MONTH.** Lessee agrees that all rental payments shall be made by check, certified cashier's check, Money Order, credit card or electronic payment only, and that **NO CASH** will be accepted for rental payments. **ALL FORMS OF PAYMENT MUST BE MADE PAYABLE TO PALMER BOSTON ST. PROPERTIES I. L.P. D/B/A ORSINI AND SHALL BE DELIVERED TO THE COMMUNITY BY INSERTING THE RENT PAYMENT INTO THE SECURED "DROP BOX" located at 505 N. Figueroa Street, Los Angeles, CA 90012 DURING NORMAL BUSINESS HOURS.** Normal business hours and hours of delivery of rental payments are: **Monday - Friday 9am to 7pm, Saturday/Sunday 9am to 6pm.** The phone number for the above address is: **(213) 346-7900.** The name of the authorized agent available to discuss your rental payments is: **Palmer Boston St. Properties I. L.P. d/b/a Orsini.** If



Tenant pays by credit card or electronic payment then, Tenant hereby agrees not to chargeback any rent payments made by electronic payment to Landlord, including but not limited to payments using ACH, credit card, and debit card. Tenant agrees that failure to abide by this agreement may result, as additional rent, in applicable late fees charges as specified in this agreement. Moreover, If Tenant's rent payment made by electronic payment is charged-back at any time turning the tenancy, Tenant may be required to pay all future rent and other charges by money order or certified check. Lessor may apply any payment made by Lessee to any obligation of Lessee to Lessor notwithstanding any dates or other direction from Lessee that accompanies any such payment. Any attempt by Lessee to allocate a payment in any other way shall be null and void. All monies will be applied to past due amounts first, then any outstanding rent amounts unless otherwise specified. Lessor has provided Lessee with the option of making payments to Lessor via certain electronic payment systems. If Lessee submits an electronic payment to Lessor, then Lessee is solely responsible for safeguarding their account information. Lessee agrees to hold the provider of services harmless from any claims resulting from the use of the electronic payment system, including but not limited to the improper use of account information by third parties. You agree, at your own expense, to indemnify, defend and hold Lessor harmless and related parties, against any claim, suit, action or other proceeding brought against Lessor and related parties, by a third party, to the extent that such claim, suit, action or other proceeding is based on or arises in connection with use of an electronic payment system.

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6. **CHARGES FOR LATE PAYMENTS & RETURNED CHECKS:** If the Lessee does not pay the full amount of the rent shown in Paragraph 4 by the end of the third (3rd) day of the month, the Lessor may collect a fee of \$75.00. Furthermore, if the Lessee does not pay by the end of the fifth (5) day of the month, the Lessee may only pay by cashier's check or Money Order. The Lessor may terminate this Agreement for failure to pay late charges, and may terminate this Agreement for non-payment of rent, as explained in Paragraph 4. The Lessor may collect a fee of \$25.00 on the first or any additional time a check is not honored for payment (insufficient funds or for any other reason). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Lessee. Lessor and Lessee agree that these charges are presumed to be damages sustained because of Lessee's late payment of rent and not merely a penalty. Lessor and Lessee agree further that it is impractical and/or extremely difficult to ascertain the actual damages sustained by Lessor as a result of Lessee's late payment of rent. If Lessee gives Lessor two checks that are returned for nonpayment during the term of this Lease, then the future rent shall be **payable** by certified cashier's check or Money Order only. This policy will be applicable throughout the balance of either the initial term or any renewal or extension thereof.

7. **SECURITY DEPOSIT:** Before the commencement of the term, Lessee shall pay a Security Deposit of \$600.00, (the "Security Deposit") for the purposes set forth in Civil Code Section 1950.5. No trust relationship between Lessor and Lessee is created because of the Security Deposit and Lessor may commingle the Security Deposit with other funds of Lessor. The Lessor will hold this security deposit for the period the Lessee occupies the unit. After the Lessee's tenancy has terminated and Lessee has returned possession of the premises to Lessor, the amount of the refund, if any, will be determined in accordance with the following conditions and procedures: (a) After the Lessee has moved from the unit, the Lessor will inspect the unit; (b) The Lessor will refund to the Lessee the amount of the security deposit less any amount needed to pay the cost of: (1) Lessee's defaults in the performance of the Rental Agreement, including but not limited to, unpaid rent, charges for late payment of rent and returned checks as described in Paragraph 5; (2) Damages that are not due to normal wear and tear and are not listed on the Move In/Move Out Inspection Report; (3) Charges for keys, cards, permits and restricted access devices not returned, as described in Paragraph 11; (c) The Lessor agrees to provide an itemized accounting of the amount computed with regard to the balance of the Security Deposit within twenty-one (21) days in the State of California, after the Lessor has recovered full possession of the premises, and the Lessee has returned the keys and possession of the unit to the Lessor. (d) The Lessor shall pay any refund to all Lessee(s) identified in this Agreement. (e) Security Deposit shall not be applied to last month's rent or unpaid damages prior to vacating the unit.

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8. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: **None**. Resident shall have the following utilities connected at all times during the tenancy:  Electric, Gas, Water, Sewer, and Trash Disconnection of utilities due to non-payment is a material violation of this Agreement.

To the extent that Lessee is responsible for payment of other utilities, Lessee shall also be responsible for notifying the appropriate utility provider on or before the move-in date for the purpose of placing such utilities in the Lessee's name. Lessee's failure to notify the appropriate utility provider within three (3) days of move-in may result in Lessor assessing additional charges for the utility service for the period from move-in until such time as utilities are placed in the Lessee's name, together with Lessor's reasonable costs for determining such assessment. Lessor may modify the method by which the utilities are furnished to the premises or billed to Lessee during the term of this lease including, but not limited





providers. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation or proceeding caused by Resident. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

Lessee agrees to refrain from any alteration including but not limited to (a) change or remove any part of the appliances, fixtures or equipment in the unit; (b) paint or install wallpaper or contact paper in the unit; (c) install washing machines, dishwashers, dryers, fans, heaters or air conditioners in the unit (without prior written approval).

- 12. DAMAGE AND DESTRUCTION:** Lessee hereby indemnifies Lessor against, and agrees to pay on demand for all reasonable costs of repair or restorations as a result of any damage or destruction to the premises or any part thereof resulting from the willful act of Lessee, and/or any person on the premises through or under Lessee, including, without limitation, Lessee's family, agents, servants, employees, invitees or guests. In particular, but without limiting the generality of the foregoing, Lessee indemnifies Lessor against any damage or destruction resulting from leaving windows or doors open during rains or storms, unnecessary flows of water from pipes, faucets or other sources, failure to turn off gas or electrical appliances or lights when not in use and littering of the premises or adjoining common areas. In addition and without limitation, Lessee shall pay for any expenses, damage or repair occasioned by the stopping or overflow of waste pipes, bath tubs, toilets, wash basins, disposals, washing machines, dishwashers, sinks or water filled furniture, provided such stopping or overflow was caused by the act or omission of Lessee and or any person on premises through or under Lessee, including, without limitation, Lessee's family, agents, servants, employees, invitees or guests. Lessee further agrees to pay rent for the period the unit is damaged whether or not habitable, if such damage is caused as outlined herein. In the event of damage to the premises by fire, water, or other hazard; or in the event of malfunction of equipment or utilities, Lessee shall immediately notify Lessor. If the damages are such that occupancy can be continued Lessor shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs.

If, in Lessor's opinion, the premises are so damaged as to be unfit for occupancy, and Lessor elects to make such repairs, the rent provided in this Lease shall abate during the period of time when the premises are not fit for occupancy, but in all other respects the terms and provisions hereof shall continue in full force and effect. In the event that the premises, residential facilities (i.e., common areas, elevators, etc.) and/or the garage serving the residential Premises is so damaged or destroyed as to be, in the sole opinion of Lessor, incapable of being satisfactorily repaired within sixty (60) days after such damage or destruction, then Lessor shall have the right to terminate this Lease by notice delivered to Lessee and Lessee shall be liable only for rental payments up to the date of such damage or destruction or, if later the date Lessee vacates the premises; or, in the case of damage or destruction to the premises only, Lessee agrees to accept a comparable unit (if available) in the residential Premises for the remaining term of this Lease.

- 13. MOVE-OUT PROCEDURES:** When Lessee moves out of the Premises, an inspection of the condition of same shall be made after all of the personal effects of Lessee have been removed. Lessee should accompany Lessor during said inspection to help resolve any problems that may arise. Failure of Lessee to do so shall constitute a concurrence by Lessee in Lessor's assessment of charges for damages or cleaning. After inspection by Lessor, appropriate charges will be assessed by Lessor for any missing items; damages or repairs to the Premises, or its contents (normal wear and tear excepted); insufficient light bulbs; scratches, burns, or holes in the walls, doors, floors, draperies, carpets and/or furniture; and for cleaning the Premises (including all kitchen appliances). Lessee shall be charged for each unreturned key (including mail-box key and garage remote), and charged for replacing locks if all door keys to the Premises are not returned to Lessor.
- 14. OPTION TO PAY CANCELLATION FEE:** In the event Lessee desires to terminate the lease before the expiration of the lease term, Lessee may, at Lessee's option, elect to pay to Lessor a cancellation fee plus payment of the rent due for the last month or portion thereof of occupancy by delivering to Lessor in writing a 30-day notice of Lessee's intention to cancel this lease. Such notice will be effective thirty (30) days from the date it is given. The notice must be accompanied by payment of a cancellation fee equal to 1 month's rent plus payment of the rent due for the last month or portion thereof of occupancy and full repayment of any rent concession amounts. Such payment will release Lessee only from any further rental obligations beyond the date the cancellation is effective. However, all other terms of the Lease and the Security Deposit Agreement must be complied with, through the date the premises was vacated on or before the effective date of the cancellation. Lessor shall retain all remedies for non-compliance with the Lease and Security Deposit Agreement, and Lessee shall be liable for any damages for non-compliance. Total amount of concession for term of lease is \$7,400.00.
- 15. GENERAL RESTRICTIONS:** Lessee agrees and covenants not to assign this Agreement or sublet the Premises or any portion of the Premises. This obligation of Lessee is intended as a strict and absolute prohibition against subletting and assignment and may not be waived by either party. The parties agree that violation of this covenant and obligation shall be just cause for eviction.





The Lessee agrees not to, (a) use the unit for unlawful activities; (b) engage in or permit unlawful activities in the unit, in the common areas or on the community grounds; (c) make or permit noises or acts that will disturb the rights or comfort of neighbors and the community; (d) violate any city ordinance, state or federal laws in or about said premises; (e) use any utility in a wasteful or unreasonable or hazardous manner. Lessee and any member of Lessee's household or a guest or other person under the Lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the project premises. "Drug-related criminal activity" means 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 Substances Act (21 U.S.C. 802)). Lessee and any member of the Lessee's household, or a guest or other person under the Lessee's control **shall not engage in any act of violence** or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises. **Lessee agrees to keep the volume of any radio, stereo, television or musical instrument at such a level which will not disturb the neighbors;** and (f) waterbeds and 30+ gallon water tanks are permitted only if Lessee first obtains insurance protecting Lessor in an amount not less than \$100,000.00, and an increase in Lessee's security deposit equal to one-half month's rent. Lessee must install, maintain and dismantle the bed in accordance with industry standards. VIOLATION OF THESE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

16. **DEFAULT BY LESSEE:** Lessee's performance of each of Lessee's obligations under this Lease is a condition as well as a covenant. Lessee's right to continue in possession of the leased premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions. Lessee shall be in material default under this Lease in the following circumstances: (a) If Lessee abandons or vacates the premises, Lessee shall have the remedy under California Civil Code Section 1951.4, as such Section may be amended, supplement or replaced from time to time.

17. **REMEDIES:** On the occurrence of any such material default by Lessee, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have: (a) Terminate Lessee's right to possession of the premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the premises to Lessor and Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including (i) the worth at the time of the award of all rent, and other charges which were earned or were payable at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid rent, and other charges which would have been earned or were payable after termination until the time of the award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided, (iii) the worth at the time of the award of the amount by which the unpaid rent, and other charges which would have been payable for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided, and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor in maintaining or preserving the premises after such default, the cost of recovering possession of the premises, expenses of relating, including Lessor's reasonable attorneys' fees incurred in connection therewith. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of the greater of ten percent (10%) per annum or five percent (5%) above the discount rate of the Federal Reserve Bank of San Francisco on the twenty-fifth (25th) day of the month prior to the breach, but, in no event shall the interest rate exceed the maximum amount allowed by law. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Lessee shall have abandoned the premises, Lessor shall have the option of (i) retaking possession of the premises and recovering from Lessee the amount specified in this paragraph, or (ii) proceeding under any other provision of this paragraph; (b) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state in which the premises is located. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease make such alterations and repairs as may be necessary in order to re-let the property, and re-let said property or any part thereof for such term and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such re-letting all rentals received by the Lessor from such re-letting shall be applied, first, to the repayment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including brokerage fees and attorneys' fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such re-letting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said property by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be



given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of said property.

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- 18. **SUBORDINATION:** This Lease shall, without further act on the part of the Lessee, be subject and subordinate to the lien of any mortgage and/or any deed of trust or other encumbrance which may now exist, upon, or which may hereafter be placed by Lessor upon, the leased premises or property including the premises.
- 19. **RULES:** The Lessee agrees to obey the recreation facility regulations which are attached to this Agreement. The Lessee also agrees to obey additional rules that may be established from time to time after the effective date of this Agreement including those outlined below: (a) Disturbances: In consideration of and cooperation with your neighbors, loud playing stereos, musical instruments, etc. is not permitted at any time. Any noise, disturbance, or activity which would, in the sole and absolute discretion of Lessor, be reasonably likely to annoy or disturb other Lessees is strictly prohibited and constitutes grounds for eviction. (b) Supervision by Lessee: Lessees shall be solely responsible to see that all occupants, guests and visitors obey Lessor's Resident Policies and House Rules, terms and conditions of the Lease Agreement, written clubhouse rules, and other regulations. For reasons including safety, children under the age of **14** must have immediate supervision at all times within all common areas as outlined in the Recreational Facility Regulations.
- 20. **RIGHT OF ENTRY:** Lessee agrees that Lessor may enter the premises at any reasonable time for purposes provided for in accordance with current California law including, but not limited to, making repairs, or showing the premises to prospective tenants or purchasers. Lessor shall provide Lessee with reasonable notice as required by state law (Civil Code Section 1954.) including, but not limited to, making repairs, or showing the premises to prospective tenants or purchasers before said entry, except in cases of emergency. Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
- 21. **WAIVER OF BREACH:** The waiver of either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
- 22. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement, and shall indemnify Owner/Agent for liability arising prior to the return of possession to the Owner/Agent for personal injuries or property damage caused or permitted by Resident(s), their guests and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- 23. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
- 24. **BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Owner/Agent shall be allowed at Owner/Agent's discretion, but not by way of limitation, to exercise any or all remedies provided Owner/Agent by California Civil Code Section 1951.2 and 1951.4. Damages Owner/Agent "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.
- 25. **PETS:** Lessee agrees that it will not keep or permit to be kept in said premises any dog, cat, parrot or other animal unless otherwise mutually agreed to in writing. This shall include pets not owned by Lessees that may from time to time visit. Permission for visiting pets must be obtained prior to their entrance to the community and unit. The Pet Agreement shall be added to this lease as an attachment when applicable.
- 26. **SECURITY:** Lessor does not provide law enforcement or private protection services for Lessees. **IN CASE OF A DISTURBANCE OR EMERGENCY, YOU SHOULD FIRST REQUEST ASSISTANCE FROM THE APPROPRIATE LOCAL AUTHORITY (POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDICS, ETC.)** We request you also notify the Community Manager of the property in which you reside that such a disturbance or emergency has occurred. Lessee understands that Lessor may retain personnel or service which is available for, disturbances, fire lane violations, problems with outdoor lighting, etc. Lessee agrees and understands that any measure Lessor has taken in this regard is neither police force nor a guaranteed deterrent to crime. In the event of criminal activity, the police department is to be contacted first by Lessee. Lessee understands and agrees that Lessor may alter or cancel the patrol service (if applicable) without his knowledge or consent. Further, Lessee understands and agrees the Lessor has no obligation or



liability for the acts of omissions, whether negligent or otherwise of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Lessor.

Lessee understands that Lessor and its legal representatives do not guarantee, warrant or assure Lessee's personal security and are limited in their ability to provide protection. LESSEE UNDERSTANDS THAT THE PROTECTIVE STEPS LESSOR HAS TAKEN ARE NEITHER A GUARANTEE OR WARRANTY THAT THERE WILL BE NO CRIMINAL ACTS OR THAT LESSEE WILL BE FREE FROM THE VIOLENT TENDENCIES OF THIRD PERSONS. LESSEE HAS BEEN INFORMED AND UNDERSTANDS AND AGREES THAT HIS PERSONAL SAFETY AND SECURITY IS HIS PERSONAL RESPONSIBILITY.

27. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, no waterbeds, no gas or charcoal grills or barbeques or water-filled furniture shall be kept or allowed in or about said premises.
28. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
29. **SATELLITE DISHES:** Any Satellite Dish installations shall be subject to all of the following rules and conditions: a) Satellite Dish must be installed within the Premises or inside balcony railings or windows and not attached thereto; b) Satellite Dish may not exceed one (1) meter in diameter; c) installation must comply with reasonable safety standards; d) installation must not damage Premises, Premises walls or other appurtenances; e) Lessee remains strictly liable for any injury or damage to persons or property caused by the Satellite Dish and Lessee agrees to maintain sufficient liability coverage against any such injury or damage. Proof of such insurance must be provided to Lessor, with Lessor listed as an "Additional Insured," prior to approval of installation and upon each renewal of coverage.
30. **CONTENTS OF THIS AGREEMENT:** This Agreement and its attachments or Addenda make up the entire Agreement between the Lessee and the Lessor regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of the Agreement will remain in effect and both the Lessor and the Lessee will continue to be bound by them.
31. **ATTORNEY'S FEES:** If any action, proceeding or arbitration is 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.
32. **MILITARY:** If a Lessee becomes a member of the armed forces on extended active duty and receives change of station orders to permanently depart the local area, or is relieved from such active duty and returns to the place of origin, then Lessee may terminate this lease agreement by giving written notice to the Lessor. Such notice shall effectively terminate the lease 30 days after the next monthly rental payment is due. Lessee must pay all concessions given at time of move-in along with any outstanding rent or other charges. In such event, Lessee agrees to furnish a copy of the official orders, which warrant termination of this lease. Military permission for base housing does not constitute a change of station order. After move out, Lessee shall be entitled to return of security deposits less lawful deductions.
33. **LEAD DISCLOSURE:** Lessee understands that the apartment and/or the common areas within the apartment community  **Do NOT**  **Do contain lead-based paint.** Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that lessees and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Lessee represents and agrees that Lessor has provided Lessee with such information, if applicable as indicated above, including, but not limited to, the EPA booklet entitled (ADDENDUM B) - "Protect Your Family From Lead In Your Home." Any known lead-based paint or lead hazards at the Premises, if any, are hereby disclosed as follows: SEE ADDENDUM.
34. **ASBESTOS:** The Premises may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: \_\_\_\_\_ (Copies of available reports, if any, are attached hereto for your reference and information.) Damaging or disturbing the surface of asbestos-containing materials (ACMs) may increase the risk of exposure. Therefore, Lessee and Lessee's guests, contractors, or invitees shall not allow any action which may, in any way, disturb ACMs or any part of the premises that may contain asbestos or ACMs. Lessee shall notify Lessor immediately if Lessee knows or suspects that an ACM has been disturbed or if Lessee becomes aware of any ACM that is showing signs of deterioration.
35. **PEST CONTROL** California law requires that an Owner/Agent of a residential dwelling unit provide each new tenant a copy of the notice provided by a registered pest control company if a contract for periodic pest control service has been executed. The premises you are renting, or the common areas of the building are covered by such a contract for regular pest control service, so you are being notified pursuant to the law. The notice provided by the pest control company is



attached to this acknowledgment.

36. **NO RELIEF FROM FORFEITURE:** Lessor and Tenant stipulate that for purposes of Code of Civil Procedure Section 1179, that as a condition for granting relief from forfeiture, Tenant shall pay all back rent, Lessor's attorney fees and costs, and any other damages sustained by Lessor, as a condition for relief from forfeiture.

37. **LESSEE INFORMATION:** If Lessee has supplied information to Lessor by means of a rental application or similar instrument, Lessee covenants that all such information was given voluntarily and knowingly by Lessee, and, if such information proves to be false or misleading, Lessor shall have the right to terminate this Lease, in which event Lessee shall immediately surrender the premises. In case of bond-financed properties, Lessee hereby certifies the accuracy of the statements made in the Certification of Tenant Eligibility and Income Verification (the "Certificate") previously executed, and further agrees that the family income, family composition and other eligibility requirements set forth in the Certificate shall be deemed substantial and material obligations of his/her tenancy; that Lessee will comply with all requests for information with respect thereto from Landlord, the Lessor or any Mortgagee; that Lessee's failure to provide accurate information in the Certificate or Lessee's refusal to comply with a request for information with respect thereto shall be deemed a default by Lessee, which shall entitle Landlord to pursue all rights and remedies set forth in paragraph 21 or otherwise permitted by law, and that Lessee's failure to furnish accurate and current information on the Certificate could subject Lessee to civil liability. Lessee further agrees that this Lease shall become null and void if it subsequently becomes known to Landlord or Lessor that continuation of Lessee's occupancy will result in the interest of the bonds utilized to finance the construction of the Premises becoming subject to federal income taxation, or a violation of the state statute permitting issuance of the bonds.

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38. **SUCCESSORS:** The terms and conditions contained in this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrator, personal representatives, successors and assigns (subject to Paragraph 20 hereof.)

39. **NOTICES:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, addressed to Lessee at the premises. Personal delivery of any such notice by Lessor or Lessee at the above address shall also be deemed effective delivery hereunder. **ALL NOTICES TO LESSOR MUST BE MADE PERSONALLY DELIVERED TO THE COMMUNITY MANAGER, ASSISTANT MANAGER OR LEASING CONSULTANT DURING NORMAL BUSINESS HOURS. Normal business hours and hours of delivery of rental payments are: Monday - Friday 9am to 7pm, Saturday/Sunday 9am to 6pm.**


40. **GENERAL:** No oral agreements have been entered into with respect to this Lease. This Lease shall not be modified unless by an instrument in writing signed by Lessee and an officer of Lessor. In the event of more than one Lessee, each Lessee is jointly and severally liable for each provision of this Lease. Each Lessee states that he or she is of legal age to enter into a binding lease for lodging. All obligations hereunder are to be performed in the county (or parish) and state where the Premises is located. Time is of the essence of this Lease. It is understood and agreed that all of the covenants, agreements and obligations of Lessor hereunder are limited by and are made expressly subject to the terms and provisions of a written management agreement between Lessor and the Lessor of the Premises.

41. **COUNTERPARTS:** This Lease is executed in multiple counterparts, with one copy to be furnished to Lessee and the other copy to be retained by Lessor.

42. **ENVIRONMENTAL INDEMNIFICATION:** Pursuant to the regulations of Proposition 65, enacted by the voters of California, Lessor hereby makes the following required disclosure: "Warning - The premises contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm." To the fullest extent allowed by law and in accordance with California Proposition 65, Lessee acknowledges that certain materials containing potentially health affecting substances, including second hand smoke, may exist in the Premises. Providing that Lessor complies with local law regarding notice of and/or removal and/or encapsulation requirements of these potential substances, Lessee, for himself, his heirs, successors, assigns, guests, and all others claiming by, through or under him, or who may live in, occupy, use or reside in the Premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the presence in the Premises of any and all health affecting substances, any power lines in vicinity of the premises, any second hand smoke, any mold or mildew in the premises (b) waives all claims and causes of action of any kind or nature, at law or in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against the Lessor and the Lessor of the Premises, their agents, principals, employees, legal representatives, affiliates, assignees, successors in title, partners, shareholders, officers and directors (herein collectively called the "Landlord Affiliates") with respect to any health hazard occurring in connection with the presence in the Premises of materials containing potentially health affecting substances, and (c) agrees to defend, indemnify and hold harmless the Landlord Affiliates against and from any and all actions, causes of action, claims,



demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorneys fees at both the trial and appellate levels, that any or all of the Landlord Affiliates may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially health affecting substances brought, or allowed to be brought, into the Premises by Lessee or any guest or other person living in, occupying, using or residing in the Premises. More information on specific exposures is provided to Lessees and is available at [www.prop65apt.org](http://www.prop65apt.org).

43. **INSURANCE:** Lessor's insurance does NOT provide for coverage of Lessee's personal belongings or personal liability unless as a direct and proximate result of Lessor's negligence. Lessee is highly advised and encouraged to procure and maintain at all times a policy of renter's insurance to insure all of Lessee's personal possessions. Lessor will NOT accept liability or responsibility for any losses not caused by its own proximate negligence.
44. **REPRESENTATIONS TO THE OWNER:** The Lessee has made certain representations to the Owner about his credit history, rental history, financial affairs, criminal background and other relevant information, in order to induce the Owner to rent the Apartment to the Lessee. This Lease has been entered into in reliance by the Owner on this information, with respect to both what Lessee represented on his rental application or otherwise. In the event any of the information is untrue or misleading or incomplete then the Owner reserves the right to cancel this Lease within a reasonable time after the Owner discovers the truth. If the Owner discovers the misrepresentation(s) prior to the Lessee taking occupancy, such cancellation will preclude the Lessee from taking occupancy. Lessee acknowledges and agrees that such discovery occurring after occupancy shall be grounds for Lessee's immediate eviction at the Owner's option, and if requested to do so by Owner, Lessee shall immediately vacate the Property and shall be liable to the Owner for all of his costs, expenses and damages that he may suffer by reason of the Lessee's misrepresentation, including Owner's reasonable attorney's fees incurred.
45.   **ADDENDA:** By initialing beside this section, Resident acknowledges receipt of the following applicable addenda, as indicated, copies of which are attached hereto, and are incorporated as part of this Agreement.
- a. Rental Amount Addendum
  - b. Pest Control Notice Addendum
  - c. Pool Rules Addendum
  - d. Smoke Detector Agreement
  - e. Bedbug and Pest Addendum
  - f. Cost Guidelines
  - g. Early Termination Addendum
  - h. Fitness Center
  - i. LAHD Letter to Residents
  - j. Lessee Security Notice & Acknowledgment
  - k. Move-In/Move-Out Itemized Statement
  - l. No Pet Addendum
  - m. Parking Policies and Vehicle Identification
  - n. Patio/Balconies
  - o. Permission to Enter Addendum
  - p. Proposition 65 Brochure
  - q. Resident Information
  - r. Resident Policies and House Rules Addendum
  - s. Satellite Dish and Antenna Addendum
  - t. Tanning Equipment
  - u. Utilities Acknowledgment
  - v. Mold Notification Addendum
  - w. Tips to Avoid Moisture and Mold Problems
  - x. Unlawful Activity Addendum
  - y. Resident Handbook
  - z. Concession Addendum
  - aa. Insurance Facts for Residents
  - ab. Resident's Authorization To Accept Mail and Packages
46. **ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.
47. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting



Orsini I

agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

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



**Signed by Brian Chiang**

Mon Jul 18 09:02:58 PM PDT 2016

Key: 6EASCOBE; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:06:16 PM PDT 2016

Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**

Tue Jul 19 12:51:40 PM PDT 2016

Key: E67BEA43; IP Address: 216.240.59.29

(Owner/Agent)

Date

(Owner/Agent)

Date

02/19/2016



## RENTAL AMOUNT ADDENDUM TO LEASE AGREEMENT

This ADDENDUM is made and entered into this July 18, 2016 between Orsini I "Owner/Agent," and Brian Chiang and Shannon Liao "Resident(s)," for the premises located at: 505 North Figueroa Street #738, Los Angeles, CA 90012

In addition to the Base/Market Rent additional rental amounts are due as follows:

DESCRIPTION OF AMOUNT DUE	TOTAL
Lease Rent	\$3,050.00
SCEP Fee	\$3.61
Monthly Concession	- \$575.00
<b>TOTAL DUE ON THE 1ST OF EACH MONTH</b>	<b>\$2,478.61</b>

Initial(s):  

### Discount/Concession Agreement

It is expressly understood and agreed by the parties of this lease that the above Monthly Discount is given off the Lease Rent and is given as consideration for entering into this lease. \$575.00 Referenced above

It is further agreed that additional free rent is offered and accepted as a one time concession (below) for entering into this lease. The concession will be forfeited if the agreed concession is not taken off of the designated month.

- One-time concession of \$500.00 taken off the rent for August, 2016.

Initial(s):  

If the lessee(s) should default under any provision of the Lease Agreement, lessor will recover the rent and the discount/concessions set forth above. This provision is intended to be a remedy in addition to those provided for in the Lease Agreement or otherwise provided by law. It is not intended to reduce or restrict any other remedies of the lessor or lessee.

### Appliance Agreement

TERMS: LANDLORD LEASES TO RESIDENT THE APPLIANCES DESCRIBED BELOW:

ITEM	QUANTITY	SERIAL #	MONTHLY RENT
Refrigerator	1		\$0.00
Microwave	1		\$0.00
Range	1		\$0.00
Washer	1		\$0.00
Dryer	1		\$0.00
Dishwasher	1		\$0.00
<b>Total Appliance Rent</b>			<b>\$0.00</b>

Initial(s):  

The initial term of this agreement will commence as stated above with the right of possession, but not title, transferring to the Resident upon delivery and ending on the termination date of the Lease Agreement unless otherwise extended on a month-to-month basis until terminated by either party as provided in the Lease Agreement. THIS IS A LEASE OF PERSONAL PROPERTY AND NOT A CONDITIONAL SALES CONTRACT, SECURITY AGREEMENT OR OTHER SIMILAR AGREEMENT.

**MONTHLY RENT:** Resident agrees to pay in advance, without demand or offset, the sums of money set forth above for charges for rental. Such sums constitute additional rent under the Lease and are payable concurrently with the payment of monthly rent under the Lease in addition to and under the same terms and conditions as specified in the Lease. Such sums will be adjusted for any change in applicable taxes.

**LOCATION AND USE OF THE APPLIANCES:** The appliances may only be used in the occupancy by Resident of the premises described in the Lease Agreement. The appliances shall not be removed from the premises by Resident or any third party without written permission from Landlord which may be withheld in Landlord's sole and absolute discretion. For any violation of this section, the full replacement cost of the Appliance as well as any moving charges (i) invoiced or charged to Landlord by a third party, or, alternatively, (ii) the reasonable value of the services of Landlord's employees incurred in connection with any moving of the Appliances, may be assessed.

**LANDLORD'S RESPONSIBILITY FOR APPLIANCES:** Landlord will maintain and service the Appliances. Resident will



Orsini I

preserve the appliances in good condition and state of cleanliness. Resident will not alter, refinish, paint, modify, improve, decorate or add accessories to the appliances and will not remove, cover, mutilate, or deface any tags or markings identifying the appliances as the property of the Landlord without the prior written consent of Landlord which may be withheld in Landlord's sole and absolute discretion. Resident will bear all risk of damage, loss, theft, or destruction for any reason. Resident will pay Landlord the cost of restoring any damaged appliances to good and usable condition. If any of the appliances are lost, stolen, or damaged beyond repair, Resident will be liable for the value thereof, which Resident acknowledges and agrees shall be the invoiced cost to Landlord including delivery charges. Upon termination of the Lease or Addendum for any reason, the appliances will be returned to Landlord in good condition except for normal wear and tear. **NO WARRANTY, WAIVER, INDEMNIFICATION:** Resident acknowledges and agrees that Landlord is not the manufacturer of the Appliances nor the agent of the manufacturer, and Landlord makes no warranty regarding the Appliances, express or implied, including without limitation, any warranty or merchantability, fitness, for any purpose; or that Resident will be the first user of the Appliances. Landlord's obligations to Resident are limited to (i) delivery of Appliances which are substantially similar to that selected by Resident, and (ii) the repair or replacement of Appliances which are defective when delivered to Resident. Notice of any defect must be given to Landlord for damage to persons or property in any way relating to the Appliances or its use and agrees to indemnify and hold harmless from all claims, demands, actions, liabilities, costs or expenses resulting from, including the cost of defense and attorney fees in any lawsuit regardless of merit.

**Controlled Access (Sensors/Keys/Cards/Remote Controls)** Resident hereby agrees to understand that as a resident of the above referenced property, Resident is the only person(s) allowed to use the access entry card(s), key(s), and or transmitter(s)/remote control(s). Upon termination of my residence at the above address, I will be responsible for promptly returning all access entry cards, keys, and/or transmitters/remote controls/sensors given to me by Landlord, or for paying for the replacement cost thereof. If any of the equipment is damaged, lost or stolen, I will pay the cost to obtain a new one within three (3) days. The current replacement costs are listed below. I have been instructed of the use of the access card/key and have received written instructions for the use of the Guest Phone Entry System (if applicable). If for any reason I change my phone number listed below, I will be responsible for informing the Leasing Office within three (3) days. Resident must have local telephone number for proper operation of gates and entry doors.

HOME PHONE NUMBER: \_\_\_\_\_

HOW MANY ISSUED?	KEYS/ CARDS/ REMOTE CONTROLS	PER	TOTAL
2	Apartment Keys	\$75.00	\$150.00
1	Mail Box Keys	\$25.00	\$25.00
0	Pool Key	\$0.00	\$0.00
	Re-Key Charge	\$0.00	
2	Gate Access - Remote Control	\$75.00	\$150.00
0	Gate Access - Access Card (FOB)	\$0.00	\$0.00
0	Gate Access - Gate Key	\$0.00	\$0.00
0	Garage Door Remote Control	\$0.00	\$0.00
	Additional Gate Key	\$0.00	
	Exchange Damaged Gate Key	\$0.00	
<b>TOTALS</b>			<b>\$325.00</b>

**Note: Replacement cost is due prior to receiving replacement.**

Initial(s):



**Signed by Brian Chiang**

Mon Jul 18 09:05:34 PM PDT 2016

Key: 6E8BC0BB; IP Address: 107.184.86.45

Brian Chiang (Resident)

Date



**Signed by Shannon Liao**

Mon Jul 18 09:06:37 PM PDT 2016

Key: 4E8F586A; IP Address: 45.49.243.105

Shannon Liao (Resident)

Date



**Signed by Theresa Manokoune**

Tue Jul 19 12:51:41 PM PDT 2016

Key: E67B2A43; IP Address: 216.240.59.29

((Owner/Agent))

Date

**FOR OFFICE USE ONLY**

Gate Remote Control #:	Access Card #:	Sensor #:	Other #:
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Orsini I

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**

Mon Jul 18 09:05:44 PM PDT 2016

Key: 6E88COBB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:06:53 PM PDT 2016

Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



### PEST CONTROL NOTICE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated July 19, 2016 between Palmer Boston St. Properties I, L.P. d/b/a Orsini (Owner/Agent) and Brian Chiang and shannon liao, (Resident) for the premises located at 505 North Figueroa Street #738, Los Angeles, CA 90012.

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

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

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



**Signed by Brian Chiang**  
Mon Jul 18 09:06:02 PM PDT 2016  
Key: 6E88C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:06:59 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**  
Tue Jul 19 12:51:41 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

((Owner/Agent))

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**  
Mon Jul 18 09:06:05 PM PDT 2016  
Key: 6E88C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:07:01 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



### POOL RULES ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated July 19, 2016 between Palmer Boston St. Properties I, L.P. d/b/a Orsini (Owner/Agent) and Brian Chiang and shannon liao, (Resident) for the premises located at 505 North Figueroa Street #738, Los Angeles, CA 90012.

1. The Pool is to be used only between the hours of between the hours of 8am and 10pm.
2. The Pool is reserved exclusively for use of Residents of the building and their guests.
3. Children under the age of fourteen (14) shall not use the Pool without an adult in attendance.
4. No food may be served or eaten in or around the Pool area at any time without Owner/Agent's consent. Refreshments must be served in unbreakable containers.
5. No alcoholic beverages shall be served or consumed in or around the Pool area at any time. No person under the influence of alcoholic beverages is permitted in or near the Pool.
6. Running and jumping, "horseplay", fighting, boisterous or dangerous conduct, and/or any noisy behavior disturbing to the other residents, is forbidden in or around the Pool area.
7. No radios, record players, or other musical instruments may be used in or around the Pool area without consent of Owner/Agent.
8. Residents and their guests are required to be properly attired at all times, going to and from and in or around the Pool area.
9. Showering is required prior to using the Pool. Those using the Pool shall dry themselves off before leaving the Pool area.
10. Residents and guests will place their own towels over Pool furniture when using suntan oil or other lotions.
11. No toys, inner tubes or any other objects whatsoever will be allowed in the Pool at any time.
12. Safety equipment is not to be used except in case of emergency.
13. NO LIFEGUARD WILL BE ON DUTY.
  - Persons using pool facilities do so at their own risk.
  - Owner/Agent is not responsible for accident or injury.
  - Owner/Agent is not responsible for articles lost, damaged or stolen.

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



**Signed by Brian Chiang**  
Mon Jul 18 09:06:14 PM PDT 2016  
Key: 6E88C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:08:13 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**  
Tue Jul 19 12:51:41 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

((Owner/Agent))

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**  
Mon Jul 18 09:06:20 PM PDT 2016  
Key: 6E88C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:08:18 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105



shannon liao (Resident)

Date



### SMOKE DETECTOR ADDENDUM


This document is an Addendum and is part of the Rental/Lease Agreement, dated July 19, 2016 between Palmer Boston St. Properties I, L.P. d/b/a Orsini (Owner/Agent) and Brian Chiang and shannon liao, (Resident) for the premises located at 505 North Figueroa Street #738, Los Angeles, CA 90012.


1. The premises is equipped with a smoke detection device(s).
2. Resident acknowledges the smoke detection device(s) was/were tested and its operation explained by Owner/Agent in the presence of Resident at time of initial occupancy and the detector(s) was/were operating properly at that time.
3. Resident shall perform the manufacturer's recommended test at least once a week to determine if the smoke detector(s) is/are operating properly.
4.   Initial **ONLY** if **BATTERY OPERATED**.


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

- a. ensure that the battery is in operating condition at all times;
  - b. replace the battery as needed (unless otherwise provided by law); and
  - c. if, after replacing the battery, the smoke detector(s) do not work, inform the Owner/Agent immediately.
5. Resident(s) must inform the Owner/Agent immediately in writing of any defect, malfunction or failure of any detector(s).
  6. In accordance with California law, Resident shall allow Owner/Agent access to the premises for that purpose.

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


 **Signed by Brian Chiang**  
 Mon Jul 18 09:06:37 PM PDT 2016  
 Key: 6EA8C0BB; IP Address: 107.184.86.46  
 \_\_\_\_\_  
 Brian Chiang (Resident) Date


 **Signed by shannon liao**  
 Mon Jul 18 09:08:28 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105  
 \_\_\_\_\_  
 shannon liao (Resident) Date

 **Signed by Theresa Manokoune**  
 Tue Jul 19 12:51:41 PM PDT 2016  
 Key: E67BEA43; IP Address: 216.240.59.29  
 \_\_\_\_\_  
 ((Owner/Agent)) Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.

 **Signed by Brian Chiang**  
 Mon Jul 18 09:06:39 PM PDT 2016  
 Key: 6EA8C0BB; IP Address: 107.184.86.46  
 \_\_\_\_\_  
 Brian Chiang (Resident) Date

 **Signed by shannon liao**  
 Mon Jul 18 09:08:32 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105  
 \_\_\_\_\_  
 shannon liao (Resident) Date



## BEDBUG AND PEST ADDENDUM

This Bedbug and Pest Addendum ("Addendum") dated July 18, 2016 is made part of the Lease Agreement ("Lease") dated July 19, 2016 between Palmer Boston St. Properties I, L.P. d/b/a Orsini "Landlord" and Brian Chiang and shannon liao "Resident." Resident occupies the Premises located at 505 North Figueroa Street #738, Los Angeles, CA 90012 ("the Premises.")

1. **"Pests"** include (but are not limited to) ants, bedbugs, cockroaches, fleas, mites, spiders, termites, mice, rats, other vermin and insects.
2. **Landlord Inspection.** Landlord has inspected the Premises and is unaware of any Pests in the Premises. At move-in, Resident will complete and sign a Move-In/Move-Out Statement documenting the Premises' condition. If Resident fails to report defects in the Move-In/Move-Out Statement, it will be presumed that the Premises have been delivered in good condition and free of pests.
3.  (If checked) **Regular Pest Control Service.** Landlord has contracted with a registered structural pest control company to provide pest control services to the Premises periodically. Resident acknowledges receiving a written notice regarding pesticides used on the Premises. The products used by the pest control company are meant to control the following type(s) of pest(s): \_\_\_\_\_ . The frequency of the pesticide treatment is: \_\_\_\_\_ .
4. **Resident Responsibilities and Cooperation.** Resident agrees to cooperate with Landlord's pest control efforts by:
  - Keeping the Premises clean and uncluttered;
  - Promptly advising Landlord of any pest control needs;
  - Providing Landlord with access to Premises for Landlord's pest control assessments and pest control treatment;
  - Preparing the Premises for pest control treatment and/or vacating the Premises when necessary in connection with Landlord's pest control efforts. Resident will comply with all instructions necessary to prepare the Premises for fumigation, testing/inspection or repair. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property will be Resident's responsibility and at Resident's expense unless the contamination was the result of Landlord's negligence, intentional wrongdoing or violation of law. Landlord is not responsible for any condition about which Landlord is not aware;
  - Upon request by Landlord, promptly providing Landlord with copies of all records, documents, sampling data and other materials relating to the condition of the Premises.
5. **If Resident is Required to Vacate for Treatment.** If requested by Landlord, Resident agrees to temporarily vacate the Premises for fumigation, Premises testing/inspection, or repairs. If Resident is required to vacate the Premises for treatment, Landlord may (but will not be required to) waive rent due for the period of Resident's vacancy on a per diem basis. Alternatively, Landlord may choose substitute another unit for the Premises during the treatment period. Resident will be entitled to neither unless the contamination was the result of Landlord's negligence, intentional wrongdoing or violation of law. Resident will bear the expense of moving Resident and his or her property to the substitute unit unless otherwise agreed by Landlord or otherwise provided by law. If Resident relocates, upon written notice of completion of the pest control measures requiring relocation, Resident will promptly return and reoccupy Resident's original unit (the Premises) and vacate the replacement unit.
6. **Bedbugs**
  - A. **Description.** Bedbugs are wingless parasites about 1/5 inch long. Adult bedbugs are rusty red or mahogany. Immature bedbugs are smaller and are a lighter, yellowish-white color. Bedbugs feed on blood from humans, pets, birds and other animals, generally at night while the host is sleeping. During the day, bedbugs generally hide in crevices such as seams in mattresses and box springs, bed frames cracks, under loose wallpaper, behind picture frames, and inside furniture and upholstery.
  - B. **Growing Problem.** In the past, bed bug infestations were primarily associated with crowded and dilapidated housing. However, bed bug infestations are becoming more common and can be found even in first class hotel and living accommodations. The increase may be the result of increased human travel, movement of infested luggage and items, and changes in the pesticides available to control this pest. Bed bugs are transferred to new locations on people, their clothing, furniture, bedding, and luggage.
  - C. **Inspection Before Bringing Items to Premises.** To prevent bedbug infestations, Resident agrees that before move-in and/or bringing new items to the Premises, Resident will inspect all luggage, bedding, clothing, and personal property. Resident will allow Landlord to do the same upon request. If Landlord has a concern about possible infestation, Landlord may (but will not be obligated to) either prohibit Resident from bringing the item into the Premises and building or, require Resident to have the item treated at Resident's expense before the item is brought into the



Premises or building.

- D. **Resident Notification to Landlord of Infestation.** Resident will immediately notify Landlord of any condition in the Premises indicating a bedbug infestation, such as itchy welts on Resident's skin; bedbugs (whether alive or dead); blood spots (either red or brown) or excrement spots (brown or black) on bedding or the bed; or a sweet odor.
  - E. **Bedbug Treatment.** Bedbug treatment is challenging. It generally requires several treatments over several weeks, and will require Resident's cooperation, and treatment and/or discarding of furniture, clothing, and personal property.
7. **Breach of Pest Control Obligations is a Material Breach.** Because pests may pose a risk to the health and safety of other residents, Resident's breach of this Addendum is a material breach of the Lease.
8. **Resident Obligation to Indemnify for Failure to Comply.** Resident agrees to reimburse Landlord for any claims, losses, damages and expenses that Landlord incurs from the negligence of Resident or Resident's household members, guests or agents, or their failure to comply with this Addendum, **including but not limited to bringing bed bugs into the premises, failure to allow access to landlord or its agents for the purposes of treating the bed bugs or failure to properly prepare the premises for bed bug treatment.**



Signed by Brian Chiang

Mon Jul 18 09:06:56 PM PDT 2016  
Key: 6EABCOBB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



Signed by shannon liao

Mon Jul 18 09:08:43 PM PDT 2016  
Key: 4EBF586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



Signed by Theresa Manokoune

Tue Jul 19 12:51:41 PM PDT 2016  
Key: E67BEM3; IP Address: 216.240.59.29

((Owner/Agent))

Date



## COST GUIDELINES

This document is incorporated into and shall become a part of the Lease Agreement by and between **Orsini I** and

<b>To Resident Name(s)</b> Brian Chiang and shannon liao	
<b>Current Address:</b> 505 North Figueroa Street Los Angeles, CA 90012	<b>Unit #:</b> 738

**SUMMARY OF ESTIMATED MOVE OUT CHARGES:**

ITEM	STUDIO & 1 BEDROOM	2 & 3 BEDROOM
Pest Control	\$45.00	\$45.00
Bath/Vanity Counter	\$50.00 - \$100.00	\$95.00 - \$100.00
Carpet Replacement	\$655.00-\$850.00	\$930.00-\$1750.00
Carpet Shampoo	\$75.00	\$85.00-\$130.00
Vinyl Replacement	\$80.00-\$265.00	\$80.00-\$315.00
Kitchen or Bathroom Reglazing	\$125.00-\$200.00	\$125.00-\$200.00
Full Paint	\$180.00 - \$400.00	\$280.00 - \$600.00
Partial Paint	\$90.00 - \$200.00	\$140.00 - \$300.00

**REPLACEMENT/REPAIR CHARGES:** Should replacement of damaged or missing items be necessary or repairs made in the apartment, the following minimum charges will be assessed, labor included. Items not included on the list will be billed at actual cost.

ITEM	COST	ITEM	COST	ITEM	COST
Blinds/Shutters	\$45 - \$75	Window and Door Screens	\$25-\$125	Stairwell Carpet Replacement	\$295.00
Garbage Disposal	\$125.00	Interior Doorknob	\$25.00	Filters	\$15-\$25
Ceiling Fan	\$125.00	Plumbing Fixtures	\$15 - \$350	Range Knobs	\$15.00 each
Dishwasher Rack	\$45.00	Light Fixtures	\$45 - \$125	Smoke Detector	\$35.00
Re-Key Lock	\$100.00	Light/Vanity Bulb	\$5-\$15 each	Switch Plate	\$2.00
Interior Door	\$150.00	Mail Box Lock	\$25.00	Mirrors	\$265.00
Entry Door	\$500.00	Medicine Cabinet	\$125.00 each	Toilet Seat	\$25.00
Patio Door	\$1,100.00	Mirrored Closet Door	\$165-\$200	Toilet Paper Dispenser	\$5-\$65

**OTHER CHARGES:** Labor Charges and supply costs will be assessed for trash removal, doors, doorframes, switch, shelving, heat registers, removing contact paper, mirror tiles, wallpaper and any other miscellaneous repairs or cleaning cost incurred.

ITEM	COST	ITEM	COST	ITEM	COST
Patio Pressure Wash	\$34.00	Kitchen Floor Cleaning	hourly rate	Refrigerator Cleaning	hourly rate
Bath Cabinets	hourly rate	Light Fixtures Cleaning	hourly rate	Stairwell Full Paint	\$300.00
Bath Floor Cleaning	hourly rate	Medicine Cabinet Cleaning	hourly rate	Shelf Paper Removal	hourly rate
Bathtub Cleaning	hourly rate	Shower Stall Tile Cleaning	hourly rate	Wall Paper Removal	hourly rate
Blinds Cleaning	hourly rate	Mirrors Cleaning	hourly rate	Touch Up Paint	hourly rate
Cabinets Cleaning	hourly rate	Oven/Range Cleaning	hourly rate	Vacuum Carpet	hourly rate
Commode Cleaning	hourly rate	Sinks - Kitchen	hourly rate	Vent Hood Cleaning	hourly rate
Dishwasher Cleaning	hourly rate	Sinks - Bathroom	hourly rate	Window Cleaning	hourly rate


**PAINT:** Management shall assess charges against the security deposit for the painting of walls.


\*Modified walls or color changes are not depreciable, resident must bring back to original move in condition or full paint charges will apply.


**Carpet estimated life span: 5 years**

**Paint estimated life span: 3 years**

Nothing herein shall be constructed as a limitation upon landlord's right to pursue cause for damages not specifically listed above.

 **Signed by Brian Chiang**  
 Mon Jul 18 09:07:24 PM PDT 2016  
 Key: 6EABCOBB; IP Address: 107.184.86.46  
 Brian Chiang (Resident) Date

 **Signed by shannon liao**  
 Mon Jul 18 09:08:59 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105  
 shannon liao (Resident) Date

 **Signed by Theresa Manokoune**  
 Tue Jul 19 12:51:41 PM PDT 2016  
 Key: E67BEA43; IP Address: 216.240.59.29  
 ((Owner/Agent)) Date



### EARLY LEASE TERMINATION

Date: July 18, 2016  
Resident(s): Brian Chiang and shannon liao  
Building Number:  
Unit Number: 505-738  
Move-In Date: July 19, 2016

Should lease agreement be terminated prior to its expiration date, all of the following is required:

1. A minimum **30-day written notice** of intent to vacate must be given prior to the first day of the final payment. If a minimum **30-day written notice** is not given prior to the termination of the lease, Resident is responsible for a fee that equals an amount of **a full month's rent**.
2. A termination fee must be paid in the amount of **\$3,050.00** prior to move-out.
3. All concessions must be paid back in full to the Landlord prior to move-out. The concession given at the time of move-in is **\$7,400.00**.
4. Concession Breakdown:
  - a. Prorated Monthly Concession of **\$230.00** for **12 days**.  
Monthly Concession of **\$575.00** for **11 months**.  
Prorated Monthly Concession of **\$345.00** for **18 days**.
  - b. One-time concession of **\$500.00** given to Resident at the time of move-in.



**Signed by Brian Chiang**  
Mon Jul 18 09:07:59 PM PDT 2016  
Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:09:13 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**  
Mon Jul 18 09:08:13 PM PDT 2016  
Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:09:07 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

02/01/2016





### FITNESS CENTER AGREEMENT

Rules and Regulations, described herein, are strictly in effect for the use of the Fitness Center, equipment and/or any part thereof, and shall be adhered to at all times by Resident and Guests of Resident (Guests defined as Guests, Visitors, Family, and Invitees of Resident).

1. Use of the Fitness Center is a Resident privilege which may be revoked at any time for any reason deemed by the Landlord at its sole discretion to be appropriate. Access and use of the equipment, machinery, fitness room and areas related to the Fitness Center are not an amenity for, or part of, the appurtenance to the rental of any apartment. Termination of the use of, and access to the same, shall not be or constitute a breach of any obligation on the part of the Landlord nor constitute grounds for reduction in rent.
2. The Resident will promptly report, in writing, any and all violations of the Rules and Regulations in the Fitness Center, in the area related thereto, and in the use of operation of machinery and equipment therein.
3. The Resident understands Landlord/Owner shall not provide any supervisor for the Fitness Center and that use of exercise equipment may be harmful to the Resident and/or Guest and that they shall not be counseled on the use or the advisability of the use of the equipment and machinery by any person acting on behalf of the Landlord/Owner. In the event any exercise programs, demonstrations, charts or schedules may be present or available in the Fitness Center or the area connected with it, Landlord/Owner shall not be responsible for them, their correctness or advisability or for any repercussions that may result from them.
4. A deposit for the entry key or FOB to the Fitness Center is not required. If the key or FOB is lost, stolen or not returned to Landlord at the time of move out, however, the replacement cost shall be **\$0.00** per key or FOB.
5. Resident hereby agrees to assume all responsibility and liability for any injury or damage arising out of the use of the Fitness Center by Resident, or Resident's invitees or guests. Resident hereby releases and holds Landlord harmless from any and all liability for such injury, loss or damage including legal fees and costs, if any.

Resident who has been permitted access to the Fitness Center, any area related thereto, or use of any exercise equipment or machinery is aware of the following:

- Guests must be accompanied by Resident at all times;
- No access permitted to Guests under the age of **fourteen (14) years** unless accompanied and supervised by an adult Resident;
- Guests not allowed access to Fitness Center without having first been informed of the strict provisions stated in the Fitness Center Agreement Rules and Regulations;
- Resident will not permit violation of any Rule or Regulation by any Guests;
- Use and access shall be limited to the hours posted (or ask your Landlord);
- Equipment and machinery shall be used only for its obvious purpose;
- There shall be no loud noise at any time in the room or in the area related to the Fitness Center;
- No smoking and/or consumption of alcohol at any time;
- There shall be no glass containers of any sort at any time in the Fitness Center;
- No removal of any equipment from the fitness room.



**Signed by Brian Chiang**  
Mon Jul 18 09:08:25 PM PDT 2016  
Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:09:19 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**  
Tue Jul 19 12:51:41 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

(Landlord/Owner)

Date

The above signed Resident has read, understands and agrees to all Rules and Regulations of this Fitness Center Agreement and also agrees to, and hereby saves and holds harmless, the Landlord, Owner, Manager, their Agents, Employees, Representative and servants from and against any, and all loss, damages and injuries resulting from, or connected with, the use and/or the presence of Resident his Guests, Invitees, Family and Visitors in, or at the Fitness Center, the area connected therewith, and/or the machinery and equipment therein.



# CITY OF LOS ANGELES HOUSING DEPARTMENT NOTICE OF LAHD FEE

Date: **July 19, 2016**

Apartment: **738**

Dear **Brian Chiang and shannon liao**,

Several programs have been designed to eliminate slum housing in Los Angeles. Both tenant complaints and inspection referrals drive these programs. The City of Los Angeles Housing Department (LAHD) governs such programs. The Habitability Enforcement Program (HEP) is a tenant initiated complaint process within LAHD. These programs are designed to protect both the tenant and landlord.

Pursuant to LAMC Ordinance No. 172537, the landlord may demand and collect a rent surcharge of one dollar (\$1.00) per month from the tenant. Beginning April 1st 2004, the LAHD has increased this fee to **\$3.61** per month. This fee is a Code Enforcement Fee of the LAHD.

This surcharge is not a part of your adjusted rent, but is to be paid every month and can be included with the rental payment. The additional amount due starting April 1st, 2004 is **\$3.61**

Thank you,



**Signed by Theresa Manokoune**

Tue Jul 19 12:51:41 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

(Landlord/Owner)

Date



**Signed by Brian Chiang**

Mon Jul 18 09:08:52 PM PDT 2016  
Key: 6EA8COBB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:09:31 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**

Mon Jul 18 09:08:55 PM PDT 2016  
Key: 6EA8COBB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:09:33 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

09/01/2016



# LESSEE SECURITY NOTICE & ACKNOWLEDGMENT

**NOTICE TO LESSEE:** The Management of this apartment community (including the owner and owner's authorized property manager) does not promise, warrant, or guarantee the safety or security of the Lessee or Lessee's personal property against the criminal actions of other residents or third parties. Each Lessee has the responsibility to protect himself or herself and to maintain appropriate insurance to protect his or her belongings. Lessees should contact an insurance agent to arrange appropriate fire and theft insurance on their property.

It is a fact that no security system, courtesy patrol or electronic security device can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Lessees should always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense and habit.


If security systems, security devices, or walk-through/drive-through services are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen. Therefore, Management does not warrant that any security systems, security devices, or services employed at this community will discourage or prevent breaches of security, intrusions, thefts, or incidents of violent crime. Further, Management reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time; and Lessee agrees that such action shall not be a breach of any obligation or warranty on the party of Management.


Lessee agrees to promptly notify Management in writing of any problem, defect, malfunction or failure of doorlocks, window latches, controlled access gates, intrusion alarms, and any other security-related device. If Lessee's apartment is equipped with an intrusion alarm, Lessee agrees to be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges.


**ACKNOWLEDGMENT BY LESSEE:** I have read, understood and agree with the above notice. I have received no representation or warranties, either express or implied, as to any security or any security system on the property. Management has not in any way stated or implied to me that security of person or property was provided, promised, or guaranteed or that the apartment community was or will be free from crime. I further acknowledge that management is not obligated under any circumstances to respond to any signal from an intrusion alarm system. The responsibility for protecting me, my property, and my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.

I agree to release and hold harmless Management from claims arising out of criminal acts of other residents and third parties. I agree that management shall not be liable to me based upon any claim that security was not provided, subject to Management's compliance with state statutes regarding doorlocks and window latches. Lessee acknowledges that the foregoing shall also be binding upon Lessee's heirs, successors, and assigns.

This document contains the entire agreement with respect to its subject matter. Management representatives have no authority to make changes or modifications in the terms of this document, except when in writing and signed.


 **Signed by Brian Chiang**  
Mon Jul 18 09:09:06 PM PDT 2016  
Key: 6E8C0BB; IP Address: 107.184.86.46  
\_\_\_\_\_  
Brian Chiang (Resident) Date


 **Signed by shannon liao**  
Mon Jul 18 09:09:41 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105  
\_\_\_\_\_  
shannon liao (Resident) Date

 **Signed by Theresa Manokoune**  
Tue Jul 19 12:51:41 PM PDT 2016  
Key: E67BEM43; IP Address: 216.240.59.29  
\_\_\_\_\_  
(Owner/Agent) Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.

 **Signed by Brian Chiang**  
Mon Jul 18 09:09:08 PM PDT 2016  
Key: 6E8C0BB; IP Address: 107.184.86.46  
\_\_\_\_\_  
Brian Chiang (Resident) Date

 **Signed by shannon liao**  
Mon Jul 18 09:09:39 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105  
\_\_\_\_\_  
shannon liao (Resident) Date



## MOVE-IN/MOVE-OUT ITEMIZED STATEMENT

Resident Name(s) <b>Brian Chiang and shannon liu</b>	Initial Inspection Date	Initial Inspection By	Move-In Date <b>July 19, 2016</b>
Apartment Address <b>505 North Figueroa Street #738, Los Angeles, CA 90012</b>	Final Inspection Date	Final Inspection By	Move-Out Date

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

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

	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
<b>KITCHEN</b>			
Ceiling			
Doors			
Walls			
Floors			
Hood/Filter			
Fan/Light			
Counter top			
Sink/Faucets			
Drains/Disposal			
Cabinet/Doors			
Shelves/Drawers			
Under sink			
Windows			
Screens			
Curtains/Blinds			
Elec. fixtures			
Light bulbs			
<hr/>			
<b>STOVE/OVEN</b>			
Stove-Outside			
Burners			
Drip pans			
Vent			
Timer/Controls			
Oven surfaces			
Oven racks			
Broiler pan			
Light			
<hr/>			
<b>REFRIGERATOR</b>			
inside (all parts)			
Outside			
<hr/>			
<b>DISHWASHER</b>			
Outside/Controls			
Inside (all parts)			
<hr/>			
<b>MICROWAVE</b>			
Outside/Controls			
Inside (all parts)			
<hr/>			
<b>WASHER/DRYER</b>			
Outside/Controls			
Inside (all parts)			
<hr/>			
<b>LIVING ROOM</b>			
Walls			
Ceiling			
Doors			
Windows			
Screens			
Drapes/Blinds			
Shades/_____			
Floor			
Closet			
Elec. fixtures			
Light bulbs			
Fireplace			

	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
<b>1st BATH</b>			
Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Dr./Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Elec. fixtures			
Light bulbs			
<hr/>			
<b>2nd BATH</b>			
Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Dr./Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Elec. fixtures			
Light bulbs			
<hr/>			
<b>DINING ROOM</b>			
Walls			
Ceiling			
Drapes/Blinds			
Shades/_____			
Closet			
Doors			
Floor			
Windows			
Screens			
Elec. fixtures			
Light bulbs			

\*SV2528728-1283\*



CODES: NCC - Needs complete cleaning • REP - Replace • SC - Needs spot cleaning • SP - Needs spot painting  
 RPR - Needs repair • PT - Needs painting • SCR - Scratched • CLN - Clean • NEW - New • APPL - Appliance in apt.

	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
<b>1st BDRM</b>			
Walls			
Ceiling			
Windows			
Screens			
Drapes/Blinds			
Shades/			
Doors			
Closet			
Floor			
Elec. fixtures			
Light bulbs			

<b>2nd BDRM</b>			
Walls			
Ceiling			
Windows			
Screens			
Drapes/Blinds			
Shades/			
Doors			
Closet			
Floor			
Elec. fixtures			
Light bulbs			

<b>3rd BDRM</b>			
Walls			
Ceiling			
Windows			
Screens			
Drapes/Blinds			
Shades/			
Doors			
Closet			
Floor			
Elec. fixtures			
Light bulbs			

<b>HALLS/STAIRS/ENTRY</b>			
Walls			
Ceiling			
Drapes/Blinds			
Shades/			
Closet			
Doors			
Floor			
Windows			
Screens			
Elec. fixtures			
Light bulbs			

Move-In Inspection:

<b>Resident</b>	<b>Date</b>
<b>Resident</b>	<b>Date</b>
<b>Resident</b>	<b>Date</b>
<b>Resident</b>	<b>Date</b>
<b>Owner/Agent</b>	<b>Date</b>
<b>Initial Inspection:</b>	
<b>Owner/Agent</b>	<b>Date</b>
<b>Final Inspection:</b>	
<b>Owner/Agent</b>	<b>Date</b>

<b>OTHER ROOM</b>	Move-In Inspection	Initial Inspection (resident's option)	Final Inspection
Walls			
Ceiling			
Closet/Cabinets			
Windows			
Shades/			
Screen			
Floor			
Door			
Elec. fixtures			
Light bulbs			

<b>FRONT PORCH</b>			
Elec. fixtures			
Light bulbs			

<b>BACK PORCH</b>			
Elec. fixtures			
Light bulbs			

<b>GARAGE/CARPORT</b>			
Elec. fixtures			
Light bulbs			
Remote/Opener			

<b>MECHANICAL</b>			
Hot water heater			
Furnace			
Air conditioner			
Air cond. filter			
Smoke detector			
Thermostat			

<b># OF KEYS</b>			
Door			
Laundry Room			

**According to state law:**

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d))

According to Civil Code Section 1950.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent.
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear caused by the tenant or by a guest or licensee of the tenant.
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- (4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

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

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Resident's possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

A final itemized statement will be sent to you within 3 weeks of the termination of your tenancy.



### ADDENDUM - NO PET POLICY


This document is an Addendum and is part of the Rental/Lease Agreement, dated July 19, 2016 between Palmer Boston St. Properties I, L.P. d/b/a Orsini (Owner/Agent) and Brian Chiang and shannon liao (Resident) for the premises located at 505 North Figueroa Street, Los Angeles, CA 90012.


Landlord/Agent and Resident mutually agree as follows:


  **Initial.** This Agreement is understood by Resident that NO PETS are allowed in or about the premises.

  **Initial.** If Resident brings a pet onto the premises, Resident will be given a three (3-day) notice to remove the pet or vacate the premises.

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

 **Signed by Brian Chiang**  
Mon Jul 18 09:09:41 PM PDT 2016  
Key: 6E88COBB; IP Address: 107.184.86.46  
\_\_\_\_\_  
Brian Chiang (Resident) Date

 **Signed by shannon liao**  
Mon Jul 18 09:09:55 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105  
\_\_\_\_\_  
shannon liao (Resident) Date

 **Signed by Theresa Manokoune**  
Tue Jul 19 12:51:42 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29  
\_\_\_\_\_  
(Owner/Agent) Date

02/24/2016



## PARKING POLICIES & VEHICLE IDENTIFICATION

Lessee Name(s): <b>Brian Chiang and Shannon Liao</b>		Apartment #: <b>505-738</b>
Work Phone #:	Home Phone #:	

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

Cars will be kept in clean, operable condition. License plates and registration tags are to be current, and displayed at all times. Guests and Lessees who park in fire lanes, reserved parking or undesignated parking will be towed at owner's expense. Please comply with posted speed limits of 10 mph. Parking of boats, campers, recreational vehicles and commercial purpose vehicles is prohibited. Vehicle repair is prohibited. Disabled and unattended vehicles will be towed at owner's expense. It is critical that you contact us if your vehicle is cited, within twenty-four (24) hours. Vehicles cited will result in immediate tow at owner's expense.

Each vehicle must be registered with our office. This gives us a record to follow up with Lessee in hopes of avoiding a costly tow, charged to the vehicle owner cited for violating community parking guidelines. Lessor reserves the right to change assignments and policies upon written notice to the Lessee. Unassigned spaces may be used by guests if available and not otherwise posted at the property, on a first serve basis, unassigned spaces may not be used for more than a 48-hour continual period.

<b>GARAGE &amp; STORAGE (if applicable)</b>
---

The garage must be used exclusively for the parking of the Lessee's personal vehicle(s) as registered with the Lessor and documented above on this addendum. Lessee shall not use said garage or storage space or park any recreational vehicle(s), or trucks larger than one ton or similar vehicle that is too large for the said space. Lessee also agrees **not** to use the garage space as storage for equipment, personal items, containers, vehicle parts, or inoperable vehicles. In addition, Lessee will not, under any circumstances use the garage or storage space for flammable or toxic chemicals and/or waste. The garage and storage space will not be used for occupancy. Garage and storage space doors must be closed at all times.

If Lessee violates these requirements Lessee agrees to immediately reimburse the Lessor for any costs associated with the removal of the unauthorized materials, immediately vacate this rented space and forfeit any said deposits and or rental costs associated with this space. Lessee further agrees to be liable for any and all damage caused by Lessee's carelessness or negligent driving, which may result in the destruction of the storage space and or garage space or to any other vehicle near garage or storage space.

The Lessor shall not be liable for any loss, theft, damages and or destruction of any personal property contained in said garage space or storage space. Nor shall the Lessor be held liable for or held responsible for any injury to Lessee or any guest of the Lessee using said garage space and or storage space. It is recommended, by the Lessor that Lessee acquire the necessary insurance required to cover all personal property.

The garage or storage deposit (as specified in section 5) will be refunded if all keys, remote controls are returned and the garage or storage space is left in a clean and undamaged condition. The Lessee will be required to give a prior **thirty day (30)** notice to vacate garage or storage space.



**TOWING PROCEDURES**

Vehicles will be towed at owner's expense if they are parked in a red zone, handicapped space, fire lane, space reserved for other Lessees or blocking traffic flow within the community. Vehicles that are inoperable, have expired license plates or registration tags, or are parked in an unauthorized space will also be towed at the owner's expense. Lessor assumes no liability for condition of Lessee's car in the event it is towed. Repeated parking violations may lead to eviction of Lessee. Lessee shall be held responsible for parking practices and violation of their guests.



**Signed by Brian Chiang**  
Mon Jul 18 09:10:01 PM PDT 2016  
Key: 6E8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:10:08 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**  
Tue Jul 19 12:51:42 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

((Owner/Agent))

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**  
Mon Jul 18 09:10:03 PM PDT 2016  
Key: 6E8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:10:13 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

02/08/2016





## RENTAL AGREEMENT ADDENDUM: PATIO/BALCONIES

1. The use of balconies and patios for storage of bicycles or any other items, or drying laundry is strictly prohibited. A bike cage is located in the parking garage for your convenience. Bikes are stored at the risk of Resident. **Orsini I** does not have any obligation to provide security for bikes.
2. Please maintain balconies and patios in a neat, clean and attractive condition. Patio furniture is provided by **Orsini I** and no additions of any kind are to be made, other than a maximum of 2 live plants in terracotta pots.
3. No barbeques allowed on balconies and patios.
4. Absolutely no flammable material is to be stored on the balconies, patios, breezeways, or storage areas. Such storage is direct violation of the local fire codes and may carry civil and or criminal penalties.
5. Antennas, wires, aerials or ropes for clothes drying are prohibited on the roof, decks, or other parts of the building.
6. Decorations may not be installed or hung from the patio areas. This includes wind chimes.
7. Storage of any kind on stairwells and entryways is prohibited.
8. Storage of any kind in the water heater room area is prohibited.
9. In maintaining attractive and consistent looking hallways, no door mats or other items are allowed outside of the apartment interior. All mats, plants or other personal possessions will be disposed of without warning.



**Signed by Brian Chiang**

Mon Jul 18 09:10:11 PM PDT 2016  
Key: 6E8BC0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:10:27 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**

Tue Jul 19 12:51:42 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

((Owner/Agent))

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**

Mon Jul 18 09:10:13 PM PDT 2016  
Key: 6E8BC0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:10:21 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

### PERMISSION TO ENTER ADDENDUM

This Addendum shall become part of the Rental Agreement, dated July 18, 2016, between Management and Resident(s).

I/we understand the following policies regarding entry to my/our unit.

1. When I place my service request I will let the Management Representative know that either "yes" they have permission to enter my unit whether or not I am at home, or "no" they may not enter my unit without an appointment.
2. In the event of an emergency, I understand that Management and/or their representative(s) may enter my unit with or without my prior consent or knowledge.
3. In the event a Management representative must enter my unit for any reason other than the above stated terms, I will receive a 48-hour written notice prior to entry. Should I be unreachable during this period, I hereby give permission to enter.



**Signed by Brian Chiang**  
 Mon Jul 18 09:10:23 PM PDT 2016  
 Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
 Mon Jul 18 09:10:35 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**  
 Tue Jul 19 12:51:42 PM PDT 2016  
 Key: E67BEA43; IP Address: 216.240.59.29

((Owner/Agent))

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**  
 Mon Jul 18 09:10:28 PM PDT 2016  
 Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
 Mon Jul 18 09:10:38 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



## PROPOSITION 65 BROCHURE

### Warning

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

### California's Proposition 65 Warning

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

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

### Sources of Chemical Exposures

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

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

- **General - Warning:** This Facility Contains Chemicals Known to the State of California To Cause Cancer, And Birth Defects Or Other Reproductive Harm.
- **Foods and Beverages - Warning:** Chemicals Known To The State of California To Cause Cancer, Or Birth Defects Or Other Reproductive Harm May Be Present In Foods Or Beverages Sold Or Served Here.
- **Alcohol - Warning:** Drinking Distilled Spirits, Beer, Coolers, Wine, And Other Alcoholic Beverages May Increase Cancer Risk, And, During Pregnancy, Can Cause Birth Defects.

### Second Hand Tobacco Smoke and Tobacco Products.

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

### Furnishings, Hardware, and Electrical Components.

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

### Combustion Sources.

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

### Construction and Maintenance Materials.

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



Orsini I

exposures.

### **Certain Products Used In Cleaning And Related Activities.**

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

### **Swimming Pools and Hot Tubs.**

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

### **Paint and Painted Surfaces.**

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

### **Engine Related Exposures.**

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

### **Pest Control and Landscaping.**

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

02/01/2010



### RESIDENT INFORMATION

<b>Apt #:</b> 738	<b>Apt Phone #:</b>
----------------------	---------------------

<b>Resident Name:</b> Brian Chiang	<b>Cell #:</b>	<b>Work #:</b>
<b>Email Address:</b> bchiang83@gmail.com	<b>Emergency #:</b>	<b>Contact Name:</b>

<b>Resident Name:</b> shannon liao	<b>Cell #:</b>	<b>Work #:</b>
<b>Email Address:</b> trinity6242@gmail.com	<b>Emergency #:</b>	<b>Contact Name:</b>

Vehicle Information					
<b>Year:</b>	<b>Make:</b>	<b>Model:</b>	<b>Color:</b>	<b>Plate #:</b>	<b>State:</b>
<b>Year:</b>	<b>Make:</b>	<b>Model:</b>	<b>Color:</b>	<b>Plate #:</b>	<b>State:</b>

Parking Information		
<b>Parking Space #(s):</b>	<b>Garage #(s):</b>	<b>Carport #(s):</b>
N/A	N/A	N/A

02/01/2019



## RESIDENT POLICIES AND "HOUSE RULES" ADDENDUM

### I. GENERAL

1. This document is an Addendum and is part of the Rental/Lease Agreement, dated July 18, 2016 between Palmer Boston St. Properties I, L.P. d/b/a Orsini (Owner/Agent) and Brian Chiang and Shannon Iao, (Resident) for the premises at 505 North Figueroa Street #738, Los Angeles, CA 90012.
2. New policies and rules or amendments to this document may be adopted by Owner/Agent upon giving 30 days' notice in writing to Resident.
3. Guests who stay more than 14 days in a year period may constitute a breach of the Rental/Lease Agreement. At the discretion of the Owner/Agent, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.
4. Residents who lock themselves out of their units may be assessed a charge for the actual costs, including out of pocket expenses, incurred by the Owner/Agent.

### II. NOISE AND CONDUCT

1. Residents and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons.
2. Residents and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume which will disturb other persons.
3. Residents and their guests shall refrain, and shall ensure that Resident's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons.
4. Resident and their guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Residents between the hours of 10 pm and 8 am.

### III. CLEANLINESS AND TRASH

1. Resident shall keep the unit clean, sanitary and free from objectionable odors at all times.
2. Resident shall ensure that papers, cigarette butts and trash are placed in appropriate receptacles so that litter is not created on or about Resident's unit.
3. Resident shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
4. Resident shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Resident shall ensure that large boxes are broken apart before being placed in the trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers.
5. Resident shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view.
6. Resident shall refrain from leaving articles in the hallways or other common areas.
7. Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony.
8. No littering.
9. Resident shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

### IV. 24 HOUR EMERGENCY MAINTENANCE SERVICE

1. Please call or visit the office regarding service requests, rent payments, or to obtain information during these hours. If you have any maintenance problems, please contact us immediately!

### V. FOR YOUR PRIVACY

1. Office personnel ARE NOT permitted to give out resident's apartment numbers or telephone numbers to visitors, so please make sure your guests have this information.

### VI. PRIOR WRITTEN



1. Permission must be given to the office personnel before delivery people or guests will be admitted to your residence. Office personnel are not allowed to leave the office to accompany such people to your residence.

#### VII. KEYS AND LOCKS

1. Management supplies each lease holder with apartment key(s) and mailbox key(s). All keys are to be returned to the office to the office upon vacating the residence. If you need to gain entry into your apartment during normal business hours, but do not have your keys, you must be able to show a Photo ID, and it must match the information on the lease and the application. If you lost your keys, submit a service request to have the locks changed at the resident's expense. This is considered a priority service request. A resident may NEVER install his or her own locks.

#### VIII. WINDOWS

1. Blinds/drapes have been furnished in your residence for your convenience. At your expense, you may install window treatments providing no alteration or removal of existing window treatments are made and are clear or white when viewed outside the residence.

#### IX. VINYL FLOORING

1. Rubber-backed mats cause damage to the vinyl flooring. We encourage you to use non-rubber backed mats. If there is any yellowing or damage to the vinyl upon move out you will be charged for the cost of replacement for the vinyl flooring.

#### X. MOTORCYCLES

1. If permitted, motorcycles must be registered with the office and parked in designated areas. Fire regulations prohibit the parking of a motorcycle or mini-bike on walkways, porches, under stairways, or in residences. All motorcycles must be parked only in designated areas and must be currently licensed and in operating condition. Recreational vehicles are not allowed.

#### XI. GARAGE/CARPORT/STORAGE UNIT

1. Garage or carport may be used only for storage of operable motor vehicles. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Agreement may not use the areas covered by this addendum. No plants may be grown in such areas. Items that pose an environmental hazard or risk to the safety or health of other residents, occupant, so neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel, fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

#### XII. CARBON MONOXIDE

1. Protect your family and yourself from Carbon Monoxide Poisoning. Carbon Monoxide (CO) is a colorless, odorless gas, which at high levels can cause death. Never idle a car or any fuel burning engine or appliance in a garage - even if the garage door to the outside is open. Fumes can build up very quickly in the garage and living area of your home. Symptoms of CO poisoning at moderate levels can be severe headache, dizziness, mental confusion, nausea, or feeling faint. Low levels can cause shortness of breath, mild nausea, and mild headaches. Exposure to even low levels can result in long-term health issues and death. The symptoms are similar to other illnesses such as flu or food poisoning and are sometimes confused with those. For more information call the Consumer Product Safety Commission at 1-800-438-4318 or the EPA at 1-800-638-2772.

#### XIII. RECREATIONAL FACILITIES RULES AND REGULATIONS

1. Orsini I is equipped with certain athletic and recreational facilities exclusively for the use and enjoyment of residents and their guests. Since all facilities are entirely unattended and unsupervised, the use of any facility by resident and guests will be at residents and resident's guests' own risk. Resident assumes all responsibility for the use of the recreational facilities as well as for their own care, safety and well-being and that of their guests. Residents have the ability to reserve the clubhouse for additional rental fee and deposit.

#### XIV. POOL AND HOT TUB RULES

1. **NO LIFEGUARD WILL BE ON DUTY.** Persons using pool and hot tub facilities do so at their own risk. Owner and its representatives are not responsible for accident or injury. Owner and its representatives are not responsible for



articles lost, damaged or stolen in or about the pool or hot tub areas. Pool and cabana furniture cannot be removed from the area. Diving is strictly prohibited at all times.

**XV. WEIGHT ROOM/FITNESS CENTER RULES**

1. The weight room and exercise equipment may be used by residents **Monday through Saturday 9:00 am-10:00pm**. No persons under the age of **14** years are permitted in the weight room at any time and under circumstances unless accompanied and supervised at all times by a responsible resident. **Orsini I** does not monitor or supervise the weight room and exercise equipment and cannot be responsible for the conduct of its residents and their guests in the weight room and with the exercise equipment. All persons present using the weight room and exercise equipment under their supervision shall act, in safe manner with consideration for the safety and health of others at all times. You may wish to consult a physician before using the weight room/fitness center.

**XVI. WI-FI CAFE/BUSINESS CENTER**

1. The business center is for use by Residents and occupants of Residents' households **only**. The equipment in the business center must be used only for its intended purpose. Residents are responsible for the conduct of themselves and all other occupants of their household while using the business center. Residents will be held financially liable for any damage to the business center equipment. There is a **2 Hours** time limit on all of the business center equipment when other residents are waiting to use it. Resident and members of Resident's household will not engage in any loud or boisterous conduct or any conduct that disturbs other Residents while in the business center. The business center shall not be used to access or view any pornographic material from the Internet or otherwise. **Management does not monitor the business center or the Internet usage of Residents or occupants of Resident's household. Resident assumes responsibility for the use of the business center by Resident and other occupants of Resident's household, as well as for their own care, safety, and well being.** Management reserves the right to prohibit use of the business center by Resident and/or any occupant of Resident's household who repeatedly violates any of the above rules.

**XVII. SAFETY POLICIES FOR YOUR COMMUNITY**

1. All residents and guest or invitees of residents must comply with all local and city ordinances regarding curfews.
2. Team sports such as soccer, kickball, dodge ball, etc. are not permitted anywhere on the apartment common areas, including the parking areas.
3. Bicycles may not be ridden and must be "walked" in the following areas of the apartment community: sidewalks, grass lawn areas, postal centers, pool areas, breezeways.
4. Bicycles may not be parked or left outside an apartment unit except in bicycle racks if available.
5. Recreational equipment and toys (such as tricycles, skateboards, roller skates, scooters, and bicycles) may not be left unattended outside an apartment unit.
6. Persons under **14** years of age are not permitted in the following areas unless accompanied and at all times supervised by a parent, guardian, or a person over 18 years of age responsible for the minor: pool, hot tub, sauna, exercise room, business center, etc.
7. For your safety, no Residents or guests are permitted in the construction areas at any time.
8. Climbing trees is prohibited
9. Abide by all posted rules, where applicable
10. Resident's shall exercise due care at all times to inspect windows, screens, locks, and latches to make sure they are always in good working order and being utilized properly to protect all persons living or visiting in resident's apartment unit

**XVIII. APARTMENT SECURITY ACKNOWLEDGMENT AND RELEASE**

1. I agree that any courtesy patrol service, if one is provided at the Community, may be altered or canceled without notice to me and that the Community Owners and Operators, and Management have no obligation or liability for the acts or omissions of any agent or employee of any courtesy patrol service which may now or hereafter be engaged. Courtesy patrol personnel are independent contractors and are not employees of the Community Owners and/or Operators.
2. Alarm systems may have been installed in the Community. Such systems are not a guarantee of your personal safety and are not a guarantee against criminal activity. The systems referred to must not be relied upon by you as working at all times. There will invariably be breakdowns of anything mechanical or electronic in nature; and



02/01/2018



criminals can circumvent almost any system designed to deter crime.

- 3. I understand that I should contact the POLICE (911) FIRST if trouble occurs or if potential crime is suspected
- 4. **Acknowledgment by Resident:** I have read, understood, and agree with the above notice. I have received no representations or warranties, either express or implied, as to any security or any security system on the property. Management has not in any way stated or implied to me that security of person or property was provided, promised, or guaranteed or that the apartment community was or will be free from crime. I further acknowledge that Management is not obligated under any circumstances to respond to any signal from an intrusion alarm system. The responsibility for protecting me, my property, and my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.

**XIX.**

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

**SIGNATURES**

I have read and will follow all recommendations in the Security Guidelines outlined above. In addition, I have read and fully understand the Apartment Security Acknowledgement and Release, and by my execution do accept a copy hereof.

I have carefully read this document before having signed it. I understand that this is a binding legal document which affects my legal rights and obligations. I further acknowledge that my breach of any of the provisions of this agreement shall also constitute a breach under my lease. I have received a copy of this document.

SIGNED on 18th day of July, 2016



**Signed by Brian Chiang**  
Mon Jul 18 09:12:37 PM EDT 2016  
Key: 6E8BC0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:10:46 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**  
Tue Jul 19 12:51:42 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

((Owner/Agent))

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**  
Mon Jul 18 09:12:40 PM PDT 2016  
Key: 6E8BC0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:10:50 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

02/01/2016



## SATELLITE DISH AND ANTENNA ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated July 19, 2016 between Palmer Boston St. Properties I, L.P. d/b/a Orsini (Owner/Agent) and Brian Chiang and Shannon Liao, (Resident) for the premises located at 505 North Figueroa Street #738, Los Angeles, CA 90012.

Under the rules of the Federal Communications Commission (FCC), Owners/Agents may not prohibit the installation of satellite dishes and/or receiving antennas within leased premises. However, an Owner/Agent may impose reasonable restrictions relating to the installation and maintenance of any satellite dish and receiving antenna with which a resident must comply as a condition of installing such equipment.

Resident agrees to comply with the following restrictions:

1. **Size:** A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
2. **Location.** A satellite dish or antenna may only be located (1) inside Resident's dwelling, or (2) in an area outside Resident's dwelling such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under the lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Resident for Resident's exclusive use. Allowable locations may not provide optimum signal. Owner/Agent is not required to provide alternate locations if allowable locations are not suitable.
3. **Safety and non-interference.** Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Owner/Agent's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Owner/Agent's telecommunication systems, and may not be connected to Owner/Agent's electrical system except by plugging into a 110-volt duplex receptacle.
4. **Outside Installation.** If a satellite dish or antenna is placed in a permitted area outside the dwelling unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) any other method approved by Owner/Agent. No other methods are allowed. Owner/Agent may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
5. **Signal transmission from Outside Installation.** If a satellite dish or antenna is installed outside the dwelling unit, signals may be transmitted to the interior of Resident's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Owner/Agent.
6. **Installation and Workmanship.** For safety purposes, Resident must obtain Owner/Agent's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability insurance. Owner/Agent's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment.
7. **Maintenance.** Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Owner/Agent may temporarily remove any satellite dish or antenna if necessary to make repairs to the building.
8. **Removal and damages.** Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the dwelling. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the leased premises to its condition prior to the installation of a satellite dish or antenna and related equipment.
9. **Liability insurance and indemnity.** Resident is fully responsible for any satellite dish or antenna and related equipment. Owner/Agent  does  does not require evidence of liability insurance. If Owner/Agent does require insurance, prior to installation, Resident must provide Owner/Agent with evidence of liability insurance to protect Owner/Agent against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must be no less than \$25,000.00 (which is an amount reasonably determined by Owner/Agent to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed. Resident agrees to defend, indemnify, and hold Owner/Agent harmless from the above claims by others.



10. Deposit increase. Owner/Agent  does  does not require an additional security deposit (in connection with having a satellite dish or antenna). If Owner/Agent does require an increased deposit, Resident agrees to pay an additional security deposit in the amount of \$0.00 to help protect Owner/Agent against possible repair costs, damages, or any failure to remove the satellite dish or antenna and related equipment at the time of move-out. A security deposit increase does not imply a right to drill into or alter the leased premises. In no case will the total amount of all security deposits Resident pays to Owner/Agent be more than that which is allowed by law (two times the amount of rent for an unfurnished unit and three times the amount of rent for a furnished unit).

11. When Resident may begin installation. Resident may start installation of a satellite dish or antenna only after Resident has: (1) signed this addendum; (2) provided Owner/Agent with written evidence of the liability insurance referred to in paragraph 8 of this addendum, if applicable; (3) paid Owner/Agent the additional security deposit, if applicable, referred to in paragraph 9; and (4) received Owner/Agent's written approval of the installation materials and the person or company who will do the installation.

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



Signed by Brian Chiang  
Mon Jul 18 09:13:29 PM PDT 2016  
Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



Signed by shannon liao  
Mon Jul 18 09:10:55 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



Signed by Theresa Manokoune  
Tue Jul 19 12:51:42 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

((Owner/Agent))

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



Signed by Brian Chiang  
Mon Jul 18 09:13:35 PM PDT 2016  
Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



Signed by shannon liao  
Mon Jul 18 09:10:59 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

# RENTAL AGREEMENT ADDENDUM: TANNING EQUIPMENT

## Definitions

User refers to the undersigned person and his or her heirs, executors, and assigns

Owners entities refers to, investors and titleholder(s) of Orsini I and its/their past and present subsidiaries, affiliates, successors, assigns, investors, trustees, general partners, officers, directors, stockholders, agents, investment and property managers, employees, insurers and heirs.

Claims refers to all claims, demands, damages, rights or causes of action, present or future, currently known or unknown, anticipated or unanticipated, resulting from or arising out of the Residents use or access to the tanning equipment.

## Rules and Regulations

User agrees to review and follow all tanning equipment instructions. Although instructional brochures from the equipment manufacturer may be available, the Owner Entities do not provide instructions or guidance regarding the use of the equipment.

## Release

The Owner Entities will not be liable, and User expressly waives any claim of liability for personal or property injury or damages, which occur to User. User assumes full responsibility for any and all injuries or damages that may occur to User, and fully forever release and discharge the Owner Entities from any and all Claims relating to the tanning equipment.

User agrees to indemnify, hold harmless and defend (with counsel of the Owner Entities choice), the Owner Entities from any and all liability and damages incurred arising out of the conduct or activity of User using the tanning equipment. This indemnification will be complete, and will extend to any cost incurred by the Owner Entities, including reasonable attorneys fees.

## Instructions

Any person using this tanning device must use and provide their own eye protection. If not worn, damage may be caused to the eyes. Remove contact lenses before tanning.

Exposure to the ultraviolet light produced by this device may cause burns, premature aging, skin damage and/or skin cancer.


By signing below, User certifies and acknowledges that:


1. User is at least eighteen (18) years of age
2. User has read and reviewed the written instructions for the tanning equipment and understands conditions and precautions of use.
3. User has no medical condition that could prevent tanning or taking any medication that can be phototoxic
4. User is using the facilities at his/her own risk
5. User will not allow use of the tanning equipment by any non-resident or other person who has not signed this Agreement
6. User will not exceed **20 minutes of exposure** with no more than 10 additional minutes from undressing/dressing time.


There is no service fee for use of this amenity.

The following instructions were provided to User: \_\_\_\_\_

Date of this addendum: **18th** day of the month **July**, year **2016**

 **Signed by Brian Chiang**  
 Mon Jul 18 09:13:47 PM PDT 2016  
 Key: 6EA8C0BB; IP Address: 107.184.86.46  
 \_\_\_\_\_  
 Brian Chiang (Resident) Date

 **Signed by shannon liao**  
 Mon Jul 18 09:11:04 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105  
 \_\_\_\_\_  
 shannon liao (Resident) Date

 **Signed by Theresa Manokoune**  
 Tue Jul 19 12:51:43 PM PDT 2016  
 Key: E67BEA43; IP Address: 216.240.59.29  
 \_\_\_\_\_  
 ((Owner/Agent)) Date



Orsini I

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**

Mon Jul 18 09:13:59 PM PDT 2016

Key: 6EABCOBB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:11:10 PM PDT 2016

Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

02/07/2016



### UTILITIES

Resident shall pay for all utilities, services and charges, if any, made payable by or predicated upon occupancy of Resident, except: **None**. Resident shall have the following utilities connected at all times during the tenancy: **Electric, Gas, Water, Sewer, and Trash**. Disconnection of utilities due to non-payment is a material violation of this Agreement.



**Signed by Brian Chiang**

Mon Jul 18 09:14:04 PM PDT 2016  
Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:11:15 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**

Tue Jul 19 12:51:43 PM PDT 2016  
Key: E67BEM3; IP Address: 216.210.59.29

((Owner/Agent))

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**

Mon Jul 18 09:14:09 PM PDT 2016  
Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:11:18 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



### MOLD NOTIFICATION ADDENDUM


This document is an Addendum and is part of the Rental/Lease Agreement, dated July 19, 2016 between Palmer Boston St. Properties I, L.P. d/b/a Orsini (Owner/Agent) and Brian Chiang and shannon liao, (Resident) for the premises located at 505 North Figueroa Street #738, Los Angeles, CA 90012.


It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit 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 unit, 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 the Owner/Agent of any leaks, moisture problems, and/or mold growth.


Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Resident agrees to keep the unit free of dirt and debris that can harbor mold.
2. Resident agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Resident agrees to notify owner of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Resident agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Resident agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
6. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Resident agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
9. 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 can grow on damp surfaces within 24 to 48 hours.)
10. Resident agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discovered by the Resident.
11. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.


 **Signed by Brian Chiang**  
 Mon Jul 18 09:14:28 PM PDT 2016  
 Key: 6E8C0BB; IP Address: 107.184.86.46  
 \_\_\_\_\_  
 Brian Chiang (Resident) Date


 **Signed by shannon liao**  
 Mon Jul 18 09:11:27 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105  
 \_\_\_\_\_  
 shannon liao (Resident) Date

 **Signed by Theresa Manokoune**  
 Tue Jul 19 12:51:43 PM PDT 2016  
 Key: E67BEA43; IP Address: 216.240.59.29  
 \_\_\_\_\_  
 ((Owner/Agent)) Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.

 **Signed by Brian Chiang**  
 Mon Jul 18 09:14:31 PM PDT 2016  
 Key: 6E8C0BB; IP Address: 107.184.86.46  
 \_\_\_\_\_  
 Brian Chiang (Resident) Date

 **Signed by shannon liao**  
 Mon Jul 18 09:11:30 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105  
 \_\_\_\_\_  
 shannon liao (Resident) Date



## TIPS TO AVOID MOISTURE AND MOLD PROBLEMS

As part of our commitment to provide a well-maintained community, we need your assistance to eliminate conditions in your apartment that may lead to water infiltration and/or moisture buildup. When moisture is present in any home, mold may grow and accumulate. Because mold cannot grow without a moisture source, following these simple steps may minimize moisture buildup in your apartment and discourage the growth of mold.

### **Please contact the Community Office IMMEDIATELY to report:**

Any water leak, flooding or excessive or persistent moisture in your apartment, storage room, garage or any common area.

Any stains, discoloration, mold growth or musty odor.

Any malfunction of your heating or air conditioning system.

Any cracked or broken window.

### **Properly ventilate and de-humidify your apartment home:**

When doors and windows are **closed**, keep your air conditioning on "Auto" or "On" at all times. Turning the system "Off" when doors and windows are closed can, under certain circumstances, result in humid conditions that can lead to mold growth.

When doors or windows are **open**, turn your air conditioner "Off". Leaving your air conditioner "On" with doors or windows open can lead to mold growth. Note that in heating season, windows may be partially open for ventilation with the furnace in the "On" position.

To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment.

Maintain a general temperature of 68°F to 73°F in the winter and 72°F to 76°F in the summer.

Do not block or cover any heating/ventilation/air-conditioning diffusers, grilles and/or thermostats with furniture, wall hangings, etc.

Excessive use of a humidifier can contribute to conditions favorable for moisture build-up and mold growth.

### **Maintain a clean environment in your apartment home:**

Regularly vacuum and clean your apartment using household cleaners.

Follow your community's guidelines on house pets and clean up pet accidents immediately and thoroughly.

Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces.

Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water.

### **Prevent moisture buildup in your bathroom:**

Use the exhaust fan when bathing/showering and keep the shower curtain inside the tub and/or fully close the shower door.

When finished bathing/showering, leave the bathroom door open, and allow the exhaust fan to run, until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated.

Hang up towels and bath mats to dry completely.

Periodically clean and dry the walls around the bathtub and shower using a household cleaner.

Dry any excess moisture on bath/shower and sink fixtures.

### **Prevent moisture buildup in your laundry closet if you have a washer/dryer:**

Call the Community Office to report condensation in the washer and dryer closet. Dry any condensation that does gather.

Use your dryer to dry the bulk of your laundry. While a small rack may be used for delicate clothing articles, extensive use of drying racks can create humidity that may lead to moisture problems. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air.

Ensure that your dryer vent is properly connected and clear of any obstructions.

Clean the lint filter after every use.





Orsini I

**Prevent moisture buildup in your closets:**

Do not overfill closets or storage areas with clothes or other soft goods.

Do not allow damp or moist stacks of clothes or other cloth material to lie in piles.

Leave your closet doors ajar during the summer months.

Dry wet shoes, coats, clothes and umbrellas before storing.



**Signed by Brian Chiang**

Mon Jul 18 09:14:49 PM EDT 2016

Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:11:37 PM EDT 2016

Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

08/01/2016




### UNLAWFUL ACTIVITY ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **July 18, 2016** between **Palmer Boston St. Properties I, L.P. d/b/a Orsini** (Owner/Agent) and **Brian Chiang and shannon liao** (Resident) for the premises located at **505 North Figueroa Street #738, Los Angeles, CA 90012.**


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

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

 **Signed by Brian Chiang**  
 Mon Jul 18 09:14:57 PM PDT 2016  
 Key: 6EA8C0BB; IP Address: 107.184.86.46


---

Brian Chiang (Resident) Date

 **Signed by shannon liao**  
 Mon Jul 18 09:11:44 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105

---

shannon liao (Resident) Date


 **Signed by Theresa Manokoune**  
 Tue Jul 19 12:51:43 PM PDT 2016  
 Key: E67BEA43; IP Address: 215.240.59.29

---

((Owner/Agent)) Date


Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.

 **Signed by Brian Chiang**  
 Mon Jul 18 09:15:26 PM PDT 2016  
 Key: 6EA8C0BB; IP Address: 107.184.86.45

---

Brian Chiang (Resident) Date

 **Signed by shannon liao**  
 Mon Jul 18 09:11:46 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105

---

shannon liao (Resident) Date



Orsini I

## ORSINI I

Dear Resident,

**Orsini I** Apartment Staff welcomes you. We are pleased you have selected our community, and we welcome you to a lifestyle we hope will be a rewarding experience for you. We are very proud of our community, and we want you to be comfortable living here.

It is our goal to provide you with a home that is comfortable, exciting, and fun and at the same time maintain the property and keep the community clean, comfortable, and quiet. However, in order to achieve these goals, we have certain policies we feel are important for all residents to abide by. If you have any dissatisfaction with your residence, please let us know. We are anxious to hear any comments you may have which will enhance the equality of our community and we will try to implement suggestions you have which will be beneficial to you or other residents.

Please call or visit the office regarding service requests, rent payments, or to obtain information during these hours. If you have any maintenance problems, please contact us immediately!

### OFFICE HOURS

**Monday - Friday 9am to 7pm. Saturday/Sunday 9am to 6pm**

**(213) 346-7900**

Twenty four hour drop box is available front desk in lobby

Thank you for choosing **Orsini I** as your new home!



## PART I

### LEASE AGREEMENT

You will receive a fully executed copy of your lease agreement upon request after move in. Since the lease agreement is a binding document, we assume you have read it and fully understand its terms. Nevertheless, we would urge you to read it again and contact us with any questions you might have. By executing the lease agreement, you are agreeing to abide by all community policies.

**Note:** We do not allow rent payments to be made in two (2) separate personal checks or a combination of (1) one personal check and a cashier's check/money order and/or by someone other than the leaseholder.

All late payments must be paid with certified funds and include the \$75.00 late fee. No personal checks can be accepted for late rent. Post dated checks or partial payments for rent cannot be accepted.

If a check is returned from you bank, it must be immediately replaced by certified funds and include the \$25.00 return check fee and the \$75.00 late fee. Once \_\_\_\_\_ NSF checks have been received within a 12-month period for any apartment, all future rent must be paid with certified funds. Personal checks cannot be accepted under any circumstances if \_\_\_\_\_ checks have been returned unpaid.

### OCCUPANCY

It is necessary to register and identify ALL persons who live in your home. Only those residents named on your lease are permitted to occupy your residence.

### 24 HOUR EMERGENCY MAINTENANCE SERVICE

Maintenance service is provided on a timely basis throughout the week. However, if a maintenance emergency arises after hours or on weekends, please call the office. Maintenance problems considered of an emergency nature will be handled after hours and on weekends. The following are considered to be emergency maintenance problems:

- No electricity throughout the residence
- No gas throughout the residence
- No water throughout the residence
- No heat or air conditioning
- Water coming into the residence
- Possibility of fire from electrical sparks
- Stopped up plumbing in residence
- Any other maintenance-related problem which may affect the resident's safety

Resident must report to management at once any accident or damage to appliances, fixtures, water pipes, commodes, electrical wires, etc., as well as any other dangerous or potentially dangerous condition which exists in the residence or in the community. Any damage determined by the service technician supervisor to be due to resident's negligence will be repaired at the resident's expense.

Resident shall permit Landlord or Landlord's authorized agents or representatives to enter the Premises at reasonable times and upon reasonable notice, for such purposes as (a) to make necessary repairs, (b) to allow authorized workers or contractors access to the Premises, or (c) to show the Premises to prospective residents, purchasers, or lenders; provided, however, except in the case of emergency, such entry shall be made during normal business hours (excluding holidays) and upon at least twenty-four hours' prior notice. In the case of an emergency or Resident's abandonment or surrender of the Premises, Landlord or Landlord's agent may enter the Premises at any time, without obtaining Resident's prior consent. Resident agrees not to change the locks or add locks to the entrances of the Premises without the prior written consent of the Landlord and without providing Landlord with a key to all locks. Resident shall notify Landlord of any inoperable lock in accordance with California law.

### FOR YOUR PRIVACY

Office personnel **ARE NOT** permitted to give out resident's apartment numbers or telephone numbers to visitors, so please make sure your guests have this information.

**PRIOR WRITTEN** permission must be given to the office personnel before delivery people or guests will be admitted to your residence. Office personnel are not allowed to leave the office to accompany such people to your residence.



### RENTAL INSURANCE

While we are proud of our reputation for quality of life and safety, accidents happen, even when people are careful. But damage caused by a resident is usually the financial responsibility of that resident, not the property owner. These accidents - such as bathtubs overflowing, kitchen fires, or damage to the common area - can create significant financial hardship for apartment residents. That is why liability insurance is **REQUIRED**.

We **require** that all residents carry renter's insurance for your personal belongings. All personal property placed in the premises shall be at the risk of the residents or the owner of such personal property. The management and the community owners **will not** be held responsible for any loss or damage to such personal property from any cause, including items stored in outside storage areas.

### WATER BEDS

Resident may maintain a waterbed or water-filled furniture in the Premises provided that Resident complies with the following conditions: 1.) Resident shall give Landlord at least 24 hours prior written consent of Resident's intent to install, remove, or relocate any waterbed or liquid-filled furniture, specifying what water-filled furniture will be installed, removed, or relocated and the date and time (which must be between 9am and 5pm Monday through Saturday) during which such installation, removal, or relocation will occur, 2.) prior to the installation of any waterbed or other liquid-filled furniture, Resident shall obtain, at Resident's sole cost and expense, a waterbed insurance policy naming Landlord and **GHP Management Corp./Orsini I** as an additional insured (and supply Landlord with a certificate of insurance for this policy) covering property damage (including loss of use) with a minimum policy limit of \$100,000 which policy must: a) be issued by a company licensed to do business in California and having a Best's insurance Report rating of "B" or higher, B) remain in full force and effect until the waterbed or liquid-filled furniture is removed from the Premises, and c) require the insurer to provide Owner with at least 30 days prior written notice of cancellation, nonrenewal, lapse or any change in the policy; 3.) Resident agrees to provide Owner with an additional security deposit in the amount of **\$500.00** which shall be retained by Landlord pursuant to Paragraph 3 of this agreement, 4.) Resident shall maintain the waterbed or liquid-filled furniture, and otherwise comply with the specifications, instructions and/or requirements of the manufacturer and retailer of the waterbed or liquid-filled furniture and state or local law, whichever provides the higher degree of protection of the dwelling unit; 5.) any waterbed or liquid-filled furniture shall comply with Owner's reasonable structural specifications, as such may be amended from time to time; and 6.) Owner or its representative may enter the Premises at reasonable times to inspect the waterbed or liquid-filled furniture. Resident acknowledges and agrees that Owner or its representative may be present during any installation, removal or relocation of any waterbed or liquid-filled furniture. Further, Resident shall immediately indemnify, defend and hold Owner and **GHP Management Corp./Orsini I** harmless from all damages and expenses arising from, related to or in connection with the waterbed or water-filled furniture.

### GENERAL USE AND UPKEEP

**Residential Use:** Residence is for residential use, and may not be used for commercial or business purposes.

**Electricity:** Resident shall not use electrical devices that may overload standard circuits or otherwise pose a hazard to, or create a risk of personal injury to, any person or damage to property.

**Telephone:** Additional exterior telephone lines may only be installed with WRITTEN consent by management and at the expense of resident to return additional telephone lines to original state.

**Decorating:** Resident may hang pictures on painted walls only provided "bulldog" type picture hangers or small nails are used. Large nails, screws, bolts, etc. are not permitted. Also, please do not use self-adhering contact paper.

**Exterior Lights:** Residents should immediately report any exterior lights which are not working.

**Locks and Latches:** Residents are encouraged to keep all door and deadbolt locks in a locked position at all times, including when you are inside your apartment. Additionally check all windows to make sure they are securely locked. Report any broken or malfunctioning locks to management, in writing immediately.

### PREVENTING MOLD GROWTH

As part of our commitment to provide a well-maintained property, we ask that you assist us in eliminating conditions in your apartment home that may lead to moisture buildup. When moisture accumulates indoors, mold may grow. Therefore, to prevent mold growth you must keep your apartment home and furnishings free from moisture buildup. Following these few simple steps will minimize moisture buildup in your apartment home and discourage the growth of mold. Landlord cannot guarantee Resident that the Premises is, or ever will be, "mold free".

Resident further agrees that he/she shall be responsible for damage to the Premises, as well as personal injury to Resident and anyone residing in the Premises with Resident for any time period, resulting from Resident's and/or Resident's guest's failure to comply with the terms of this Addendum. **If Resident fails to comply, Resident can be held responsible for any**



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**property damage and/or any health problems that may result.**

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the even any of these terms and conditions conflict with the terms of this Addendum, the terms of this Addendum shall control. Please understand that if mold growth develops in the Premises, under certain circumstances, Landlord may, at its discretion, relocate Resident to a comparable apartment home and/or provide Resident with the option to terminate the Lease without penalty.

**Please contact the Management Office IMMEDIATELY to report:**

- Any evidence of a water leak or excessive moisture in your apartment home, storage room, garage, or any common area
- Any evidence of mold or mildew growth
- Any failure or malfunction with your heating/ventilation/air conditioning system
- Any inoperable windows

**Properly ventilate and de-humidify your apartment home by:**

- Not running your air conditioning when your doors and windows are open
- Keeping windows and doors closed in damp or rainy weather conditions
- Maintaining a general temperature of 68.5 degrees F - 76 degrees F (winter) and 74 degrees F - 80 degrees F (summer)
- Not blocking or covering any heating/ventilation/air-conditioning supply diffusers and/or return grilles in your home
- Not covering your windows and/or doors with plastic
- Not using a humidifier or air filtration device in your home

**Maintain a clean environment and prevent moisture buildup in your apartment home generally by:**

- Regularly vacuuming and cleaning your home using household cleaners
- Cleaning your home more often if you own a pet
- Not allowing bird droppings to accumulate on windowsills, decks, patios, etc.
- As soon as reasonably possible, wiping down and drying areas that might accumulate visible moisture, like countertops, windows, windowsills, cove molding, and vent covers
- Limiting houseplants to a reasonable number. Not over-watering houseplants and cleaning up spills immediately.

**Prevent moisture buildup in your kitchen by:**

- Using the exhaust fans in your kitchen when cooking or while the dishwasher is on it's "dry" cycle and allowing the fan to run until all excess moisture has vented from the kitchen.

**Prevent moisture buildup in your bathroom by:**

- Using any pre-installed fan when bathing/showering, and allowing the fan to run until all excess moisture has vented from the bathroom.
- Keeping the shower curtain inside the tub, or fully closing the shower doors.
- When finished bathing/showering, leaving the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has evaporated.
- Hanging up your towels and bath mats so they will completely dry out
- Periodically cleaning and drying the walls around the bathtub and shower, using a household cleaner.
- After using the bathtub, shower or sink, drying excess moisture that has gathered on the fixtures, using a household cleaner, to ensure a sanitary environment.

**Prevent moisture buildup in your laundry closet (if applicable) by:**

- Making sure that condensation does not form within the washer and dryer closet, when washing clothes in warm or hot water. And drying any condensation that does gather.
- Ensuring that your dryer vent is properly connected and clear of any obstructions. And, cleaning the lint screen after every use.
- Drying your laundry in an electrical dryer rather than hanging laundry throughout your home to air-dry.

**Prevent moisture buildup in your closets by:**

- Not overfilling closets or storage areas with clothes or other soft goods
- Not allowing damp or moist stacks of clothes or other cloth materials to lie in piles
- Leaving your closet doors ajar during the summer months



**Landlord cannot guarantee Resident that the Premises is, or ever will be "mold-free".**

#### **USE AND MAINTENANCE OF ENTRY DEVICE**

Resident is responsible for the proper use of assigned entry devices and key pad controls, and must immediately report to management any damage or loss. Any damage determined by the service technician supervisor to be due to resident's negligence will be replaced at the resident's expense.

**Limited Access Card:** Management supplies each lease holder with 1 limited access card. All cards are to be returned to the office upon vacating the residence. There will be a **\$0.00** charge to resident for each replacement in the event a card is damaged, lost or stolen.

**Automatic Garage Door Opener:** If your residence has a garage or if you rent a garage, Management will supply you with one automatic garage door opener which is to be returned to the office upon vacating the residence or discontinuing your garage lease. There will be a **\$0.00** charge to resident for each replacement in the event the door opener is damaged, lost, or stolen.

**Alarm Systems, Video Cameras, and Controlled Access Vehicular Gates:** The aforementioned may have been installed in the Community. Such systems and equipment are not a guarantee of your personal safety and are not a guarantee against criminal activity. The systems referred to must not be relied upon by you as working at all times. There will invariably be breakdowns of anything mechanical or electrical in nature; and criminals can circumvent almost any system designed to deter crime.

**False Alarms:** Intruder alarms, if you choose to subscribe for this service, are supplied and serviced by a local alarm company and are not owned by the management of this apartment community. You are responsible for the operation of your intruder alarm. In the event resident causes a false alarm originating from resident's apartment, where resident intentionally or negligently activates the alarm system and no emergency condition exists, there will be a **\$0.00** charge to resident for each false alarm.

#### **KEYS AND LOCKS**

Management supplies each lease holder with apartment key(s) and mailbox key(s). All keys are to be returned to the office to the office upon vacating the residence. If you need to gain entry into your apartment during normal business hours, but do not have your keys, you must be able to show a Photo ID, and it must match the information on the lease and the application. If you lost your keys, submit a service request to have the locks changed at the resident's expense. This is considered a priority service request. A resident may NEVER install his or her own locks.

#### **LOCKOUTS AND REPLACEMENTS**

If you need to gain entry into your apartment after business hours, and have contacted on-call maintenance to give you access, you must meet the property representative at the leasing office and be prepared to present a valid Photo ID. The lease file will be pulled and information matched and verified. Please refer to the section covering replacement of personal property in the CRR's.

#### **PET POLICY**

No pets (including but not limited to birds, cats, dogs, reptiles, or other animals) shall be kept on or allowed in or about the Premises, without prior written consent of Landlord, which Landlord may withhold in Landlord's sole discretion. Pets are allowed on the premises **ONLY** with an appointment by management to meet your pet, a Pet Agreement on file, additional security deposit, and the full **WRITTEN** consent and knowledge of the facts by management. If a pet is acquired after you move in, it is necessary to make proper arrangements with the office immediately or you will be in violation of you lease. All resident with pets are required to submit a statement from a licensed veterinarian establishing each of the following: (a) the breed of the animal, (b) the animal generally is in good health, and (c) which vaccinations the animal has received and when the animal received these vaccinations. (The only exceptions would be pets designated as service animals required to accompany a resident with a verified disability for the specific purpose of aiding that person).

**Animal Rules:** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- Dogs, cats and support animals must be housebroken. Birds must be caged at all times and kept indoors. No animal offspring are allowed. Aquariums for fish cannot have a capacity of more than **30 gallons**.
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming pool areas, laundry rooms, offices, clubrooms, other recreational facilities or other dwelling units.
- You must keep the animal on leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up un-leashed animals and/or report them to the proper authorities. We will impose



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reasonable charges for picking up and/or keeping unleashed animals.

**Refer to Pet Agreement CAA Form 13.0**

**Restrictions:** We will accept all breeds of cats. We allow a maximum of two pets per apartment. Reptiles or exotic pets are not allowed. If you have a pet or if you obtain a pet while a resident, you will be required to pay an additional security deposit of \$0.00 per pet and a pet rent monthly in the amount of \$0.00 per pet.

**Liability for damages, injuries, cleaning, etc:** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, blinds, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc are due immediately upon demand.

As owner of the animal, you are strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You will indemnify, protect, defend and hold us harmless from all costs of litigation and attorney's fees resulting from any such damage.

**Move Out:** When you move out, you agree to pay for all de-fleaing, deodorizing and shampooing necessary to bring your dwelling unit to the same level of cleanliness as when it was delivered to you at the start of your tenancy. You acknowledge and agree that the presence of animals in your dwelling unit frequently will require cleaning and sanitizing that otherwise would not be necessary if no animals were in the dwelling unit.

**PEST CONTROL**

The management provides the service of an exterminator on a regularly scheduled basis. Residents must immediately notify management of any pest problems in their premises or in the common areas of the community.

**BALCONIES AND PATIOS**

Please sweep and maintain your own balcony or patio, keeping it free of any unsightly items. Avoid sweeping and dusting onto your neighbor. It is permissible to use grills on the patio/balcony only if the grill is electric or UL approved and is operated on propane fuel. Charcoal grills, charcoal lighters, and/or gasoline are not permitted.

According to fire regulations, entries and stairways must **NEVER** be blocked. Subject to applicable law, any items of personal property found on breezeways, passageways or landing will be deemed abandoned and may be disposed of by management.

**Refer to Resident Rules and Policies, CAA Form 17.0**

**WINDOWS**

Blinds/drapes have been furnished in your residence for your convenience. At your expense, you may install window treatments providing no alteration or removal of existing window treatments are made and are clear or white when viewed outside the residence.

**Aluminum foil may not be used for window covering.**

**VINYL FLOORING**

Rubber-backed mats cause damage to the vinyl flooring. We encourage you to use non-rubber backed mats. If there is any yellowing or damage to the vinyl upon move out you will be charged for the cost of replacement for the vinyl flooring.

**PACKAGES**

You authorize **ORSINI I** to accept packages from anyone on your behalf. You will in no way hold **ORSINI I / GHP MANAGEMENT CORP.**, its agents, representatives, employees or owners responsible for the loss or damage to any package that may be signed for on your behalf.

It will be the responsibility of the carrier/deliverer to notify the resident that a package has been delivered. The Landlord Parties have no responsibility to notify you of the delivery of the package. Packages which are not picked up at the Management office within **7 Days** of the receipt by any of the Landlord Parties will be returned to sender via the carrier.

**PARKING AND AUTOMOBILES**

Refer to Resident Policies and Rules, Parking. Repair work, oil changes and similar work is not permitted in the parking lots. Such work must be done off the property. No washing of vehicles is allowed on property. This property does not have a designated area to wash cars.

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





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**GHP MANAGEMENT CORP./ORSINI I MANAGEMENT IS THE ONLY AUTHORIZED AGENT TO HAVE VEHICLES TOWED.**

**MOTORCYCLES**

If permitted, motorcycles must be registered with the office and parked in designated areas. Fire regulations prohibit the parking of a motorcycle or mini-bike on walkways, porches, under stairways, or in residences. All motorcycles must be parked only in designated areas and must be currently licensed and in operating condition. Recreational vehicles are not allowed.

**GARAGE/CARPORT/STORAGE UNIT**

Garage or carport may be used only for storage of operable motor vehicles. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Agreement may not use the areas covered by this addendum. No plants may be grown in such areas.

Items that pose an environmental hazard or risk to the safety or health of other residents, occupant, so neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel, fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

**CARBON MONOXIDE**

**Protect your family and yourself from Carbon Monoxide Poisoning.** Carbon Monoxide (CO) is a colorless, odorless gas, which at high levels can cause death. Never idle a car or any fuel burning engine or appliance in a garage - even if the garage door to the outside is open. Fumes can build up very quickly in the garage and living area of your home.

Symptoms of CO poisoning at moderate levels can be severe headache, dizziness, mental confusion, nausea, or feeling faint. Low levels can cause shortness of breath, mild nausea, and mild headaches. Exposure to even low levels can result in long-term health issues and death. The symptoms are similar to other illnesses such as flu or food poisoning and are sometimes confused with those.

For more information call the Consumer Product Safety Commission at 1-800-438-4318 or the EPA at 1-800-638-2772.

**MODIFICATION**

Resident and resident's guests will comply with all requirements of the Community rules (as changed from time to time). Management shall at all times have the right to change such Rules or to promulgate other Rules in such reasonable manner as Management may deem advisable.

**By executing the lease, resident certifies that resident has read the Community Rules, fully understands them, and realizes that the Rules are part of the resident's lease, that the Rules apply to residents, occupants, and guests. Parents or guardians of minors are totally responsible for their minor's compliance with these Rules. Resident understands that after a warning by Management of a violation of the Rules, Management may terminate the resident's right of occupancy. Resident is responsible for resident's own safety and for the safety of resident's guests.**



## PART II COMMUNITY RULES AND REGULATIONS

### RECREATIONAL FACILITIES RULES AND REGULATIONS

**Orsini I** is equipped with certain athletic and recreational facilities exclusively for the use and enjoyment of residents and their guests. Since all facilities are entirely unattended and unsupervised, the use of any facility by resident and guests will be at residents and resident's guests' own risk. Resident assumes all responsibility for the use of the recreational facilities as well as for their own care, safety and well-being and that of their guests. Residents have the ability to reserve the clubhouse for additional rental fee and deposit.

### POOL AND HOT TUB RULES

**NO LIFEGUARD WILL BE ON DUTY.** Persons using pool and hot tub facilities do so at their own risk. Owner and its representatives are not responsible for accident or injury. Owner and its representatives are not responsible for articles lost, damaged or stolen in or about the pool or hot tub areas. Pool and cabana furniture cannot be removed from the area. Diving is strictly prohibited at all times.

**Refer to Pool Rules, CAA Form 15.0**

### WEIGHT ROOM/FITNESS CENTER RULES

The weight room and exercise equipment may be used by residents **Monday through Saturday, 9:00 am-10:00pm**. No persons under the age of **14** years are permitted in the weight room at any time and under circumstances unless accompanied and supervised at all times by a responsible resident. **Orsini I** does not monitor or supervise the weight room and exercise equipment and cannot be responsible for the conduct of its residents and their guests in the weight room and with the exercise equipment. All persons present using the weight room and exercise equipment under their supervision shall act, in safe manner with consideration for the safety and health of others at all times. You may wish to consult a physician before using the weight room/fitness center.

### WI-FI CAFE/BUSINESS CENTER

The business center is for use by Residents and occupants of Residents' households **only**. The equipment in the business center must be used only for its intended purpose. Residents are responsible for the conduct of themselves and all other occupants of their household while using the business center. Residents will be held financially liable for any damage to the business center equipment. There is a **2 Hours** time limit on all of the business center equipment when other residents are waiting to use it. Resident and members of Resident's household will not engage in any loud or boisterous conduct or any conduct that disturbs other Residents while in the business center. The business center shall not be used to access or view any pornographic material from the Internet or otherwise. **Management does not monitor the business center or the Internet usage of Residents or occupants of Resident's household. Resident assumes responsibility for the use of the business center by Resident and other occupants of Resident's household, as well as for their own care, safety, and well being.** Management reserves the right to prohibit use of the business center by Resident and/or any occupant of Resident's household who repeatedly violates any of the above rules.

### SAFETY POLICIES FOR YOUR COMMUNITY

1. All residents and guest or invitees of residents must comply with all local and city ordinances regarding curfews.
2. Team sports such as soccer, kickball, dodge ball, etc. are not permitted anywhere on the apartment common areas, including the parking areas.
3. Bicycles may not be ridden and must be "walked" in the following areas of the apartment community: sidewalks, grass lawn areas, postal centers, pool areas, breezeways.
4. Bicycles may not be parked or left outside an apartment unit, except on private patios, private balconies or bicycle racks
5. Recreational equipment and toys (such as tricycles, skateboards, roller skates, scooters, and bicycles) may not be left unattended outside an apartment unit.
6. Persons under **14** years of age are not permitted in the following areas unless accompanied and at all times supervised by a parent, guardian, or a person over 18 years of age responsible for the minor: pool, hot tub, sauna, exercise room, business center, etc.
7. For your safety, no Residents or guests are permitted in the construction areas at any time.
8. Climbing trees is prohibited
9. Abide by all posted rules, where applicable
10. Resident's shall exercise due care at all times to inspect windows, screens, locks, and latches to make sure they are always in good working order and being utilized properly to protect all persons living or visiting in resident's apartment unit



**FULL RELEASE AND INDEMNIFICATION**

1. **Introduction:** For an in consideration of the mutual promises and covenants in my Lease with Orsini I (the "Community") and the opportunity afforded me to use the pool, hot tub, saunas, fitness center, and all other recreational equipment and facilities provided in connection with my residence at the Community, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I freely and voluntarily make the following representations, releases, and indemnifications which I understand are legally binding upon me.
2. **Representations:** I declare and acknowledge that a) I am a resident of the Community; b) that I am 18 years of age or older; c) that I am in good general health and capable of using the Recreational Facilities
3. **Assumption of Risks:** I assume full responsibility and risk for any injury or damage which I, my minor's, or my guests might sustain or which I might cause others to sustain which is related in any way to the use or existence of the Recreational Facilities including, but not limited to, any injury or damage, except for damage caused by gross negligence or intentional misconduct of the owners or operators of the Community and/or their respective successors, heirs, assigns, agents, directors, officers, partners, employees, stockholders, representatives, attorneys, and all persons acting by, through, under or in concert with them, or any of them (collectively, the "Affiliated Person"). I also agree to hold the owners and operator of the Community and all Affiliated Persons, harmless from any all claims related to the loss of or damage to personal property and I assume full responsibility and risk for the loss or theft thereof, except for loss or damage caused by the gross negligence or intentional misconduct of the owners and operators of the Community and all Affiliated Persons.
4. **Full Release:** I hereby release and forever discharge the owners and operators of the Community and all Affiliated Persons, or any of them, of and from any and all claims, demands, controversies, rights, damages, costs, expenses, attorneys' fees, actions and/or causes of action of any kind and nature whatsoever, at law or in equity, known or unknown, fixed or contingent (collectively, the "claims"), which I now have or may hereafter have against each or any of the above persons or entities by reason of any matter, cause, or thing, whatsoever, whether directly or indirectly related to the use or existence of the recreational facilities or otherwise, except for claims arising from the gross negligence or intentional misconduct of the owners and/or operators of the community or any Affiliated Persons.
5. **Indemnity Agreement:** I agree to indemnify and hold the owners and operators of the Community and all Affiliated Persons harmless from and against any all claims and damages of every kind and nature whatsoever, for injury to or death of any person or persons and for damage to or loss of property, including theft, which any of the foregoing persons or entities may incur, arising out of or attributed, directly or indirectly, to the use or existence of the recreational facilities, or otherwise, including attorney's fees and court costs, excepting therefore claims and damages arising from the gross negligence or intentional misconduct of the owners and/or operators of the Community and all Affiliated Persons.
6. **No Warranties or Representations:** No representations or warranties of any kind, whether expressed or implied, have been made to me regarding the recreational facilities or the use thereof other than those set forth in the community rules and regulations, if any. Specifically, no representations or warranties have been made regarding the fitness of any of the recreational facilities for a particular purpose.
7. **Partial Invalidity:** In the event that any portion of this agreement shall be held to be unenforceable, invalid or inoperative for any reason, the remainder of the terms and provisions hereof shall not be affected thereby in any respect.
8. **Miscellaneous:** This agreement shall be governed by and construed in accordance with the laws of the State of California and shall be performable, in whole or in part, and solely enforceable in the courts of the County of Los Angeles, California; provided, however, Owner and resident acknowledge and agree that notwithstanding any provision of this agreement to the contrary, venue shall be proper for any unlawful detainer proceeding if such unlawful detainer proceeding is held in the County in which resident's apartment is located.
9. **Effectiveness:** This document is effective on and as of the earlier of the date upon which I first became a resident in the Community or the date set forth on the signature page.

**APARTMENT SECURITY ACKNOWLEDGEMENT AND RELEASE**

1. I, the undersigned, agree that I will inspect Apartment No. 738 and will determine, to my satisfaction, that the smoke detectors, door locks, door latches, and other safety devices in said apartment, if any, are adequate and in good working order. I further agree to inspect and test each of these items and to give Management prompt written notice if I determine that any of them need repair or replacement. I understand these items will be checked by Management upon move-in only, unless otherwise requested by me in writing.
2. I agree that any courtesy patrol service, if one is provided at the Community, may be altered or canceled without notice to me and that the Community Owners and Operators, and Management have no obligation or liability for the acts or



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omissions of any agent or employee of any courtesy patrol service which may now or hereafter be engaged. Courtesy patrol personnel are independent contractors and are not employees of the Community Owners and/or Operators.


- 3. Alarm systems may have been installed in the Community. Such systems are not a guarantee of your personal safety and are not a guarantee against criminal activity. The systems referred to must not be relied upon by you as working at all times. There will invariably be breakdowns of anything mechanical or electronic in nature; and criminals can circumvent almost any system designed to deter crime.
- 4. I recognize that the Community Owners and Operators do not guarantee or assure my personal security or safety and that their efforts in this regard are voluntary and are done in an effort to reduce the risk of crime in the Community. I understand that the Community Owners and Operators and courtesy personnel cannot physically be every place at every time at every moment of the day. I agree that the furnishing of the courtesy service will not constitute a guarantee of their effectiveness no impose an obligation on the Community Owners or Operators to continue furnishing this service in the future.
- 5. I understand that I should contact the **POLICE (911) FIRST** if trouble occurs or if potential crime is suspected.
- 6. **Acknowledgment by Resident:** I have read, understood, and agree with the above notice. I have received no representations or warranties, either express or implied, as to any security or any security system on the property. Management has not in any way stated or implied to me that security of person or property was provided, promised, or guaranteed or that the apartment community was or will be free from crime. I further acknowledge that Management is not obligated under any circumstances to respond to any signal from an intrusion alarm system. The responsibility for protecting me, my property, and my family, guests and invitees from acts of crime is the sole responsibility of myself and law enforcement agencies.

**SIGNATURES**

I have read and will follow all recommendations in the Security Guidelines outlined above. In addition, I have read and fully understand the Apartment Security Acknowledgement and Release, and by my execution do accept a copy hereof.


I have carefully read this document before having signed it. I understand that this is a binding legal document which affects my legal rights and obligations. I further acknowledge that my breach of any of the provisions of this agreement shall also constitute a breach under my lease. I have received a copy of this document.

SIGNED on **18th** day of **July, 2016**

 **Signed by Brian Chiang**  
 Mon Jul 18 09:17:52 PM PDT 2016  
 Key: 6EABCOBB; IP Address: 107.184.86.46


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Brian Chiang (Resident) Date

 **Signed by shannon liao**  
 Mon Jul 18 09:11:52 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105

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shannon liao (Resident) Date

 **Signed by Theresa Manokoune**  
 Tue Jul 19 12:51:43 PM PDT 2016  
 Key: E67BEA43; IP Address: 216.240.59.29

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((Owner/Agent)) Date

02/10/2016



### CONCESSION ADDENDUM

<b>Tenant(s):</b> Brian Chiang and shannon liao
<b>Unit Address:</b> 505 North Figueroa Street #738, Los Angeles, CA 90012


In the event the Renter vacates the apartment prior to the termination of the lease term, in addition to the liabilities specified in the Lease Agreement for such early termination, the Renter shall also be liable for reimbursement to the Owner of the following financial incentives:

- One-Time Concession:** \$500.00 (August, 2016)
- Prorated Monthly Concession:** \$230.00 (July 19, 2016 to July 31, 2016)
- Monthly Concession:** \$575.00 (August 1, 2016 to June 30, 2017 )
- Prorated Monthly Concession:** \$345.00 ( July 1, 2017 to July 18, 2017 )
- Other:** \$0.00
- Any and all "Free rent" Provided:** L&L Special Notice \$ 500.00

**Reason for Concession:**


Mk Rate \$3050.00 Rent\$ 2475 Threshold 2.62

Should the Renter terminate this Lease Agreement prior to the expiration of the lease term, the Owner may deduct these items from the Renter's Security Deposit or the owner may demand the Renter submit payment to the Owner for reimbursement of these amounts promptly upon vacating the unit.

 **Signed by Brian Chiang**  
 Mon Jul 18 09:18:22 PM PDT 2016  
 Key: 6EA8C0BB; IP Address: 107.184.86.46


Brian Chiang (Resident)

Date

 **Signed by shannon liao**  
 Mon Jul 18 09:11:59 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date


 **Signed by Theresa Manokoune**  
 Tue Jul 19 12:51:43 PM PDT 2016  
 Key: E67BEA43; IP Address: 216.240.59.29

(Owner/Agent)

Date


Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.

 **Signed by Brian Chiang**  
 Mon Jul 18 09:18:24 PM PDT 2016  
 Key: 6EA8C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date

 **Signed by shannon liao**  
 Mon Jul 18 09:12:04 PM PDT 2016  
 Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



## RENTERS INSURANCE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated **July 19, 2016** between **Palmer Boston St. Properties I, L.P. d/b/a Orsini** (Owner/Agent) and **Brian Chiang and Shannon Liao**, (Resident) for the premises located at **505 North Figueroa Street #738, Los Angeles, CA 90012**.

Resident is required to maintain renters insurance throughout the duration of the tenancy that includes:

- (1) Coverage of at least **\$100,000.00** in personal liability (bodily injury and property damage) for each occurrence;
- (2) The premises listed above must be listed as the location of resident insured;
- (3) Owner is listed as a Certificate Holder
- (4) Notification that the carrier must provide 30 days' notice of cancellation, non-renewal, or material change in coverage, to the Owner/Agent

Resident must provide proof of such insurance to the Owner/Agent within 30 days of the inception of the tenancy. Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

Resident is encouraged, but not required to obtain renters insurance.

### Insurance Facts for Residents.

1. Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages.
2. If damages or injury to owner's property is caused by resident, resident's guest(s) or child (children), the owner's insurance company may have the right to attempt to recover from the resident(s) payments made under owner's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
  - a. Your babysitter injures herself in your unit.
  - b. Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
  - c. A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
  - d. While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
  - e. Your locked car is broken into and your personal property, and that of a friend, is stolen.
  - f. A burglar breaks your front door lock and steals your valuables or personal property.
4. If you desire to protect yourself and your property against loss, damage, or liability, the owner strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils.



Orsini I

The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.



**Signed by Brian Chiang**  
Mon Jul 18 09:19:32 PM PDT 2016  
Key: 6E88C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:12:08 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**  
Tue Jul 19 12:51:43 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

((Owner/Agent))

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**  
Mon Jul 18 09:19:35 PM PDT 2016  
Key: 6E88C0BB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**  
Mon Jul 18 09:12:12 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date

5/18/2016



## RESIDENT'S AUTHORIZATION TO ACCEPT MAIL AND PACKAGES

Apt. No. 738	Community Name Orsini I
-----------------	----------------------------

I authorize the staff of this Community to sign for and accept mail and packages on behalf of myself and all below named occupants of my apartment:

I understand and agree that the Community offers to accept mail and packages as a courtesy service only. This service may be withdrawn at any time for any resident with or without notice or cause.

I agree to hold harmless the property owners, property manager and the staff of this Community from any claims or liability arising out of this service, including without limitation damaged or lost mail or packages.

Further, I understand that I must pick-up any mail or packages accepted on my behalf within 7 Days from the day it has been accepted, or such mail or package will be returned to the service company that delivered it.

This authorization may be revoked by the below-signing Resident at any time, but only in writing.



**Signed by Brian Chiang**

Mon Jul 18 09:19:46 PM PDT 2016  
Key: 6EABCOBB; IP Address: 107.184.86.46

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Mon Jul 18 09:12:18 PM PDT 2016  
Key: 4E8F586A; IP Address: 45.49.243.105

shannon liao (Resident)

Date



**Signed by Theresa Manokoune**

Tue Jul 19 12:51:43 PM PDT 2016  
Key: E67BEA43; IP Address: 216.240.59.29

((Owner/Agent))

Date

02/07/2016





## LEASE FILE CHECKLIST - CALIFORNIA

<b>Name:</b> Brian Chiang and shannon liao		<b>Unit #</b> 738
<b>Move In Date:</b> July 19, 2016	<b>Home Phone #:</b>	<b>Email:</b>

Flap 1	
	Lease File Checklist
	Verification - Electric, Gas, Etc.
	Application Fee Worksheet
	Deposit Worksheet
	Move In Worksheet
	Photo ID (copy taken at move-in)
	Resident Ledger from YARDI
Flap 2	
	Resident Communication Log
	Additional Resident Communication (i.e. 3 day notices, noise letters, Balance Due/Credit letters, etc.
Flap 4	
	Any Additional Paperwork or Resident Communication

Flap 3	
	Lease Agreement
	Rental Amount Addendum
	Pest Control Notice Addendum
	Satellite Dish and Antenna Addendum
	Pool Rules Addendum
	Smoke Detector Agreement
	Early Lease Termination
	Job Loss Protection Addendum
	Notice of LAHD Fee Addendum
	Lessee Security Notice & Acknowledgment
	Mold Notification Addendum
	Move Out Charges
	Move-In/Move-Out Itemized Statement
	Package Acceptance Agreement
	Parking Policies & Vehicle Identification
	Rental Agreement Addendum: Patio/Balconies
	Permission to Enter Addendum
	Pet Addendum
	Proposition 65 Brochure
	Resident Information Addendum
	Resident Policies and "House Rules" Addendum
	Rental Agreement Addendum: Tanning Equipment
	Utilities
	Utility Lease Addendum
	Concession Addendum
	Insurance Facts for Residents
	Copy of Renter's Insurance Policy from Resident
	General Rental Criteria & Occupancy Guidelines
	On-Site Recommendation
	Income Verification Documentation (paycheck stubs, bank statements, etc.)
	Application to Rent
	Receipt for Tenant Screening
	Guaranty Agreement (Co-Signer)
	Offer to Rent
	Guest Card
	Other:

(Leasing Consultant)

Date

(File Prepared By)

Date



Orsini I

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(Manager's Final Approval)

Date

02/07/2013







02/01/2018

## LEASE AMENDMENT (Extension/Renewal)

This Amendment ("Amendment") is made part of the Lease ("Lease") between **Brian Chiang and shannon liao** ("Resident") and **Palmer Boston St. Properties I, L.P. d/b/a Orsini I** (hereinafter "Landlord"), through its agent **Orsini I**, for the property at **505 North Figueroa Street #738, Los Angeles, CA 90012** ("the Premises").

**THE PARTIES AGREE THAT:**

1. **RENEWAL TERM:** Paragraph 2 of the Lease is modified to indicate that the term of the Agreement is extended through July 18, 2018 ("New Lease Termination Date"), subject to earlier cancellation or termination as provided in the Lease and subject to the renewal provisions of the "HOLDING OVER" paragraph below. The extension period will be referred to as the "**Renewal Term**".
2. **RENT:** During the Renewal Term which begins on July 19, 2017, Resident shall pay to Landlord, in advance, as rent for the Premises, the sum of \$3,050.00 each month.
3. **HOLDING OVER:** Unless (1) the parties amend the Lease, or (2) another Lease is signed by the parties or (3) written notice of election not to renew is given by either party at least thirty (30) days before expiration of this Lease, the Lease shall be automatically renewed on a month-to-month basis, subject to amendment by Landlord as set forth in California Civil Code 827 and terminable by either party on at least thirty (30) days written notice in accordance with the provision of California Civil Code 1946.
4. **PEST CONTROL:** The following paragraph is added on to the Lease: "Resident agrees to keep the unit in a clean and sanitary condition so that the unit does not promote infestation by insects and vermin, including bedbugs. Resident shall immediately notify Landlord of any condition in the unit indicating infestation of insects and vermin, and will be liable for any costs or damages stemming from any delay in notification. Resident will also be financially responsible for costs and losses (including but not limited to lost rents, pest control services, and tenant relocation) if Resident causes or contributes to the infestation. Resident agrees to cooperate with Landlord and Landlord's agents, staff and pest control technicians as required to eradicate any infestation from the unit and the building. Cooperation may include granting access for inspections and treatments, following any and all pre- and post-treatment instructions and vacating the unit. Resident's failure to comply with pest control treatment preparation will constitute a break of the Lease."
5. **OPTION TO TERMINATE:** Lease paragraph "Option to Terminate" is modified to reflect that the early termination option fee will be \$3,050.00 (one-month's rent) plus reimbursement of all concessions granted in connection with this Amendment (if any).
6. **REMAINING LEASE TERMS UNCHANGED:** All remaining terms, conditions, covenants, rights, restrictions, and entitlements of the Lease will continue in full force and effect. Your security deposit on hand is \$600.00 and your requirement to carry renter's insurance of at least \$100,000.00 remains in effect.
7. **RESIDENT CERTIFICATION:** Resident certifies and acknowledges that as of the date that Resident signs this Amendment, (a) Landlord is not in default in any respect under the Lease, (b) Resident does not have any defenses to its obligations under the Lease, and (c) Resident has no offsets against monetary obligations due under the Lease. Resident also acknowledges and agrees that (a) these representations constitute a material consideration to Landlord in entering into this Amendment, and (b) that Landlord is relying on these representations in entering into this Amendment.
8. **AMENDMENT NOT EFFECTIVE UNTIL SIGNED BY LANDLORD:** This Amendment shall not be considered to be in full force and effect until signed by Landlord or Landlord's authorized agent. Landlord may, without liability, refuse to enter into this Amendment at any time prior to signing this Amendment.



Orsini I

RESIDENT UNDERSTANDS THAT THE "HOLDING OVER" PARAGRAPH ABOVE CONTAINS PROVISIONS UNDER WHICH THE LEASE MAY AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS RESIDENT PROVIDES LANDLORD WITH WRITTEN NOTICE OF RESIDENT'S INTENT TO VACATE AT LEAST THIRTY DAYS BEFORE THE END OF THE RENEWAL TERM.

Date: May 15, 2017





(Initials)



Signed by Brian Chiang

Tue May 16 03:29:40 PM PDT 2017

Key: 6E8BC0BB; IP Address: 157.127.124.154

Brian Chiang (Resident)

Date



Signed by shannon liao

Wed May 17 07:52:31 AM PDT 2017

Key: 4E8F586A; IP Address: 74.62.200.194

shannon liao (Resident)

Date



Signed by Adam Gruber

Mon May 22 08:52:10 AM PDT 2017

Key: 7B58C3C2; IP Address: 71.93.112.39

Adam Gruber (Owner/Agent)

Date



# CITY OF LOS ANGELES HOUSING DEPARTMENT NOTICE OF LAHD FEE

Date: July 19, 2017

Apartment: 738

Dear Brian Chiang and shannon liao,

Several programs have been designed to eliminate slum housing in Los Angeles. Both tenant complaints and inspection referrals drive these programs. The City of Los Angeles Housing Department (LAHD) governs such programs. The Habitability Enforcement Program (HEP) is a tenant initiated complaint process within LAHD. These programs are designed to protect both the tenant and landlord.

Pursuant to LAMC Ordinance No. 172537, the landlord may demand and collect a rent surcharge of one dollar (\$1.00) per month from the tenant. Beginning April 1st 2004, the LAHD has increased this fee to \$3.61 per month. This fee is a Code Enforcement Fee of the LAHD.

This surcharge is not a part of your adjusted rent, but is to be paid every month and can be included with the rental payment. The additional amount due starting April 1st, 2004 is \$3.61

Thank you,



**Signed by Adam Gruber**

Mon May 22 08:52:10 AM PDT 2017  
Key: 7B58C3C2; IP Address: 71.93.112.39

Adam Gruber (Landlord/Owner)

Date



**Signed by Brian Chiang**

Tue May 16 03:29:46 PM PDT 2017  
Key: 6E8C0BB; IP Address: 157.127.124.154

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Wed May 17 07:52:38 AM PDT 2017  
Key: 4E8F586A; IP Address: 74.62.200.194

shannon liao (Resident)

Date

Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.



**Signed by Brian Chiang**

Tue May 16 03:29:52 PM PDT 2017  
Key: 6E8C0BB; IP Address: 157.127.124.154

Brian Chiang (Resident)

Date



**Signed by shannon liao**

Wed May 17 07:52:42 AM PDT 2017  
Key: 4E8F586A; IP Address: 74.62.200.194

shannon liao (Resident)

Date

05/19/2017



### CONCESSION ADDENDUM

<b>Tenant(s):</b> Brian Chiang and shannon liao
<b>Unit Address:</b> 505 North Figueroa Street #738, Los Angeles, CA 90012


In the event the Renter vacates the apartment prior to the termination of the lease term, in addition to the liabilities specified in the Lease Agreement for such early termination, the Renter shall also be liable for reimbursement to the Owner of the following financial incentives:

- Prorated Monthly Concession:**     **\$194.00** (July 19, 2017 to July 31, 2017)
- Monthly Concession:**             **\$485.00** (August 1, 2017 to June 30, 2018 )
- Prorated Monthly Concession:**   **\$291.00** ( July 1, 2018 to July 18, 2018 )
- Other:**                                 **\$0.00**
- Any and all "Free rent" Provided:** **L&L Special Notice \$ 500.00**

**Reason for Concession:**


**Mk Rate \$3.050 Rent\$ 2.565 for 12 Months**

Should the Renter terminate this Lease Agreement prior to the expiration of the lease term, the Owner may deduct these items from the Renter's Security Deposit or the owner may demand the Renter submit payment to the Owner for reimbursement of these amounts promptly upon vacating the unit.

 **Signed by Brian Chiang**  
Tue May 16 03:30:08 PM PDT 2017  
Key: 6EASCOBB; IP Address: 157.127.124.154


Brian Chiang (Resident)

Date

 **Signed by shannon liao**  
Wed May 17 07:52:11 AM PDT 2017  
Key: 4B8F586A; IP Address: 74.62.200.194

shannon liao (Resident)

Date


 **Signed by Adam Gruber**  
Mon May 22 08:52:10 AM PDT 2017  
Key: 7B58C3C2; IP Address: 71.93.112.39

Adam Gruber (Owner/Agent)

Date


Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the 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.

 **Signed by Brian Chiang**  
Tue May 16 03:30:53 PM PDT 2017  
Key: 6EASCOBB; IP Address: 157.127.124.154

Brian Chiang (Resident)

Date

 **Signed by shannon liao**  
Wed May 17 07:52:17 AM PDT 2017  
Key: 4B8F586A; IP Address: 74.62.200.194

shannon liao (Resident)

Date

05/20/2017







02/01/2019

**Original**  
**NEWFORD STATEMENT**

Resident(s) Name: Edward Wei Xln Chen  
 Current Address: [REDACTED] Los Angeles CA 90012 Unit #: 309

**I. IN HOUSE REPAIRS - Hourly Rate Repairs**

Description of Work	Employee Performing Work	Hrly Rate	# of Hours	TOTAL:
1. Cleaning	DT - Mnt Technician	\$ 18.00	6 Hrs.	\$ 108.00
2. Painting	CC - Mnt Technician	\$ 18.00	16 Hrs.	\$ 288.00
3. Maintenance	DT - Mnt Technician	\$ 18.00	2 Hrs.	\$ 36.00
4. Porters	CC - Porter	\$ 13.00	0 Hrs.	\$ -
5.	N/A	\$ -	Hrs.	\$ -
6.	N/A	\$ -	Hrs.	\$ -
7.	N/A	\$ -	Hrs.	\$ -
8.	N/A	\$ -	Hrs.	\$ -
SUBTOTAL:				\$ 432.00

**II. IN HOUSE REPAIR SUPPLIES**

Description of Work	Type of Supply	TOTAL:
1. Semi gloss paint, flat paint, kills inner cabinet painting, eggshell	Painting Supplies	\$ 29.74
2. Eggshell for bedroom/restroom	Painting Supplies	\$ 19.35
3. Flat paint	Painting Supplies	\$ 59.76
4. Primer for concrete sealing after pet damage	Painting Supplies	\$ 597.50
5. Kill inner cabinet painting	Painting Supplies	\$ 18.04
6. Carpet Shampoo	Other	\$ -
7. Windox, comet liquid, disinfectant liquid, magic eraser	Cleaning Supplies	\$ 20.00
SUBTOTAL:		\$ 244.39

**III. VENDOR REPAIRS**

Description of Work	Type of Invoice...check the box:			TOTAL:
	Actual	OR	Estimate	
1. Carpet Cleaning	<input checked="" type="checkbox"/>			\$ 250.00
2. Carpet Replacement (prorated)	<input checked="" type="checkbox"/>			
3. Painting	<input checked="" type="checkbox"/>			
4. Painting Prorated	<input checked="" type="checkbox"/>			\$ 55.53
5. Final Utility Bill (04/30/18-05/17/18)	<input checked="" type="checkbox"/>			
6.	<input checked="" type="checkbox"/>			
SUBTOTAL:				\$ 305.53

**VI. MISCELLANEOUS CHARGES**

Description of Work	Type of Work	TOTAL:
1. Ozone generator treatment	Other	\$ 250.00
2. HVAC duct cleaning	Other	\$ 450.00
3.	Other	
4.	Other	
5.	Other	
6.	Other	
7.	Other	
8.	Other	
SUBTOTAL:		\$ 700.00

**TOTAL: \$ 1,681.92**

\* Capital Code Section 1950 (b) allows deductions from the taxable amount for 1) the compensation of a landlord for resident's default in the payment of rent, and 2) the repair of damages to the premises, exclusive of ordinary wear and tear, caused by the resident.  
 \*\* The Landlord/Agent is not required to provide receipts or other documentation if 1) the total deductions for repairs, cleaning, and replacement do not exceed \$175.00 or 2) the resident has effectively waived the right to documentation.

02/20/2020



02/01/2019

**Move Out Statement**

Date: 8/20/2018

Brian Chiang  
 [REDACTED]  
 Los Angeles, CA 90012

Code	0100911	Property	5705	Lease From	07/19/2017
Name	Brian Chiang	Unit	738	Lease To	07/18/2018
Address	[REDACTED] ay	Status	Past	Move In	07/19/2016
	[REDACTED]	Rent	2,565.00	Move Out	07/18/2018
City	Los Angeles, CA 90012			Notice	06/11/2018
Telephone	(O) [REDACTED] (H)-[REDACTED]				

Date	Description	Charge	Payment	Balance
	Balance as of 07/01/2018			0.00
07/01/2018	RUBSFEE 04/30/18-05/31/18	2.50		2.50
07/01/2018	RUBS 04/30/18-05/31/18	123.53		126.03
07/01/2018	Rent (07/2018)	2,565.00		2,691.03
07/01/2018	SCEP Inspection Fee Reimbursemen (07/2018)	3.61		2,694.64
07/04/2018	chk# 0447 :CHECKscan Payment		1,539.00	1,155.64
07/18/2018	:Security Deposit credit	(600.00)		555.64
07/18/2018	Rent (07/2018) Credit 12 days	(1,026.00)		(470.36)
07/18/2018	SCEP Inspection Fee Reimbursemen (07/2018) Credit 12 days	(1.44)		(471.80)
07/18/2018	Housekeeper	126.00		(345.80)
07/18/2018	Painter	24.00		(321.80)
07/18/2018	Maintenance Technician	45.00		(276.80)
07/18/2018	Painting Supplies	12.28		(264.52)
07/18/2018	Cleaning Supplies	35.00		(229.52)
07/18/2018	Carpet Cleaning	100.00		(129.52)
07/18/2018	Stove Control Panel	40.00		(89.52)
07/18/2018	Kitchen Tiles	300.00		210.48
07/18/2018	Bathroom Cabinet Repair	120.00		330.48
07/18/2018	Reglaze Bathroom Counter	150.00		480.48
07/18/2018	Patio Screen	20.00		500.48

Thank you for having leased at Orsini I and making it your home. Please feel free to contact GHP Management at (213) 346-7800 to submit any comments and/or feedback regarding your residency to Orsini I.

Amount Of Refund: \$0.00  
 Amount Owed: 500.48

Payment of the \$500.48 is to be received within 30 days to avoid any negative credit reporting. Any disputes must be made in writing and received within 30 days.  
 Please make all checks payable to GHP Management and remit payment to:

GHP Management  
 1082 W 7th St  
 Los Angeles, CA 90017

Again, thank you for living at Orsini I.

**FDCPA Notice:** under federal law, you are informed that this communication is the purpose of collecting a debt, and any information obtained will be used for that purpose. The debt will be assumed valid unless you dispute the validity of the debt within 30 days after receipt of this notice. This office has already verified the correctness of the claimed amounts, but you have the right of additional verification of debt by written demand to our office within that 30-day period, in which event a copy of such verification will be mailed to you.



02/01/2019







**Orsini I  
BALANCE DUE LETTER**

**Date:** 8/20/2018

<b>Resident(s) Name:</b>	Brian Chiang	Shannon Liao
	0	0
	0	0

**Current Address:** [REDACTED] Los Angeles CA 90012 **Unit #: #738**

Dear Resident(s):

Thank you so much for having made our community your home. Enclosed you will find your Move Out Statement reflecting all outstanding charges due on your account. After applying your security deposit, a balance due remains and is payable.

Kindly remit this amount within thirty (30) days from the date of this letter in order to close your account and have it reflect in a positive manner. If payment is not received within thirty (30) days of this letter, the full past due balance will be forwarded to collections and may negatively effect your credit.

Payment should be made payable to: Orsini I  
and mailed to:

GHP Management  
1082 W 7th St  
Los Angeles, CA 91601  
Carin Wright

Thank you for your cooperation. Please feel free to contact the Community Office with any questions regarding your Move Out Statement. Also, please feel free to submit any comments or feedback regarding your residency.

Sincerely,

Rocio Martinez  
Property Manager

08/20/2018