StoneBridge

*1701 Independence Blvd*
*Salinas, CA 93906*
*PH: (831) 443-3536 / Fax (831) 449-9126*
*residential@stonebridge-homes.com*

# RESIDENTIAL LEASE AGREEMENT

| | | | |
|---|---|---|---|
| Base Rent: | $2,425.00 | Security Deposit (Refundable): | $600.00 |
| Pet Rent: | $0.00 | Screening Fee (per applicant): | $35.00 |
| Other Monthly Charge: | $0.00 | Late Charge: | $100.00 |
| Utility Allowance: | $0.00 | Return Payment Charge not to exceed: | $35.00 |
| Monthly Lease Discount: | ($0.00) | After-Hours Key Charge: | $100.00 |
| **Total Initial Monthly Charge:** | **$2,425.00** | | |

This Residential Lease Agreement (hereinafter "Lease") is entered into on **February 01, 2023** by and between the Lessor: **1701 Independence, LLC** (hereinafter "Landlord"), and the Lessee(s) (hereinafter referred to collectively as "Resident"):

**County of Monterey on behalf of Natividad Medical Center** (Lessee)

1. **LEASE PREMISES:** Landlord rents to Resident and Resident rents from Landlord the premises located at **1757 Independence Blvd. #204, Salinas, CA 93906** in Monterey County (hereinafter "Premises"), which is located within the Apartment Community commonly known as **CreekBridge Apartments-Salinas** for use as residence and for no other purpose. Pursuant to California Civil Code § 1962(a)(1), Landlord has authorized Stone Bridge Homes, Inc. (hereinafter "Landlord's Agent"), whose address and phone number are **1701 Independence Blvd, Salinas, CA 93906, (831) 443-3536**, to manage the Premises, accept notices, demands, and service of process on Landlord's behalf.

   a. Original Term: This Lease shall be for a period of **12 months** beginning **February 01, 2023** and ending on **January 31, 2024** unless sooner terminated as provided in this Lease.

   b. Delay of Possession: Resident understands that, for reasons beyond the control of Landlord, Landlord may not be able to provide occupancy to Resident on the commencement date if, for example, a former tenant of the Premises who has given notice to leave cancels the notice or fails to leave by the scheduled date. If, for any reason, Landlord is unable to provide occupancy to Resident by the scheduled commence-payment date, Resident's remedy in this event shall be limited to termination of this Lease and Resident shall be entitled to a prompt refund of any monies paid. Landlord shall have no liability to Resident if there is a delay of possession other than to promptly refund any monies paid.

   c. Termination of Lease: This Lease shall terminate without further notice at the **end of the Lease term**. If Resident terminates the Lease prior to the end of the Lease term, or breaches the Lease and abandons the Premises before the end of the Lease term, Resident shall be held responsible to pay all rents due for the remaining term of the Lease, or through such time as Landlord has re-rented the Premises, whichever occurs first. Landlord will make every reasonable effort to re-rent the Premises as set forth in California Civil Code § 1951.2.

   d. Holding Over: Any holding over by Resident at the expiration of the Lease term without the consent of Landlord shall entitle the Landlord to initiate legal proceedings to recover possession of the Premises. Resident shall be liable to Landlord for daily rent equal to the current fair rental value of the Premises, divided by 30, in addition to any other damages allowed by law. Subject to amendment of the Lease by Landlord as set forth in California Civil Code § 827, **a "month-to-month" tenancy shall be created only if Landlord accepts rent from Resident thereafter**, and if so accepted, residency is terminable by: (i) either party on thirty (30) days written notice, or (ii) by Landlord's service upon Resident of sixty (60) days written notice if Resident has occupied the Premises for more than one year, or in accordance with the provisions of California Civil Code § 1946.1.

   e. Damage or Destruction: If the Premises are made uninhabitable by fire, flood, natural disaster, or other casualty, Landlord may, at its sole election, either (i) terminate the Lease as of the date of the damage or destruction by notice to Resident within thirty (30) days of the damage or destruction; or (ii) repair and restore the Premises. If the Landlord elects to repair and restore the Premises, unless the fire or such other causality is due to the negligence or misconduct of Resident or any guest, visitor or invitee of Resident, such repair and restoration of the structure will be at the expense of the Landlord and rent shall be abated on a per diem basis while the Premises

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

is uninhabitable. Landlord is not responsible for the repair or restoration of any of Resident's personal property. Landlord and Resident each waive the provisions of California Civil Code § 1932(2), 1933(4) and any other applicable existing or future law with respect to damage or destruction of leased premises or termination of a lease agreement based upon damage or destruction under any circumstances other than as provided in this paragraph.

f. AB 1482 Disclosure: California law limits the amount your rent can be increased. See §1947.12 of the Civil Code for more information. California law also provides that after all the residents have continuously and lawfully occupied the Premises for twelve (12) months or more, or at least one (1) of the residents has continuously and lawfully occupied the Premises for twenty-four (24) months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See §1946.2 of the Civil Code for more information. "Just cause" to terminate the tenancy includes termination "if the Owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property."

Resident agrees to execute, and acknowledges receipt of, the attached disclosure Notice of AB 1482 Addendum.

☒ This Unit is subject to AB 1482 rent caps and just cause as provided in Civil Code §1947.12 and §1946.2.

☐ This Unit is exempt from AB 1482 rent caps and just cause under AB 1482 New Construction Exemption. This Unit will be subject to AB 1482 on .

g. Concessions: Resident acknowledges the following concessions were received. In the event Resident terminates the Lease prior to the expiration of the Lease term, Resident further acknowledges and agrees to pay back all sums as listed below, by means of money order or cashier's check, at the time notice of intent to vacate is given. Payment of sums below does not waive the provisions of paragraph 1(c) should Resident terminate the Lease prior to the end of the Lease term.

Monthly Lease Discount: beginning and ending on
Renewal or Monthly Concession: beginning and ending on
Move In or One-Time Concession:

2. **RENT:** Resident shall pay to Landlord, as monthly rent for the Premises, the sum(s) as follows:

**$2,425.00** beginning **February 01, 2023** and ending on **January 31, 2024**

a. Payee and Location: The name, telephone number, and address of the person or entity to whom rent payments shall be made and delivered to are: **CreekBridge Apartments-Salinas** at **1701 Independence Blvd, Salinas, CA 93906, (831) 443-3536**.
The usual days and hours when rent payments may be made personally are: ***Monday - Friday 8:30 a.m. to 5:30 p.m.***

b. Payments: Except as otherwise provided herein, said sum shall be paid in full, in advance, **on or before the first (1st) day of each month** in the form of personal check, cashier's check, money order, or electronic funds transfer (EFT). Use of a rental payment drop box is for Resident's convenience. If such box is used, or if payment is mailed, Resident bears the risk of loss or delay of payment, and placing rent monies in the drop box or in the mail is not sufficient for rent to be considered paid. Rent will be considered unpaid until actual receipt thereof. If Resident pays online or by direct deposit, such payment shall be deemed to come from Resident regardless of the source of the payment. Payment online or by direct deposit may be rejected or returned by Landlord during the pendency of any legal action, or in anticipation of legal action. Rent payments tendered by a Non-Resident shall be deemed rent tendered on behalf of the Resident(s) named on the Lease only and not on behalf of the Non-Resident, and shall not constitute permission for the Non-Resident making the payment to occupy the Premises. If Resident cannot pay rent by the first (1st) day of the month, Resident must contact Landlord **on or before the first (1st) day of the month** to arrange payment.

c. Partial Payments and Application of Payments: Landlord has no obligation to accept partial or late payments of rent or additional rent from Resident and no acceptance of partial payment shall be considered an accord and satisfaction, or release from obligation for the remainder of full amount due. Any payment accepted by Landlord shall be applied firstly to all unpaid non-rent and additional rent obligations of Resident, and lastly to current month rent, notwithstanding any dates or other direction from Resident that accompanies any such payment.

d. Change to Payment Method: If in any month the rent is paid after the fifth (5th) day of the month, payment must be in the form of cashier's check or money order. If Landlord serves Resident with a three-day notice to pay rent or surrender possession, which Landlord may do on any date after the first (1st) day of the month, any payment tendered following service of said notice must be in the form of cashier's check or money order. If any payment given by Resident is, for any reason whatsoever, returned unpaid by the bank upon which it is drawn, all subsequent payments for the balance of Resident's occupancy of the Premises (including the payment necessary to replace the dishonored amount) must be in the form of cashier's check or money order unless Landlord agrees, in writing, to waive this requirement.

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____
_____ _____ _____ _____ _____ **CM Initials:** _____

3. **LATE CHARGE AND NSF CHARGE:** Landlord and Resident agree that the actual cost to Landlord when Resident fails to pay rent on time, or when Resident makes a payment which is subsequently dishonored by the bank upon which it is drawn, is difficult or impossible to ascertain, but Landlord and Resident agree that Landlord does, in the event of late payment or in the event of a dishonored payment, incur certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the late payment, etc. Landlord and Resident accordingly agree that, anytime the rent for any given month is paid after the fifth (5th) day of such month, Resident will, in that month, pay to Landlord as additional rent due with the late payment, **a Late Charge in the sum of $100.00**, and further agree that, in the event of a dishonored payment, Resident will pay to Landlord, as additional rent due with the payment required to replace the dishonored amount, **a maximum NSF Charge of $25.00 or the first dishonored payment, and a maximum NSF Charge of $35.00 for each subsequent dishonored payment**. Landlord and Resident agree that the payment of these sums does not constitute a license to pay rent late nor does it constitute a license to pay with dishonored funds. Rent remains due on the first (1st) day of the month. After one (1) payment is returned unpaid by the bank upon which it is drawn, all future payments must be made in the form of cashier's check or money order for the remainder of the lease term. A three-day notice to pay rent or quit may be served at any time after the first (1st) day of the month irrespective of the existence of the late charges as set forth herein. If such notice is served after the first (1st) day of the month, it may include the late charge (or NSF charge, if applicable) which charges, as set forth above, are payable as additional rent.

4. **RENTAL PRO-RATION:** Resident shall pay to Landlord, before taking occupancy of Premises, one full month's rent (if move-in is on or after the twenty-fifth (25th) of the month) in addition to a Security Deposit (as set forth in paragraph 5) and pro-rated rent. If Resident shall move in on or before the twenty-fourth (24th) of the month, a pro-rated rent in addition to a Security Deposit is owed to the Landlord. Commencing with the following month, a full month's rent shall be due each month on or before the first (1st) day of the month pursuant to paragraph 2. In the event of a conflict between the amount set forth herein and the amount which an arithmetic computation would yield based on the rental rate set forth in paragraph 2 divided by thirty (30), with the result multiplied by the number of days in the pro-ration period, the amount determined by said arithmetic computation shall govern (i.e., If the amount set forth herein is computed incorrectly, any such arithmetic error shall not be binding. The amount owing shall be the amount resulting from a correct arithmetic computation of the pro-ration.). In all instances where a pro-rated amount of rent is computed during this tenancy, a thirty (30) day month shall be assumed irrespective of the actual number of days in the month for which the pro-ration is computed.

5. **SECURITY DEPOSIT:** Resident shall pay to Landlord, as Security Deposit, the sum of **$600.00**. This sum shall be applied and accounted for in accordance with the provisions of California Civil Code § 1950.5 and any other applicable statutes. Landlord shall not be obligated to pay Resident interest in connection with such Security Deposit. Landlord will not apply Security Deposit as last month's rent and Resident is fully responsible for rents due as set forth in paragraph 2 (Rent). It is understood that the Security Deposit is applicable to all Residents jointly, and need not be accounted for until the permissible statutory period after such time as all Residents have vacated the Premises. Any refund due at such time may be made payable jointly to all Residents and it shall be the responsibility of all Residents to determine the manner by which said Security Deposit is to be divided. If Landlord chooses to make the refund to any of the Residents individually (which need not be done until the statutory time has elapsed after all Residents have vacated the Premises), in legal contemplation the payment shall be deemed to have been made to all Residents, and Landlord shall have no liability to any one or group of Residents for failure of any Resident to equitably divide such refund. By initialing as provided in Paragraph 44 (Addenda), Resident acknowledges receipt of a copy of the Security Deposit Refund Policy, which are incorporated into and made a part of this Lease.

6. **OCCUPANCY:** Maximum occupancy is two (2) persons per bedroom, plus two (2). Landlord allows persons under the age of twelve (12) months to occupy the Premises without affecting the current occupancy guidelines. If a person exceeds the twelve (12) month age during the term of the Lease, all Residents and Occupants will be asked to vacate the Premises at the end of the Lease term if the number of persons in the Premises has exceeded the maximum occupancy, or the maximum allowed by ordinance, regulation, or law, whichever is fewer. The Premises shall be occupied only by the following persons:

| Name | Birthdate | Name | Birthdate |
|---|---|---|---|
| County of Monterey on behalf of Natividad Medical Center | | | |

Except as otherwise provided by prior written agreement, any person who is not listed above as an Occupant is a Guest. A Guest may not stay on the Premises for more than fourteen (14) consecutive days. At the discretion of Landlord, Guest(s) who overstay this limit may be required to execute the Long-Term Guest Addendum, which shall be incorporated into and made a part of this Lease, or be required to go through the application process, and if approved, may be required to sign a Residential Lease Agreement. Landlord's acceptance of rent from any other individual shall be deemed to be the payment of rent on behalf of the Resident(s) named on the Lease and shall not constitute permission for the person making the payment to occupy the Premises. Should any person not named herein make any claim to right of possession of the Premises, any such person shall be deemed to be the guest or invitee of the named Resident(s) and their claim to right of possession shall be denied. Any person named herein who is not also named Lessee and/or who is

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not a signatory to the Lease shall be deemed to occupy the Premises under the named Resident(s) who are signatories to the Lease and shall thus be deemed the invitees of said named Resident(s). Accordingly, should any such individual not be named in any unlawful detainer action to regain possession of the Premises, and should any such individual thereafter make a claim to right of possession of the Premises, that claim shall be denied on the basis that said individual is the invitee of the named Resident(s) and does not have an independent claim to right of possession of the Premises.

7. **UTILITIES:** Payment of all applicable utilities, services and charges shall be the responsibility of Resident, predicated upon occupancy of Resident, and the following utilities shall be connected at all times during the tenancy (select boxes that apply):

**☒ Gas & Electric Account #** _____ **☒ Water Account #** _____ **☐ Trash Account #** _____

**☐ Sewer Account #** _____ **☐ Other:** _____ **Account #** _____

Resident understands and agrees to the following:

a. It is Resident's responsibility to notify the local Service Companies to provide service, in Resident's name, to the leased Premises. Failure to do so may result in NO SERVICE to the Premises.
b. Prior to Move In, Resident must provide Landlord with Resident's service utility account number(s).
c. Resident will notify Landlord of any termination of utility service for any reason, including vacating the Premises. Disconnection of utilities due to non-payment is a material violation of this Lease.
d. Resident indemnifies Landlord against all charges for utility service during the term of Resident's occupancy of the Premises.
e. If Landlord is billed for these services, **Resident agrees to reimburse Landlord for all service charges and associated taxes/surcharges until such time that billing has ceased.**
f. Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from the Landlord.

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

9. **SPARE THE AIR ALERTS**: Many Air Districts have enacted "Spare the Air" programs, which prohibit certain activities, which may include burning wood, pellets, or manufactured fire logs when a "Spare the Air" alert is issued. A map of California Air Districts, with links to local information is available at http://www.arb.ca.gov/capcoa/dismap.htm. Resident agrees that Landlord may provide Resident's name and address to the regional Air District for the purpose of notifications and enforcement of the Spare the Air program. Nothing herein is deemed to be authorization of or consent by Landlord to burn anything that is not authorized by this Lease Agreement. Resident shall obtain information about restrictions specific to the District in which the Premises are located, be made aware of "Spare the Air" days, comply with such restrictions, and be responsible for any "Spare the Air" fines or other costs occasioned by "Spare the Air" violations on the Premises while Resident is in possession whether levied against Landlord or Resident.

10. **JOINT AND SEVERAL LIABILITY AND AUTHORITY**: All persons signing this Lease as Resident shall remain jointly and severally liable for all obligations arising hereunder, whether or not they remain in actual possession of the Premises. The giving by any individual Resident of a notice of termination of tenancy shall not terminate the Lease as to that Resident unless all Residents vacate the Premises by the agreed date. Landlord may, however, treat any such notice as a notice binding against all Residents of the Premises, and may institute unlawful detainer proceedings against all Residents in the event that they do not restore possession of the Premises to Landlord on or before the end of the notice period. Conversely, Landlord may, at its sole option, in the event that one or more Residents give notice but all Residents do not return possession of the Premises to Landlord within the notice period, continue the tenancy in effect and, if Landlord does so, all Residents, including the Resident(s) giving notice, shall remain fully liable for all obligations arising hereunder whether or not they remain in occupancy of the Premises.

11. **NOTICES:** Any notice which Landlord gives to Resident shall be deemed properly served (whether or not actually received by Resident if served in the manner prescribed in California Code of Civil Procedure § 1162). If Landlord fails to serve the notice in accordance with the provisions of California Code of Civil Procedure § 1162, but Resident actually receives the notice, the actual receipt shall be deemed to cure any defects in the manner of service and the notice shall be deemed properly and personally served. Service upon any individual Resident of the Premises shall be deemed valid service upon all Residents.

12. **ACCESS AND ENTRY TO PREMISES:** Landlord and Resident agree that, with at least twenty-four (24) hours advance written notice to Resident, or an otherwise agreed-upon time with Resident, Landlord shall have the right to enter the Premises during normal business hours for the purpose of (i) making desired, necessary or agreed repairs, decorations, alterations, improvements, or renovations to the Premises, an

adjacent unit or for the benefit of the building in which the Premises is located; (ii) making repairs or alterations as required by any government agency, lender, or insurer; (iii) showing the Premises to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; (iv) taking and displaying photographs of the Premises on the internet for advertising purposes; (v) installing, repairing, testing, and/or maintaining the smoke and carbon monoxide detectors; (vi) inspecting balconies, decks, and other exterior elevated elements to comply with Health & Safety Code §17973, et seq; (vii) inspecting any area where Resident is engaging in personal agriculture pursuant to Civil Code §1940.10; (viii) inspecting waterbed or liquid-filled furniture; (ix) a Court Order; or (x) for any other purposes permitted by California Civil Code § 1954 (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease). 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 first securing Resident's prior permission. Resident agrees to permit Landlord access to all rooms and interiors/exteriors of the Premises in accordance with this paragraph. Resident agrees that, should Landlord be denied access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Lease and California law and is cause for termination as provided herein and by law.

13. **MISSTATEMENTS ON APPLICATION:** Resident has completed an application in connection with securing this Lease. Landlord has relied upon the statements set forth in said application in deciding to rent the Premises to Resident. It is agreed that, should Landlord subsequently discover any misstatements of fact in the Resident's application, any such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident with a three-day notice terminating the tenancy.

14. **USE OF PREMISES:** Resident agrees that the Premises shall be used as a dwelling for residential purposes only and for no other reason. Resident shall not use the Premises as a business address, nor shall Resident conduct any business activities on the Premises. Conducting business activities includes, without limitation, using the Premises as a mailing address for a business enterprise, having a business telephone line in the Premises, having business clients meet with Resident at the Premises, having business stationery setting forth the address of the Premises as a business address, assembling or manufacturing any product upon the Premises, or otherwise holding out the Premises as the address of any business. Resident is prohibited from offering all or part of the Premises for short-term rental, such as through AirBNB, VRBO, HomeAway, or other such sites. Resident additionally agrees not to permit the Premises to be used for any illegal purpose, nor to engage in any illegal acts upon the Premises or upon the grounds of the Apartment Community. Resident agrees not to have any illegal narcotics in the Premises or on the grounds of the Apartment Community. Resident further agrees not to harass, annoy, molest, interfere with, or endanger any other Resident of the Apartment Community or their guests, or create waste or nuisance in the Apartment Community. Resident is also responsible for compliance with any local noise ordinances. Resident also agrees not to do or permit anything to be done in the Premises that may be deemed hazardous or which will cause a cancellation of or an increase in the premiums for any insurance for the Apartment Community. Resident additionally agrees not to deface or damage any part of the Premises or the Apartment Community or permit the same to be done or keep any flammable or explosive materials or any substance considered dangerous, hazardous or toxic under any governmental law or regulation in the Premises. Any violation of this provision shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Resident with a three-day notice terminating the tenancy.

15. **ASSIGNMENT AND SUBLETTING:** Resident shall not assign this Lease nor sublet all or any part of the leased Premises. Permitting any person not named as an Occupant or as a Resident in this Lease to occupy the leased Premises shall be deemed an attempted subletting of the leased Premises and shall subject the tenancy to termination. Any attempted subletting or assignment in violation of this provision shall be void.

16. **ALTERATIONS TO PREMISES**: Except as provided by law, Resident shall not make any alterations, repairs, or improvements to the Premises without the prior written consent of Landlord. This includes, but is not limited to, painting, wallpapering, flooring changes, changing locks, and moving or removing large appliances. 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 Landlord. All additions, fixtures and improvements shall be Landlord's property and shall remain upon the Premises after the termination of the Lease unless Landlord, as a condition to Resident's making such alteration, consents to such alterations or additions and requires that the Premises be restored to the condition existing prior to such alteration or addition. Resident agrees to pay all costs resulting from and associated with the alteration, and shall hold Landlord harmless and indemnify Landlord as to any mechanic's lien recordation or proceeding caused by Resident.

17. **LARGE APPLIANCES**: **Resident shall not move or remove any large appliances provided by Landlord** without prior written consent of Landlord. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, dishwashers, trash compactors, air conditioners, generators, or other large appliances not provided by Landlord, without prior written consent of Landlord. Resident may operate a generator in emergency situations, provided that all manufacturer safety procedures are followed, including operating the generator in an outside space and the generator does not create a nuisance (noise or other) for other residents. Resident shall be liable for all costs resulting from, and/or associated with restoring the Premises to the condition existing prior to any unauthorized removal of a large appliance provided by Landlord, or any unauthorized installation of a large appliance not provided by Landlord. Resident is responsible for the cost to repair damages caused by Resident's negligence, improper usage, or willful repeated abuse of any Landlord-provided appliance. Resident shall reimburse Landlord for these costs on demand.

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

18. **CARE, CLEANING AND MAINTENANCE**: Resident has inspected the Premises and acknowledges that the same is in good and habitable order and repair at the time Resident is given occupancy. Except as prohibited by law, Resident agrees to keep the Premises as clean and sanitary as their condition permits, and in good working order, including all furniture, furnishings, appliances, and fixtures, which are rented for Resident's exclusive use. Resident agrees to properly use and operate all rooms and electrical, gas and plumbing fixtures to be able to be used for their intended purpose. Resident must not willfully or wantonly destroy, deface, damage, impair or remove any part of the premises, the facilities, equipment or appurtenances thereto or to permit any person on the premises to do any such thing. Resident must keep access to doors and windows unobstructed and to not block them with personal items or otherwise, and to maintain clear pathways into and through each room and necessary access to all doors and windows. Resident agrees to maintain the Premises in a manner that does not inhibit necessary airflow, does not act as a potential haven for pests and mold growth, does not create a fire hazard, and allows rooms to be used for their intended purposes. Resident agrees to leave the Premises in the same condition as it was received, subject to normal wear and tear, and to return Premises, upon move-out, to the same level of cleanliness it was in at the inception of the tenancy. Resident shall be responsible for any costs to repair, replace or rebuild any portion of the Premises damaged by Resident or Resident's guests or invitees.

19. **SMOKING PROHIBITION**: Smoking is **prohibited** on the entire property, **except** inside the Resident's individual Premises or in an area which Resident has exclusive use under the Lease, such as Resident's balcony or patio. Resident shall not smoke in areas in which smoking is prohibited, nor shall Resident permit any of their guest(s) or visitor(s) to do so. Resident acknowledges and agrees that Resident shall be solely responsible for any and all damage that results from smoking, including burns, stains, odors, and the removal of debris. Resident shall inform their guest(s) or visitor(s) of any Non-Smoking areas. Resident shall promptly notify Landlord in writing of any incident where smoke is migrating into Resident's Premises from Non-Smoking areas. Resident acknowledges that Landlord's adoption of Non-Smoking areas does not make Landlord the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. Landlord shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice, at which point Landlord shall take reasonable steps to enforce this policy. Landlord cannot and does not warrant or promise that the Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this policy is dependent in significant part on voluntary compliance by Resident and their guest(s).

    **Resident and Resident's guest(s) shall not engage in any of the actions or conduct related to marijuana that are otherwise permitted under California law, including without limitation, anywhere on the entire property, including in or about Resident's Premises. A breach of this policy shall be deemed a material breach of the Lease and grounds for immediate termination of the Lease by the Landlord.**

20. **LANDSCAPING:** Resident ☐ IS ☒ IS NOT (select one) responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping. Resident shall promptly advise Landlord of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Resident may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional. Resident may not alter the landscaping, or engage in "personal agriculture" without Landlord's prior written permission. No recreational or medical marijuana may be grown or consumed on the Premises by the Resident(s) or guest(s).

21. **PLUMBING:** Resident is responsible for the cost to repair or clear stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage. Resident shall reimburse Landlord for these costs on demand.

22. **LOCK-OUT CHARGES:** If Landlord is required to assist any Resident in gaining entry to the Premises, Resident may be assessed a charge for the actual costs, including out-of-pocket expenses, incurred by Landlord, plus a minimum amount of **$100.00** if the lock-out occurs after business hours. Resident should take care not to lock himself/herself out of the Premises.

23. **FINES AND PENALTIES:** Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the Premises or property while Resident is in possession. If any such fines or costs are levied against Landlord, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the Premises, upon receipt of an invoice from Landlord. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Resident.

24. **PACKAGE RELEASE**: Resident gives Landlord and Landlord's Agent permission to sign and accept any parcels or letters that may be sent to Resident, whether anticipated or unanticipated, through UPS, FederalExpress, Airborne, United States Postal Service, hand deliveries, or the like, with the exception of certified mail delivered through the United States Postal Service. Landlord does not accept any responsibility or liability for any notification, lost, damaged, or unordered deliveries and Resident agrees to hold Landlord and Landlord's Agent harmless from any loss or damage to any of Resident's messages, packages, or other material.

25. **MAIL BOX:** The postal service prohibits Landlord from any access to mail boxes. Resident is solely responsible for all mail box keys. Resident is advised to contact the United States Postal Service to obtain keys to the mail box.

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

26. **LIABILITY:** Landlord shall not be liable to Resident or to any guests or invitees of Resident for any damage or losses to person or property arising from any cause including, but not limited to, theft, burglary, assault, vandalism, fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities, earthquake, or any other casualty not directly caused by the willful acts of Landlord.

27. **FLOOD HAZARD NOTICE:** Pursuant to Government Code § 8589.45, Landlord is required to disclose if rental property is at risk of flooding.

    Landlord (select one) ☒ HAS ☐ DOES NOT HAVE knowledge that the Premises is located in a special flood hazard area or an area of potential flooding.

    Landlord's insurance does not cover the loss of the Resident's personal possessions and for any relocation expenses due to flood, fire or other risk of loss. Any losses would be the sole responsibility of the Resident. Landlord recommends Resident consider purchasing renter's insurance and/or flood insurance to insure his or her possessions from such loss. Resident can obtain information about hazards that may affect the property from the Office of Emergency Services web site at http://myhazards.caloes.ca.gov. Landlord is not required to provide any additional information concerning flood hazards and the information provided pursuant to this paragraph is deemed adequate to inform the Resident of such risks.

28. **RENTERS INSURANCE:** Landlord does not provide insurance coverage for Resident's personal property or automobile. Resident is encouraged to obtain Renters Insurance in an amount sufficient to cover any personal possessions of Resident together with a reasonable level of liability coverage for the actions of Resident or Resident's guests or invitees. Renters Insurance is designed to provide Residents with reimbursement for loss, theft, damage or destruction of personal property, as well as coverage for additional living expenses incurred should the Premises, for example, become uninhabitable as the result of a fire. Such insurance can also protect Residents from any liability claims resulting from Resident's personal activities. For example, should Resident's negligence be the cause of a fire, Resident may be held responsible for the damage of the property of others, including Landlord's property. A reasonable annual premium for this type of insurance can outweigh the risk of a possible lawsuit that could amount to thousands of dollars or more. Contact an insurance company to receive further information.

    ☐ I/We HAVE Renters Insurance coverage with: Insurance Co. _____ Policy # _____
    ☐ I/We DO NOT HAVE Renters Insurance coverage at this time. I/We assume full personal and financial responsibility for all damages to the Premises caused by family, guest(s) or visitor(s).

    **Renter's Insurance is required if Resident wishes to install a satellite dish or receiving antenna. Resident must maintain such insurance for the benefit of the Landlord throughout the duration of the tenancy, list the Premises as the location of the Resident insured, and list the Landlord as Certificate Holder. Proof of such insurance must be provided to the Landlord/Landlord's Agent upon demand. Failure to comply with this requirement is a material violation of the Lease.**

29. **SUBORDINATION:** This Lease and all rights of Resident arising hereunder are expressly agreed to be subject and subordinate in all respects to the lien of any present or future mortgages which are or may be placed upon the property of Landlord or assigns of Landlord and to all other rights acquired by the holder of any such mortgage(s). As used herein, the term "mortgage" shall include deeds of trust or any similar security interest.

30. **SUCCESSORS IN INTEREST**: If the property is sold or the ownership interest otherwise transferred, the successor in interest of Landlord shall be deemed the assignee of all rights arising hereunder, and shall be entitled to enforce the provisions of this Lease as against Resident(s). Nothing in this provision shall be construed as conflicting or superseding the foregoing subordination or as requiring a continuation of the tenancy in the event of a foreclosure or other involuntary transfer of ownership. If Landlord presents to Resident an Estoppel Certification form, Resident agrees to execute and deliver the form acknowledging that this Lease is unmodified and in full force and effect, or in full force and effect as modified with the consent of Landlord, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the form as submitted by Landlord is true and correct and may be relied upon by any lender or purchaser.

31. **MEGAN'S LAW DATABASE:** Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he/she resides.

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

32. **SMOKE/CARBON MONOXIDE DETECTORS**: Resident acknowledges that the Premises are equipped with functioning smoke detectors and carbon monoxide detectors. Resident agrees not to interfere with the presence or operability of such detection devices. Resident further understands and agrees that Resident is responsible for testing the devices on a monthly basis and is obligated to immediately report to Landlord any defects in the condition of any devices, or malfunctions or failure of any devices. If battery operated, Resident is responsible for changing the detectors' battery as necessary to maintain the detectors' proper functions. **Resident shall not remove the detectors' battery permanently as to render the device inoperable.** Landlord shall inspect as required by statute and Resident shall allow Landlord access to the Premises for that purpose.

33. **MOLD AND MILDEW NOTIFICATION:** Resident acknowledges that it is necessary for Resident to provide appropriate climate control and ventilation to the Premises, to keep the Premises clean, and take other measures to retard and prevent mold, mildew, and fungus from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Premises. Resident also agrees to immediately report to Landlord (i) any evidence of a water leak or excessive moisture in the Premises, as well as in any storage room, garage or other common area; (ii) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction of the heating, ventilation or air conditioning system in the Premises; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as personal injury to Residents and Occupants resulting from Resident's failure to comply with the terms of this paragraph. Resident agrees to indemnify and hold harmless the Landlord from any actions, claims, losses, damages, and expenses, including but not limited to attorney's fees that the Landlord may sustain or incur as a result of the violation of Resident's obligations under this lease or the negligence of the Resident or any guest or other person living in, occupying, or using the Premises. Landlord knows of no damp or wet building materials, and knows of no mold, mildew, or fungus contamination. If Resident notices mold, mildew, or fungus growing in the Premises, Resident agrees to notify Landlord immediately. Any failure to comply with the requirements set forth in this paragraph shall be deemed a material breach of the Lease.

34. **RESIDENTIAL LEASE ADDENDUM-APARTMENT COMMUNITY POLICIES**: Resident acknowledges receipt of a copy of the Residential Lease Addendum-Apartment Community Policies (hereinafter "Lease Addendum"), which are incorporated into and made a part of this Lease. Resident agrees to execute and comply with all rules, policies, and provisions set forth in the Lease Addendum in all respects. Landlord reserves the right to make changes to the Lease Addendum on thirty (30) days' notice and Resident also agrees to comply with any such changes. Any failure to comply with any rule, policy, or provision shall be deemed a breach of this Lease and shall be cause for the service of a three (3)-day notice terminating the tenancy.

35. **PETS:** Pets are not permitted without the prior written consent of Landlord. Any such consent may be revoked at any time, with or without cause on three (3) days' written notice. Except to the extent written permission is given, pets may not be brought in or about the Premises, whether such pets belong to Resident or to any other person. The presence of any pets as to which written permission has not been given and is not currently in force, even if such pets are "just visiting", shall be deemed a material and incurable breach of this Lease and shall be cause for the service of a three (3)-day notice to perform covenants or quit.

    Select One: Pets ☒ ARE ☐ ARE NOT accepted at this property.

    ☒ I/We affirm that NO pets shall be kept on the Premises.
    ☐ I/We presently have a pet and shall execute and comply with the provisions set forth in the attached Pet Agreement Addendum.

36. **PARKING:** During the term of this Lease, Resident shall have the right to park in an authorized parking space assigned by Landlord for parking within the property and shall be assigned parking permits as outlined in the Parking Agreement Addendum, which are incorporated into and made a part of this Lease. Resident understands and agrees that Landlord may change the assigned space at any time for any reason upon twenty-four (24) hours' notice to Resident. Use of any parking space by Resident is at the sole risk of Resident. Landlord shall have no liability to Resident for any damage caused to Resident's person or property as a result of use of a parking space. Vehicles parked in unauthorized areas, or parked in violation of local laws/ordinances are subject to tow at the vehicle owner's expense. Resident agrees to execute and comply with all rules, policies, and provisions set forth in the Parking Agreement Addendum. Any failure to comply shall be deemed a breach of this Lease and shall be cause for the service of a three (3)-day notice to comply with the conditions of the Parking Agreement Addendum, or terminate tenancy.

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

37. **SATELLITE DISH:** On November 20, 1998, the FCC ruled that a resident living in an apartment home can install over-the-air reception devices (satellite dish) inside or on that portion of the leased apartment home and is under their direct possession and control. The FCC ruling also allows the landlord to impose reasonable restrictions relating to the installation and maintenance of satellite dishes for reasons such as safety or to protect from excessive damage to the apartment. To both honor the FCC ruling and to maintain the safety and appearance of the Apartment Community, Landlord requires Resident to notify Landlord of Resident's intent to install a satellite dish/antenna upon the Premises ten (10) or more days prior to the date of installation, and as a condition of installing such equipment, comply with the rules and restrictions set forth in the attached Satellite Dish Addendum which are incorporated into and made a part of this Lease. Residents who install or contract to have installed any satellite dish or antenna without first obtaining prior approval from Landlord and signing the Satellite Dish Addendum shall be in breach of this Lease, and will be charged for any repairs made to the building caused by the unapproved installation of satellite dish/antenna.

38. **LEAD BASED PAINT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, owners must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling and provide Residents a federally approved information pamphlet on lead poisoning prevention.

**OWNER'S DISCLOSURE:**
☒ Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing
☒ Owner has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing

39. **ASBESTOS CONTAINING MATERIAL:** Materials that are classified as Asbestos Containing Materials ☐ HAVE ☒ HAVE NOT (select one) been identified at this property. Identified materials contain greater than 1% asbestos by weight.

**DESCRIPTION AND LOCATION OF ASBESTOS CONTAINING MATERIAL:**

| MATERIAL DESCRIPTION | MATERIAL LOCATION |
|---|---|
| NONE | NONE |

40. **PROPOSITION 65 WARNING:** The Premises as well as the common areas in and around the Apartment Community contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These include, but are not limited to, tobacco, smoke, lead and lead components, asbestos, carbon monoxide and gasoline components. More information can be found at the Office of Environmental Health Hazard Assessment website at www.oehha.ca.gov/prop65.html

41. **INDEMNITY/HOLD HARMLESS:** Resident agrees to indemnify and hold Landlord harmless and to indemnify Landlord for any costs of defense from any claims arising out of any death or injury to any person, or any damage to property, if such injury or damage is caused directly or indirectly by the act, omission, negligence, or fault of Resident or Resident's guests or invitees.

42. **WAIVER:** Landlord's failure on any occasion to require strict compliance with any provision of this Lease or to exercise any rights arising hereunder shall not be deemed a waiver of Landlord's right to subsequently enforce any such provision or to insist upon any such right. The fact that Landlord may have accepted late payment(s) on one or more occasions shall not be deemed a waiver of Landlord's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between Landlord and Resident in the course of tenancy shall be construed to waive or to lessen the right of Landlord to enforce any provision of this Lease.

43. **CREDIT REPORTS:** A negative credit report reflecting on Resident's credit history may be submitted to a credit reporting agency if Resident fails to fulfill the terms of their credit obligations. Resident expressly authorizes Landlord (including a collection agency) to obtain Resident's consumer credit report, which Landlord may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Lease and thereafter.

44. **ADDENDA:** By Initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda (as selected below), copies of which are attached hereto and are incorporated into and made a part of this Lease.

☒ Residential Lease Addendum – Apartment Community Policies
☒ Security Deposit Refund Policy
☒ Bedbug Notification Addendum
☒ Notice of AB 1482 Addendum
☒ Pesticide Disclosure Notice
☒ Mold Information Booklet
☒ Parking Agreement Addendum
☐ Pet Agreement Addendum
☐ Assistive Animal Policy Addendum
☒ Satellite Dish Addendum
☐ Long-Term Guest Addendum
☐ Live-In Aide Policy Addendum
☐ Day Care Addendum
☐ Cosigner Agreement
☐ Other:
☐ Other:

**Resident Initials:** _____ _____ _____ _____ _____
_____ _____ _____ _____ _____

**Agent Initials:** _____

**CM Initials:** _____

45. **TIME IS OF THE ESSENCE**: Time is of the essence with respect to the provisions of this Lease. This provision shall be interpreted in its strictest sense irrespective of the relative hardship to the parties.

46. **ENTIRE AGREEMENT:** This Lease, which includes all addenda attached hereto, sets forth the entire agreement between the parties with respect to the matters set forth herein. It shall not be altered nor modified unless such alteration or modification is in writing and signed by all signatories hereto. No verbal agreements or representations have been made or relied upon by either party or any agent or employee of either party, and neither party nor any agent or employee of either party is entitled to alter any provisions of this Lease by any verbal representations or agreements to be made subsequent to the execution of this Lease. The foregoing notwithstanding, should Resident hold over after the expiration of the Lease term on a month-to-month holdover basis, Landlord may change any provision of this Lease without the consent of Resident in the manner prescribed by California Civil Code § 827.

47. **LEGAL ACTION:** In the event Landlord/Landlord's Agent brings any legal action to enforce any provisions of this agreement or the Residential Landlord/Tenant Act, Landlord/Landlord's Agent shall be entitled to, in addition to all costs, reasonable attorneys' fees.

48. **EMERGENCY CONTACT:** In case of emergency, serious injury or illness, or death of Resident, the following person(s) are authorized to enter the Premises and act as representative for Resident. Resident agrees to hold Landlord harmless from any actions taken by person(s) listed hereunder.

| Name | Address | Daytime Phone | Evening Phone |
|---|---|---|---|
| George Salcido | | (831) 755-4859 | (831) 755-4859 |

49. **SIGNATORIES:** The undersigned Resident(s), whether or not in actual possession of the Premises, are jointly and severally responsible for all obligations arising hereunder. This Lease 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 Lease and may refuse to allow Resident to occupy the Premises at any time prior to signing this Lease. Anything to the contrary in this provision notwithstanding, Resident shall be fully liable for all obligations arising hereunder, and Landlord may enforce the provisions of this Lease as against Resident(s) if, for any reason or by any means, Resident obtains occupancy to the Premises before such time as this Lease has been signed by Landlord or Landlord's authorized Agent.

**I/We have read, understand, and agree to comply with the above terms and conditions as set forth in this Residential Lease Agreement.**

| | | |
|---|---|---|
| County of Monterey on beh of Natividad Medical CenteDate | Date | Date |
| Date | Date | Date |
| Date | Date | Date |

Landlord's Agent Date

Community Manager Date

Reviewed and approved as to form.

Stacy L Saetta

Chief Deputy County Counsel, 1/6/2023

Reviewed and approved as to fiscal provisions.

Jennifer Forsyth

Auditor-Controller Analyst II, 1/6/2023

StoneBridge

*1701 Independence Blvd*
*Salinas, CA 93906*
*PH: (831) 443-3536 / Fax (831) 449-9126*
*residential@stonebridge-homes.com*

# RESIDENTIAL LEASE ADDENDUM-
# APARTMENT COMMUNITY POLICIES

This Residential Lease Addendum (hereinafter "Policies" and/or "Rules"), are incorporated into and made a part of the Residential Lease Agreement dated **February 01, 2023** between Landlord and Lessee(s) for the premises located at **1757 Independence Blvd. #204, Salinas, CA 93906**. Resident agrees to comply by said Rules in all respects. Any Rule may be changed on thirty (30) days' notice and Resident agrees to comply with any such new provisions. Any failure to comply with the Rules shall be deemed a breach of this Lease.

1. **TRANSFERS:** Resident shall be allowed transfer to another unit within the Lease Term only after the initial six (6) months of the term has elapsed. Transfer requests shall be reviewed on a case-by-case basis and is subject to Landlord's prior written approval. In addition, Resident must comply with the following provisions:
   a. A request for transfer must be given to Landlord in writing.
   b. Resident must be in good standing, with positive payment history (i.e., no late or dishonored payments and no delinquent/outstanding balances owed) and no Lease violations or breaches. All outstanding balances must be paid in full prior to transfer.
   c. Resident must enter into a new Lease with a minimum twelve (12) month Lease term.
   d. Resident must pay a security deposit prior to taking possession of the transfer unit, the sum of which shall be determined prior to entering into a new Lease. This does not relieve or relinquish Resident's obligations regarding the return of the Premises in good and clean condition and repair, nor Resident's responsibility of satisfying all the prerequisite conditions as provided in the Security Deposit Refund Policy.
   e. Should Resident decide not to commence transfer occupancy following the termination of Resident's existing Lease, Landlord shall consider such termination to be an early termination of the existing Lease and Resident shall be subject to payback of any and all concessions, pursuant to paragraphs 1(c) and 1(g) of the Lease.

2. **LIMITED ACCESS GATES:** In the event that Landlord has furnished, or in the future shall furnish, a limited access gate(s) on the property, the existence of such gate(s) shall be for the sole purpose of protecting the property and not for the security of residents, occupants and guests. Any benefit that a resident, occupant or guest may receive from such gate(s) is or shall be incidental. Landlord may remove the gate(s) at any time and shall have no liability with respect to the existence or proper functioning of the gate(s). Resident shall, however, be responsible for the cost of repairing any damage to the gate(s) caused by Resident or Resident's occupants or guests. All remote controls and/or gate cards will be deactivated upon Resident's move out, and such remote controls and gate cards shall be returned to Landlord. Resident agrees to accept sole responsibility and use of the remote control and/or gate cards. Resident agrees that, if it becomes known that Resident is not in possession of the remote control and/or gate card or being used by person(s) other than Resident or Resident's occupants, without Landlord's prior knowledge, Landlord shall deactivate the remote control and/or gate card. Resident must notify Landlord, in writing, twenty-four (24) hours in advance if person(s) other than Resident or Resident's occupants will be in possession of the remote control and/or gate card.

   **Precautions when using vehicle gates:**
   a. Always approach entry and exit gates with caution and at a very slow rate of speed.
   b. Never stop your vehicle where the gate can hit your vehicle as the gate opens or closes.
   c. Never follow another vehicle into an open gate. Always use your access device or the keypad to gain entry.
   d. Never force the gate open with your vehicle.
   e. Never get out of your vehicle while the gates are opening or closing.
   f. Contact property personnel for assistance if you are using the gates with a trailer. The length and width of the trailer may cause problems with the safety loop detector and could cause damage.
   g. Do not operate the gate if there are small children nearby who may get injured while the gate is in operation.
   h. Contact Landlord immediately if you lose your access device or forget your keypad number.
   i. Do not give your access device or keypad number to a non-resident/non-occupant.
   j. Inform Landlord immediately of any telephone number changes.

3. **ACCESS CARDS, TRANSMITTERS AND KEYS:** Resident is responsible for all issued access cards, transmitters, and keys used for access to the Premises, Apartment Community and/or the Apartment Community facilities. Resident is responsible for notifying Landlord immediately if access card(s), transmitter(s) and/or key(s) are lost or stolen. Resident shall be charged for each lost, stolen, or unreturned access card/transmitter/key upon vacating Premises at a cost of **$100.00**. Resident understands that if any of the facilities or privileges is abused, Resident's access device(s) may be confiscated and not returned. Abuse of facilities include, but are not limited to:
   a. Leaving a gate or door propped open to allow others without an access device to enter
   b. Possession or consumption of alcoholic beverages within the facility

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

c. Vandalism of any kind
d. Tampering with any of the security systems

Transmitter(s) issued: 1. 2.

4. **WAIVER OF WARRANTIES: RESIDENT HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GATE(S) OR THE ALARM SYSTEM. RESIDENT HEREBY ACKNOWLEDGES THAT THE OWNER DOES NOT EXPRESSLY OR IMPLIEDLY GUARANTY OR WARRANT THAT ANY PATROL SERVICE, GATE(S), ALARM SYSTEM OR OTHER SECURITY DEVICE WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES WHICH A PATROL SERVICE, ANY GATE(S), ALARM SYSTEM OR OTHER SECURITY DEVICE MAY BE DESIGNATED TO HELP AVERT OR PREVENT.**

5. **APARTMENT SECURITY ACKNOWLEDGEMENT:** Resident agrees to inspect the leased Premises and shall determine, to Resident's satisfaction, that the smoke detectors, carbon monoxide detectors, door locks and latches and other security devices in the Premises are adequate and in good working order. Resident agrees to inspect and test such devices on a monthly basis and give Landlord prompt notice if any such devices require repair and/or replacement. Resident understands that Landlord shall inspect all security mechanisms and devices on or before move in. Resident understands that operation of such devices is Resident's responsibility and shall not be inspected again by Landlord unless requested in writing by Resident.

   Resident understands that Landlord encourages Resident to (a) get to know his/her neighbors, (b) always lock apartment door while inside the apartment and when leaving the apartment, (c) keep windows and/or screens securely latched, (d) not walk around the property alone at night, and (e) maintain insurance coverage for own person and personal property.

   If a crime is suspected or is occurring, Resident must contact the local law enforcement authorities immediately. After first notifying the local law enforcement authorities, Resident should contact Landlord/Landlord's Agent or Landlord's dedicated answering service. Resident is aware that Landlord may engage a patrol service for the sole purpose of protecting the property and not for the Resident's security or the security of Resident's guest(s). Resident agrees that Landlord may alter or cancel any patrol service without notice and that neither Landlord nor Landlord's Agent has any obligation or liability for the acts or omissions of any patrol service or agent of such patrol service which may be engaged by or on behalf of Landlord. **Any benefit Resident receives from the patrol service is purely incidental.**

   Keys to the Premises are the exclusive property of Landlord. In the event that any keys to the Premises are lost or stolen, Resident shall be liable for the entire cost of all lock replacements, at the discretion of Landlord, as required for the security of the Premises and its Occupants. Upon request and for a reasonable charge, Landlord shall re-key Resident's door locks and/or install a deadbolt lock night latch, door viewer (peephole) and pin lock or safety bar for sliding glass doors. Only Landlord may install such devices, and such devices must remain when Resident moves out.

6. **PATIOS, BALCONIES AND STORAGE AREAS:** To preserve the aesthetic beauty of the Apartment Community, Landlord requires all patios, balconies, stairs and landings to be kept neat, clean, and accessible. Only furniture manufactured for the use as patio furniture may be used on patios, and must be size-proportionate to patio. No materials may be stored in stairwells, common areas, or other public areas. **No flammable materials may be stored or used in the patio or balcony area at any time.** If a patio or balcony appears to be, in Landlord's judgment, unacceptable in appearance, Resident agrees to immediately remove items as required by Landlord. Items may not be stored in flowerbeds. The installation of screens, including but not limited to, decorative screens, room dividers, and privacy screens, are not permitted without Landlord's prior **written** approval.

7. **APARTMENT HOME, ENTRANCES, AND COMMUNITY GROUNDS:**
   a. **Windows:** No blinds, screens, shades or curtains (other than furnished by Landlord) shall be attached or hung without prior written permission from Landlord. Positively NO FOIL shall be placed on windows. Resident must close all doors and windows when necessary to avoid possible damage from rain or other elements.
   b. **Buildings:** No ropes, wires, aerials or antennae for radio or TV shall be installed on the roof, decks or other parts of the building, unless approved in accordance with the Satellite Dish Addendum.
   c. **Grounds:** Bicycles and personal miscellaneous items must be stored when not in active use. All items found unattended will be collected by Landlord and stored. Items not claimed within ten (10) days will be donated, or otherwise disposed. Flowers, plants, trees, etc, shall not be planted without prior permission from Landlord. Bicycles, skateboards, scooters, and roller blades/skates may not be ridden as to obstruct traffic or cause damage to vehicles.
   d. **Garbage and Recycling:** Furniture items, mattresses, and items too large to fit in the dumpster are not to be disposed in the dumpsters (a fee shall be imposed to properly dispose of such items). Resident must dispose of trash and other waste in a clean and

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

sanitary manner. Recycling bins are for recyclable materials only. If Landlord provides Cardboard-Only bins, Resident shall ensure that large boxes are broken apart before being placed in the cardboard bin. Resident shall not dispose of any flammable liquids, rags or other items soaked with flammable liquids or any other hazardous material in trash containers or bins. Directions must be followed for disposing of materials other than those specified on sign.

e. **Community Modifications:** Landlord reserves the right, upon reasonable notice to Resident, to make such further rules and policies that, in its judgment, may be needed for safety and preservation of good order.

f. **Lost and Found:** Found items are often turned in by Residents or property/service personnel. Landlord shall not be responsible for any found items. Inquire about lost items with Landlord.

8. **RECREATIONAL FACILITIES:** The phrase "facilities" refers to all facilities within the Apartment Community, including, but not limited to, fitness centers, business centers, recreational rooms, swimming pools/spa, sport courts, picnic areas, and play areas. Person(s) using the facilities do so at their own risk. Due to high usage, unless otherwise noted, a maximum of two (2) guests per household are allowed at any facility at any time, provided said facility is not at or near person capacity. Residents must accompany guest(s) **at all times** while using any facility. Residents are responsible for any damage caused by guest(s). **Landlord reserves the right to revoke or refuse use of any facility to any person at any time.**

**This Apartment Community affords the following facilities (SELECT ONLY BOXES THAT APPLY):**

a. ☒ **POOL/SPA**: The pool/spa is reserved exclusively for the use and enjoyment of Residents and their guest(s). To preserve a pleasant atmosphere, Residents are asked to keep the pool/spa and pool areas clean and safe, and to comply with the policies posted in the pool area, other policies implemented by Landlord, and the following rules and policies outlined hereunder, which may be revised from time to time:

**Pool Safety:**

1. **NO LIFEGUARD IS ON DUTY.** Swim at your own risk. For your safety, do not swim alone. Landlord assumes no responsibility for accidents or injuries.
2. **NO DIVING IS ALLOWED.**
3. No climbing on the fence, gate or surrounding structures in an effort to enter the pool area.
4. Children must be supervised by a "suitable" person aged fifteen (15) years or older.
5. In case of emergency, dial 911.

**Guests:**

1. **No more than two (2) guests per household are allowed.**
2. Resident must register guest(s) with Landlord before using the pool/spa.
3. Resident must be responsible for the conduct of guest(s).

**Pool Use and Behavior:**

1. Pets are not allowed in the pool/spa area.
2. Smoking is not permitted in the pool/spa area.
3. No one under the influence of drugs or alcohol is allowed in the pool enclosures.
4. Showering is required prior to entering the pool. Rinse off any oil and lotion from person before entering the pool and take care to prevent loose hair or other hair accessories from entering the pool.
5. Only proper swimming attire is allowed. A swimsuit "cover up" should be worn to and from the pool. **Cut-offs, street clothing or shoes may not be worn in the pool**. Children who are not toilet-trained must wear a diaper specifically made for swimming. Plastic pants used over a regular diaper are not allowed.
6. Persons in wet attire are not permitted in the recreation room or clubhouse. Dry off thoroughly before entering either facility.
7. Recreational flotation devices are prohibited.
8. Protect the pool furniture from suntan lotions and oils by using towels.
9. Protect personal belongings. Landlord assumes no responsibility for articles lost, damaged or stolen.
10. Use plastic or paper containers only. Glass is not permitted. Food and alcoholic beverages are not allowed in the pool area. Coolers or ice chests are not permitted in the pool/spa area.
11. No running, pushing, diving, horseplay or roughhousing is permitted in the pool enclosure at any time.
12. Refrain from playing loud music in the pool area.
13. No abusive or profane language will be tolerated nor will any breach of the peace or any disturbance of another person's right to the peaceful enjoyment of the facility be tolerated. Any person may be barred from the pool or pool area at the discretion of the Landlord for a violation of these policies or for any other reason which appears justified by Landlord.

**Pool Use Hours:**

1. Pool is open from 8:00 a.m. to 10:00 p.m. Any person found using the pool when closed is subject to eviction from the pool area. Landlord reserves the right to revoke use privileges for repeat offenders.

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

2. Landlord may close the pool at any time to make needed repairs, to clean and balance chemicals, or in response to inclement weather.

**Spa:**

1. Elderly persons, pregnant women, and those with health conditions requiring medical care should consult a physician prior to entering the spa. Children must be supervised by a "suitable" person. No food or alcoholic beverages are allowed in the spa area.

b. ☒ **TENNIS COURT:** Resident must register guest(s) with Landlord prior to using the tennis court. No food or drink is permitted in the court area at any time. Only tennis balls may be used in the court area. **No bicycles, skateboards, or roller skates are allowed. Court hours are 8:00 a.m. – 10:00 p.m. daily.**

c. ☒ **FITNESS CENTER:** The Fitness Center is open daily and is provided for Resident's use and enjoyment. The right to such enjoyment and use, however, is a license only and is subject to Resident's complying with the rules and policies pertaining to the Fitness Center. Such license may be revoked, modified or limited at any time by Landlord without prior notice to Resident. Such license shall be automatically revoked upon the expiration or termination of the Residential Lease Agreement. Any breach of the rules and policies officially made known hereunder shall be a material violation of the Residential Lease Agreement. Resident shall comply with the following rules and policies, as well as any posted by Landlord in the Fitness Center.

**Fitness Center Rules and Policies:**

1. **Due to limited space, only one (1) guest per household is allowed.**
2. Smoking, eating, alcoholic beverages, and pets are prohibited.
3. No food is allowed. Only bottled drinks with a secure lid are acceptable.
4. Resident agrees to use equipment in accordance with manufacturer's guidelines, and only for its' intended purpose.
5. Resident agrees to wear appropriate athletic clothing while using the Fitness Center.
6. Resident assumes all responsibility for, and all risk of, damage or injury that may occur to Resident or Resident's guest while using any of the equipment or participating in any aerobic or exercise class or program in the Fitness Center. Landlord assumes no responsibility for lost, damaged, or stolen articles and personal belongings.
7. Resident shall inspect carefully each piece of equipment prior to use and shall refrain from using any equipment which Resident believes is functioning improperly or is damaged or appears dangerous.
8. Resident shall report to Landlord immediately any equipment that is not functioning properly, is damaged, or appears dangerous as well as any other person's use that appears to be dangerous or in violation of Landlord's rules and policies.
9. Resident shall consult a physician before using any equipment in the Fitness center and before participating in any aerobic or exercise class. Resident will refrain from using such equipment and participating in such classes unless such use or participation has been approved by Resident's physician.
10. Resident shall keep the Fitness Center locked at all times during Resident's visit to the Fitness Center.
11. No loitering allowed.

d. ☒ **PLAYGROUND/TOT LOT:** The playground or tot lot must be used with care. Any equipment damage or malfunction must be reported to Landlord immediately. Resident shall refrain from creating or allowing to be created noise that is disturbing to other Residents. Children must be supervised at all times by a "suitable" person while using the playground or tot lot. Landlord assumes no responsibility for accident or injury.

9. **GRILLS: Only electric grills are allowed for use, and shall not be used anywhere except on patios or balconies only.** Charcoal grills, pellet grills or other open-flame cooking devices, electric smokers, propane gas grills, or liquefied petroleum gas fueled cooking devices (or other flammable liquid) are absolutely prohibited to be brought in or about the Premises and anywhere on the property. Resident agrees to comply with all applicable ordinances, regulations and laws governing grills and storage of combustibles. Resident shall be liable to Landlord for all damages and expenses incurred by or in connection with the grill, and shall indemnify and hold Landlord harmless for any and all damages or costs in connection with the grill. Resident understands that, if found to be in violation of any of the foregoing, Landlord may revoke permission to keep and operate a grill. Furthermore, in consideration of Landlord's permission for the use of a grill, Resident agrees to store, maintain, and operate the grill in a safe and responsible manner, and to take the following precautions before, during, and after the operation of a grill.

Before the operation of a grill:

a. Make sure the grill is in good working condition. Visually inspect the cord, plug, and all connections and heating elements for damage and wear before operation. If the grill is broken or malfunctioning, replace or repair prior to operation.

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

b. Set up the grill in a safe place, away from shrubs, branches, overhangs, eaves, awnings, furniture and other combustible or flammable materials. Make sure the grill is stable, on a firm, level surface so it does not tip over.
c. **Never use the grill indoors, or in a garage, even if the door is open.** Though electric grills emit less smoke than charcoal or gas grills, smoke still has carbon dioxide that is dangerous if produced in poorly ventilated areas and can be harmful or fatal to persons.
d. Do not use an electric grill in the rain.
e. Before plugging an electric grill, turn control knob(s) to OFF position.

During the operation of a grill:
a. Keep the grill three (3) feet away from the walls, siding, doors and windows of the building while in use. Do not attempt to move a grill that is in use.
b. Stay by the grill while in use and still hot. Keep children away from the grill. Do not leave the grill unattended.
c. Use appropriate grilling tools and heat-resistant mitts.
d. Never immerse or expose cords, plug, or heating element in water or other liquid. Electrical cords should always be secured during operation to protect against product damage or personal injury.
e. To prevent risk of shock, electric grills should be connected to a ground fault interrupter (GFI) outlet in accordance with local codes.
f. Have a fire extinguisher (ABC type) or a bucket of water nearby in case of fire. In case of emergency, dial 911.

After the operation of a grill:
a. Before unplugging an electric grill, turn control knob(s) to OFF position.
b. Clean the grill after use (remove accumulated fat or grease, food fragments, sauces and marinades, etc.).
c. Leave grill unplugged when not in use.

10. **UNLAWFUL ACTIVITIES:** Resident, any member of Resident's household or guest(s), or other person(s) under Resident's control shall not engage in or facilitate any criminal activity on or near the Premises and on or near the Apartment Community, including but not limited to, violent criminal activity, drug related criminal activity, acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, use the Premises or permit the use of the Premises by a person for an unlawful purpose as described in paragraph (4) of § 1161 of the Code of Civil Procedure, or engage in any criminal activity or criminal threat that is directed at any owner, Landlord, or agent of the owner or Landlord. "Violent criminal activity" is defined herein as any felonious criminal activity that has, as one of its elements, the use, or attempted use of physical force against the person or property of another. "Drug related criminal activity" is defined herein as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substance Act {21 U.S.C. 802}). **A single violation of any of these provisions shall be deemed a serious and material violation of this Lease. Resident understands and agrees that a single violation shall be just cause for termination of this Lease Agreement.** Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law. This Residential Lease Addendum is incorporated into the Residential Lease Agreement between Landlord and the undersigned.

11. **SERVICE REQUESTS:** Resident shall make a written request to Landlord regarding any items requiring repair, such as locks, lighting (bulbs, fixtures, or switches), smoke/carbon monoxide detectors, appliances, and heating systems, as soon after the repair is noted as is practicable. Resident must promptly notify Landlord of any water leaks or drips, or water fixtures that do not shut off properly or are malfunctioning, or any other problems with the water system to minimize inconvenience and property damage. Residents shall be charged for repairs or damages caused by Resident's negligence or abuse. When placing a service request, if Resident fails to provide verbal or written permission for Landlord to enter the Premises, Landlord shall make every effort to contact Resident to obtain such permission; however, if such permission is not obtained by Landlord due to incorrect or incomplete information provided by Resident or lack of response by Resident, Landlord shall cancel such service request and Resident can be held responsible for any damages that may occur.

12. **EXTERMINATING:** In the event that any exterminating actions must be taken upon the Premises or the Apartment Community, Resident shall receive notice stating when the service will be performed several days prior to the scheduled treatment date. Resident agrees to comply with all requirements of the exterminating process (i.e., removing items from kitchen cabinets and drawers). At such time as services are rendered necessary, Resident shall receive specific instructions in the preparation for the service. If Resident is unprepared for the scheduled treatment date, the treatment service will be canceled. This procedure may be an inconvenience to Resident; however, it has been proven to work effectively against infestation. If Resident feels the conditions in the Premises warrant extermination services, Resident should submit a service request to Landlord. Exterminating service is generally done once a week in common areas and exteriors. By initialing as provided in Paragraph 44 (Addenda) of the Residential Lease Agreement, Resident acknowledges receipt of a copy of the Pesticide Disclosure Notice in accordance with Civil Code §1940.8.

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

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13. **FIREPLACES:** Fireplaces are gas only. Do not attempt to burn any material in the fireplace. Do not clean the fireplace glass with any chemical cleaners. In such instances that the exterior glass is in need of cleaning, use a solution of equal parts water and vinegar. Using chemicals to clean glass may cause breakage and Resident shall be held responsible for such damage. Because granite and/or the glass enclosure of the fireplace are heat-conducting materials, when in use, these materials may become extremely hot. Resident acknowledges that the operation and use of the fireplace is at Resident's sole risk. Resident shall not hold Landlord liable for any injuries or personal damage that may occur during use of the fireplace. Resident agrees to take all safety precautions when using the fireplace. By submitting a request to Landlord in writing, Resident has the option of having the gas supply to the fireplace shut off at any time during their residency.

14. **FIRE SAFETY:** In order to comply with various City ordinances, the following applies:
    a. No person shall knowingly maintain a fire hazard. The Fire Marshall has deemed that use of outdoor cooking devices in near proximity to combustible material, tall grass and weeds, exterior walls or on roofs, indoors, on balconies or other locations which may cause a fire to start, as being a fire hazard.
    b. No person shall operate a stove, oven or barbecue pit upon any lot or premises outside of a building or enclosure, near exits, stairways or areas normally used for the egress of people.
    c. No fireworks, firepits, or outdoor gas heaters shall be kept or allowed in or about the Premises, including any indoor or outdoor common areas.
    d. No person shall block, impede or obstruct any aisle, passageway, hallway or stairway leading to or from an entrance or exit.
    e. The parking of motorcycles and any apparatus/engine using flammable or combustible substances, such as fuel, is prohibited.
    f. The storage of any flammable or combustible materials near grills or gas tanks, in or near breezeways, stairways or stairwells, exits, in apartments, or areas normally used for the ingress or egress of people is prohibited.
    g. No person shall dispose of any flammable liquids, rags or other items soaked with flammable liquids or any other hazardous material into trash containers or bins.
    h. Violations of local fire protection codes could result in substantial fines to Resident.

15. **CONDUCT, NUISANCE AND QUIET ENJOYMENT:** All Residents are responsible for their own conduct, and that of their occupants and guests. 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 Premises or neighboring property. Any such action may result in the immediate termination of this Lease Agreement as provided herein and by law. Resident shall refrain from creating, or allowing to be created, any noise that is disturbing to other residents. Resident is responsible for compliance with any local noise ordinances.

**I/We have read, understand and agree to comply with the preceding provisions.**

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| County of Monterey on beh of Natividad Medical CenteDate | Date | Date |
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| Date | Date | Date |

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| Landlord's Agent | Date |
| Community Manager | Date |

StoneBridge

*1701 Independence Blvd*
*Salinas, CA 93906*
*PH: (831) 443-3536 / Fax (831) 449-9126*
*residential@stonebridge-homes.com*

# SECURITY DEPOSIT REFUND POLICY

Premises: **1757 Independence Blvd. #204, Salinas, CA 93906** Lease Date: **February 01, 2023**

Refund of the Security Deposit is subject to the following conditions:

1. All keys are returned to Landlord. Failure to return all keys may not relinquish rent obligation for vacating Premises on authorized date following the expiration of the Lease term. **If keys are not returned by 5:00 p.m. on the scheduled move out date, rent shall accrue at the prorated daily rate for holding over.**
2. All rents owed for the remaining term of the Lease are fully paid, and no delinquent fees or charges exist.
3. Premises must be left in the same condition as it was received and no damage exists beyond normal wear and tear. Dirt is not considered normal wear and tear.
4. Entire Premises, including but not limited to, range, hood, refrigerator, bathrooms, closets, cupboards, walls, floors, blinds, and windows are clean. If tenancy is less than one (1) year at time Premises is vacated, carpets must be cleaned by a licensed professional, and Resident shall submit receipt of payment for the carpet cleaning services to Landlord.
5. All debris, garbage, and recyclable materials must be disposed of in their proper containers. Any furniture, mattresses, or other bulky items must be disposed by Resident at Resident's cost.
6. A forwarding address is provided to Landlord at time Premises is vacated.

If the prerequisite conditions are not met, the costs of all labor and materials for cleaning, repairs and replacements of property shall be deducted from the Security Deposit. Any delinquent payments shall also be deducted. **Any remaining portion of the Security Deposit shall be returned via check and mailed from the Corporate Office to the forwarding address provided by Resident no later than 21 calendar days after Landlord has regained possession of the Premises. The check is made out jointly to all Residents named on the Residential Lease Agreement. If Landlord chooses to make the refund payable to any of the Residents individually, in legal contemplation the payment shall be deemed to have been made to all Residents, and Landlord shall have no liability to any one or group of Residents for failure of any Resident to equitably divide such refund.** If Resident transfers to another unit, any remaining portion of the Security Deposit shall be automatically deposited into the transfer unit.

Because Resident and Landlord do not always agree on what is considered "normal wear and tear", the following guidelines shall apply:

1. Newly painted surfaces are typically satisfactory for at least two (2) years. Therefore, the following guidelines shall be in effect:
   a) Units needing paint after two (2) years' tenancy: No charge to Resident
   b) Units needing paint between one (1) and two (2) years' tenancy: Half the cost of repainting charged to Resident
   c) Units needing paint sooner than one (1) year's tenancy: Full cost of repainting charged to Resident
2. Carpet cleaning must be done with care so as not to shrink the carpet, or damage the fiber with excessive water, or leave excessive soap residue. Carpet must not be cleaned more than two (2) times per year so as not to shorten the life of the carpet. To avoid damage to the carpet, Resident should inquire with Landlord about contract rates available through professional cleaners. For carpets cleaned by a licensed professional, an original paid receipt for work done on behalf of Resident must be made available to Landlord upon vacating.
3. After cleaning the Premises, Resident should have the Landlord examine the Premises so that any problems identified can be rectified, if time allows. Remember that "clean" means thoroughly clean and sanitized.

**I/We have read, understand and agree to the above guidelines.**

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| County of Monterey on beh of Natividad Medical CenteDate | Date | Date |
| Date | Date | Date |
| Date | Date | Date |

Landlord's Agent Date

Community Manager Date

StoneBridge

*1701 Independence Blvd*
*Salinas, CA 93906*
*PH: (831) 443-3536 / Fax (831) 449-9126*
*residential@stonebridge-homes.com*

# BEDBUG NOTIFICATION ADDENDUM

This Bedbug Notification Addendum is attached to and made a part of the Residential Lease Agreement dated **February 01, 2023** by and between the Lessor **1701 Independence, LLC** (hereinafter "Landlord"), and the Lessee(s) (hereinafter referred to collectively as "Resident"), for the premises located at **1757 Independence Blvd. #204, Salinas, CA 93906** in Monterey County (hereinafter "Premises"):

**County of Monterey on behalf of Natividad Medical Center** (Lessee)

Landlord has inspected the Premises prior to lease and knows of no bedbug infestation. In cooperation, Resident shall not bring onto the Premises personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of Resident's guests. Early detection and prompt, effective action is critical to prevent bed bugs from becoming a problem in our Apartment Community and buildings. The following are guidelines to help recognize and deal with bed bug outbreaks and to minimize future bed bug problems.

1. **Prompt Reporting**
   - **If you find or suspect a bed bug infestation, please contact and notify Landlord as soon as possible. Please do not wait.** Bed bugs can rapidly multiply and spread from unit to unit. Attempting to throw out items in order to get rid of bed bugs may not help control the problem. Immediate reporting and cooperation is critical.
   - If a suspected bed bug infestation is reported, Residents are required under the law to cooperate with the inspection to facilitate the detection and treatment of bed bugs, including permitting entry to inspect and conduct follow up inspections to the unit and surrounding units until bed bugs are eliminated.

2. **Identifying and Detecting Bed Bugs**
   - Appearance and Biology: Bed bugs are small, wingless, and have six legs. Young bed bugs almost have no color and are about 1/16" in length. Adult bed bugs have flat bodies, are rusty red in color and about 1/4" to 3/8" in length. An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
   - Behavior: Bed bugs do not jump or fly, but they can crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they try to stay hidden. They tend to congregate together in cracks and crevices near where humans or pets sleep or rest. They live in furniture, as well as electronic devices, such as alarm clocks and radios. Bed bugs usually feed at night, and they can survive several months without feeding.
   - Signs and Symptoms of a possible bed bug infestation include:
     a. Molted or shed skins, white sticky eggs, or empty eggshells or casings.
     b. Red or rusty fecal/blood spots or stains on mattresses, box springs, bedding, walls, or upholstered furniture.
     c. A characteristically sweet, musty odor in severe or heavily infested areas.
     d. Although bed bugs are not known to transmit disease, their bites can cause red, itchy welts or rashes on the skin, especially on the legs, arms, and other body parts exposed while sleeping. A person's reaction to insect bites is an immune response and therefore varies from person to person. Some people may suffer allergic reactions and develop painful swelling, while some may show no evidence of being bitten.
   - Additional Information can be found at the U.S. Environmental Protection Agency and National Pest Management Association websites.
     - http://www2.epa.gov/bedbugs
     - http://www.pestworld.org/all-things-bed-bugs

**Resident Initials:** _____ _____ _____ _____ _____

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**Agent Initials:** _____

**CM Initials:** _____

3. **Control and Treatment of Bed Bugs**

- Resident shall cooperate fully with Landlord and the qualified Pest Control Operator (PCO) with the inspection and treatment of bed bugs, including allowing entry to inspect the Premises and providing information that is necessary to facilitate treatment.
- Prior to the treatment, Resident shall receive written notice stating when the treatment shall be performed and specific instructions on how to prepare properly for the treatment.
- Resident shall comply with all preparation responsibilities, including the management of their belongings such as clothing and personal furnishings, or vacating the Premises if required by the PCO for treatment purposes. If Resident is unable to adequately prepare, Resident must notify Landlord at least one (1) business day prior to the scheduled PCO visit.
- Successful control of bed bugs may require multiple visits by the PCO, including the inspection of and service in adjacent units.
- If the PCO determines that it is necessary to dispose of infested items, the items must be securely sealed in a bag and clearly labeled as being infested with bed bugs prior to disposal.
- Residents whose units were inspected by the PCO shall be notified in writing of the PCO's findings within two (2) business days of receipt of the PCO's findings.

4. **Preventing Bed Bugs**

- Reduce clutter in your home to reduce hiding places for bed bugs.
- Vacuum frequently and launder bedding and clothing regularly.
- Bed bugs are excellent "hitchhikers", so be extra careful when traveling or visiting another home. Inspect your clothing, luggage, backpack, shoes, and belongings for signs of bed bugs *before* you enter your apartment.
- After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs, and seal bedding in plastic bags until they can be thoroughly washed and dried on high heat.
- Avoid using second-hand, used, or reconditioned furnishings, appliances, or electronics that have not been thoroughly inspected for the presence of bed bugs prior to bringing them home. Never accept an item that shows signs of bed bugs. Never take discarded items from the curbside.
- Use a protective encasement cover for your mattress or box spring, and inspect it regularly for tears or holes.

**I/We acknowledge having read and understood the foregoing.**

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| County of Monterey on beh of Natividad Medical CenteDate | Date | Date |
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# NOTICE OF AB 1482 ADDENDUM

This Notice of AB 1482 Addendum is attached to and made a part of the Residential Lease Agreement dated **February 01, 2023** by and between the Lessor **1701 Independence, LLC** (hereinafter "Landlord"), and the Lessee(s) (hereinafter referred to collectively as "Resident"), for the premises located at **1757 Independence Blvd. #204, Salinas, CA 93906** in Monterey County (hereinafter "Premises"):

**County of Monterey on behalf of Natividad Medical Center** (Lessee)

The following disclosure is required by law.

**California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all the residents have continuously and lawfully occupied the Premises for twelve (12) months or more, or at least one (1) of the residents has continuously and lawfully occupied the Premises for twenty-four (24) months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information. "Just cause" to terminate the tenancy includes termination "if the Owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property."**

☒ Premises is subject to AB 1482 rent caps and just cause as provided in Civil Code § 1947.12 and 1946.2. The above disclosure is required by law.

☐ Premises will become subject to AB 1482 rent caps and just cause on  and the above disclosure is required by law on that date. Premises was issued a certificate of occupancy within the last fifteen (15) years and is therefore exempt from AB 1482 rent caps and just cause under the New Construction Exemption.

**I/We acknowledge having read and understood the foregoing.**

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| County of Monterey on beh of Natividad Medical CenteDate | Date | Date |
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| Date | Date | Date |

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|---|---|
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# PARKING AGREEMENT ADDENDUM

This Parking Agreement Addendum is attached to and made a part of the Residential Lease Agreement dated **February 01, 2023** by and between the Lessor **1701 Independence, LLC** (hereinafter "Landlord"), and the Lessee(s) (hereinafter referred to collectively as "Resident"), for the premises located at **1757 Independence Blvd. #204, Salinas, CA 93906** in Monterey County (hereinafter "Premises"):

**County of Monterey on behalf of Natividad Medical Center** (Lessee)

Landlord reserves the right to enforce any provision of this Parking Agreement Addendum or to exercise any rights arising hereunder despite Landlord's failure on any occasion to require strict compliance with any provision of this addendum. No custom or practice which may develop between Landlord and Resident in the course of tenancy shall be construed to waive or to lessen the right of Landlord to enforce any provision of this addendum. Resident agrees to comply with the following policies, terms, conditions, and covenants:

1. Resident shall have the right to park in one (1) assigned covered parking space(s), and zero (0) other unmarked/uncovered parking space within the property (Check All That Apply):

   ☒ Use of the following assigned parking space(s) is included in the rent paid under the Lease: **96**

   ☐ Use of assigned parking space shall be for a period of beginning and ending on . Charge for such assigned parking space shall be **$0.00 per month**. This amount is due on the same day as the rent for the Premises, and must be paid using the same forms of payment allowed under the Lease.

   Regardless of which option is selected above, termination of the Lease by either party or by operation of law will also terminate this Parking Agreement Addendum, with the same effective date. Resident shall remove all personal property from the parking space(s) prior to returning possession of the Premises. Resident agrees that any personal property left behind in the parking space(s) after possession has been returned, has been abandoned and may be disposed of by Landlord and reasonable expenses charged back to Resident. Any abandoned vehicles will be disposed of in accordance with California law.

   Only one authorized passenger vehicle or motorcycle may be parked in each space. The assigned space(s) may not be sublet or assigned by Resident. Resident may not switch spaces with any other resident in the Apartment Community without prior written permission of Landlord. Resident understands that Landlord may change the assigned parking space at any time for any reason upon twenty-four (24) hours' notice to Resident.

2. Resident shall be given the following parking permits: 1. Permit # **394** 2. Permit # **395** 3. Permit #

   Resident is responsible for notifying Landlord immediately if parking permit(s) are lost or stolen, and is responsible for its' replacement at a replacement cost of **$100.00**.

   Only vehicles with a valid Landlord-issued parking permit may park within the property. No guest or visitor parking is allowed within the property due to limited space. Resident shall ensure that guests or visitors park outside the property. Parking permits must be prominently displayed at all times while parked within the property, hanging from the vehicle's rear view mirror. Vehicles without a visible permit may be subject to tow at vehicle owner's expense. Landlord shall not be held responsible and shall not be liable to Resident or to guests or visitors of Resident for any damage, loss or costs incurred arising from a vehicle being towed due to an absent or improperly displayed parking permit.

3. All vehicles parked in a reserved or assigned parking space must be currently registered, licensed and in good operating condition. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Disabled or Non-operative vehicles are not allowed to be stored in the parking areas, or anywhere on the property.

4. Resident may not use any parking space for trailers or similar non-passenger vehicles, campers, boats, busses, recreational vehicles, trucks over 2 tons, or to be used for storage without the prior written authorization from Landlord. It may not be used for living, sleeping, construction, growing plants or any other activity. No business activity is allowed in the parking space, including "garage sales". Resident shall refrain from leaving personal items in the parking space unattended overnight.

**Resident Initials:** _____ _____ _____ _____ _____

_____ _____ _____ _____ _____

**Agent Initials:** _____

**CM Initials:** _____

5. Resident may not wash or repair vehicles or change oil in vehicles anywhere on the property, or use any parking space for any purpose other than parking. Resident may not abandon or dispose of oil, tires, batteries, or other automotive waste at the property. Damage to asphalt due to major vehicle fluid leaks shall be charged to Resident.

6. No toxic or flammable chemicals, paints, gases, gasoline or solvents may be stored at any time in the parking space. This is a material covenant, and Resident hereby consents to the removal, at Resident's sole expense and without prior notice, of any hazardous/dangerous/toxic materials found in the parking space.

7. Resident shall ensure that posted and designated fire zones, "No Parking" areas, dumpsters, and entrance or exit driveways remain clear of vehicles at all times. Under NO circumstances are motorcycles allowed to park on any sidewalk, patio, or balcony. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. Vehicles parked in unauthorized areas or in another resident's space or in violation of local laws/ordinance may be towed away at the vehicle owner's expense.

8. Resident may not charge any vehicle in building common areas or in assigned parking spaces without Landlord's express written consent. Resident may not use any common area or building electrical outlet, or Landlord's electricity, to charge Resident's vehicle unless Resident has obtained the express written permission of Landlord to do so. If Landlord grants such permission, Resident agrees to reimburse Landlord for the costs of the utility. Landlord's requirement to provide vehicle charging facilities shall be limited to what is required by law. Resident agrees to hold Landlord harmless for personal injury or property damage in the use of any charging station (if applicable) or utility.

9. Vehicles parked in a space designated as Handicap only must have a prominently displayed Disable Person (DP) placard or DP license plate.

10. For safety reasons, Resident shall refrain from backing vehicles into a parking space. Resident shall not use the parking space in a manner that is a nuisance or that endangers the health or safety of any person.

11. Resident agrees to abide by all posted speed limits within the property and to keep noise and music to a minimum while driving through the property.

12. Resident agrees to cooperate fully with Landlord (such as moving vehicles promptly) so that any repairs, improvements or alterations to parking or other areas can be made in an expeditious and efficient manner as possible.

13. Resident agrees to indemnify, defend and hold Landlord harmless against any liability to Resident or any other person(s) for any claims, damages or costs, including attorneys' fees, arising from damage to or loss of or theft of any automobile, motorcycle, vehicle, or other property (including property of Resident's) or injury or death of any person arising directly out of or in any way in connection with the use by Resident or Resident's guests, visitors or invitees of a parking space or any part of a parking garage or other parking structure affiliated with the Premises. Use of any parking space by Resident is at the sole risk of Resident.

**ANY UNAUTHORIZED VEHICLE, OR ANY VEHICLE WITHOUT A VISIBLE PERMIT, OR ANY VEHICLE IN VIOLATION OF THIS AGREEMENT IS SUBJECT TO TOW, WITHOUT NOTICE, AT VEHICLE OWNER'S EXPENSE.**

**I/We have read, understand and agree to comply with the preceding policies, terms, conditions and covenants.**

| | | |
|---|---|---|
| County of Monterey on beh of Natividad Medical CenteDate | Date | Date |
| Date | Date | Date |
| Date | Date | Date |

| | |
|---|---|
| Landlord's Agent | Date |
| Community Manager | Date |

StoneBridge

*1701 Independence Blvd*
*Salinas, CA 93906*
*PH: (831) 443-3536 / Fax (831) 449-9126*
*residential@stonebridge-homes.com*

# SATELLITE DISH ADDENDUM

This Satellite Dish Addendum is attached to and made a part of the Residential Lease Agreement dated **February 01, 2023** by and between the Lessor **1701 Independence, LLC** (hereinafter "Landlord"), and the Lessee(s) (hereinafter referred to collectively as "Resident"), for the premises located at **1757 Independence Blvd. #204, Salinas, CA 93906** in Monterey County (hereinafter "Premises"):

**County of Monterey on behalf of Natividad Medical Center** (Lessee)

Under the rules of the Federal Communications Commission (FCC), Landlord may not prohibit the installation of satellite dishes and/or receiving antennas within leased premises. However, the landlord 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 rules and restrictions:

## RULES AND RESTRICTIONS

1. The installation of a satellite dish or receiving antenna is allowed within Resident's leased Premises only. Resident must notify Landlord of Resident's intent to install a satellite dish/antenna upon the Premises ten (10) or more days prior to the date of installation. Resident must inform Landlord of the desired installation location and installation method. Landlord shall inspect the Premises to confirm that the location desired conforms to FCC regulations, complies with reasonable safety standards, does not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties, and meets the Apartment Community's rules as set forth herein.

2. A satellite dish must be one (1) meter or less in diameter [approximately 3 feet, 3 inches]. A traditional stick type antenna is acceptable. A dish or antenna may receive but not transmit signals.

3. Resident is not permitted to install a satellite dish/antenna in any common area, parking area, roof, exterior wall, railway, fence, tree, window, glass, near a power line or fire exit, in or on another Resident's Premises, or mount a satellite dish/antenna in a manner that will cause more than ordinary wear and tear to the Premises. **Resident is prohibited from drilling into the roof or any exterior wall or through the balcony/patio railings, or any door jamb, window sill or glass.**

4. The satellite dish cannot extend beyond the Premises and this includes the boundaries of any window, balcony or patio. Landlord is not required to provide alternate locations if allowable locations do not provide optimum signal.

5. Installation must be done by a qualified person or a company that has workers' compensation insurance and adequate public liability insurance. Landlord's approval will not be unreasonably withheld. Resident must comply with any applicable local ordinances and state laws.

6. The satellite dish/antenna must be securely and safely attached to the Premises by either a) securing it to a weighted, heavy object, b) clamping it to a part of the building that lies within Resident's leased Premises only (such as a balcony or patio railing), or c) any other method pre-approved by Landlord. No other methods are allowed.

7. If the satellite dish/antenna is installed in Resident's leased balcony or patio area, signals may be transmitted indoors only by running a "flat" cable under a door jamb 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, or by any other method pre-approved by Landlord.

8. Landlord may temporarily remove any satellite dish/antenna if necessary to make repairs to the building.

9. Prior to installation, Landlord requires Resident to provide evidence of Renter's Insurance to protect Landlord against claims of personal injury to others and property damage related to Resident's satellite dish, antenna, or related equipment. The insurance coverage must remain in force while the satellite dish/antenna remains installed. Resident shall have the sole responsibility for maintaining the satellite dish/antenna and all related equipment. Resident assumes all risk and responsibility for any injury or property damage caused by the installation, operation or removal of the satellite dish/antenna, including any caused by a failure to securely attach the satellite dish/antenna to the Premises. Resident agrees to defend, indemnify, and hold Landlord harmless from the above claims by others.

10. Any satellite dish/antenna and all related equipment must be removed by the Resident upon move out. Resident must pay for any damages and for the cost of repairs or repainting that may be reasonably necessary to restore the Premises to its condition prior to the installation of a satellite dish/antenna and related equipment.

**Resident Initials:** _____ _____ _____ _____ _____ **Agent Initials:** _____

_____ _____ _____ _____ _____ **CM Initials:** _____

11. **Resident may start installation of a satellite dish/antenna only after Resident has (a) signed this addendum <u>and</u> (b) received Landlord's written approval of the installation location, method and person or company who will be doing the installation.**

**I/We have read, understand and agree to comply with the above rules and restrictions.**

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| County of Monterey on beh<br>of Natividad Medical CenteDate | Date | Date |
| Date | Date | Date |
| Date | Date | Date |

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|---|---|
| Landlord's Agent | Date |
| Community Manager | Date |