

LEASE AGREEMENT

EDC #9121

THIS AGREEMENT between A&G Holdings, LLC "Landlord",
(Name of Landlord)
and The County of El Dorado Agreement to be administered by Kaci Smith, Deputy Chief Probation Officer, El Dorado
County Probation Department, or successor. "Resident"
(List all Residents who will sign this Agreement)

is effective when fully executed by all parties. The Owner's obligation to deliver possession to Resident is conditioned on Resident making all payments due at or prior to move-in under this Agreement.

The following definitions apply throughout this Agreement, except when these terms appear within quoted statutory language. In that case, the terms have the meaning intended by the law.

Premises means the entire property, i.e., the parcel of land and anything on it.

Building means the structure in which the Resident's unit is located.

Rental unit means the area to which the Resident has the exclusive right of possession.

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Landlord rents to Resident and Resident rents from Landlord for residential use only, the rental unit located at:

3769 Pioneer Trail, Unit # (if applicable), 8
(Street Address)

South Lake Tahoe CA, 96150
(City) (Zip)

2. AB 1482 DISCLOSURES:

- (a) ☐ Separately Alienable From Any Other Dwelling Unit:

This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

- (b) ☐ This Rental Unit's AB 1482 New Construction Exemption May Expire During This Tenancy: AB 1482 exempts housing that has been issued a certificate of occupancy within the last 15 years.

The following disclosure is effective _____
(Date)

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

[Continued on Next Page]



(c) ☒ Subject to AB 1482 rent caps and just cause as provided in Civil Code Section 1946.2 and 1947.12. The following disclosure is required by law.

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

1/31/26

3. **TERM:** The term of this Agreement is for 12 months, beginning on 2/1/2025 and ending on 1/31/26,
(Term) (Date) (Date)

at which time this Lease shall terminate without further notice. Any holding over by the Resident after termination shall entitle the Landlord to initiate legal proceedings to recover possession of the rental unit. Resident shall be liable to Landlord for daily rental damages equal to the current fair rental value of the rental unit, divided by 30, in addition to any other damages allowed by law. A "month-to-month" tenancy subject to the terms and conditions of this agreement shall be created only if Landlord accepts rent from Resident thereafter, and if so accepted, tenancy may be terminated by Resident after service upon the Landlord of a written 30-day notice of termination. Except as prohibited by law, that month-to-month tenancy may be terminated by the Landlord by service upon the Resident of a written 60-day notice of termination. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Landlord may terminate the tenancy by service upon the Resident of a written 30-day notice.

For Rental Units subject to AB 1482 just cause, Civil Code 1946.2(a) provides that "after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) all of the tenants have continuously and lawfully occupied the residential real property for 12 months or more; or (2) one or more tenants have continuously and lawfully occupied the residential real property for 24 months or more."

For rental units subject to just cause under state law, "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.

4. **RENT:** Rent is due in advance on the 1st day of each and every month, at \$ 1,750.00
per month. Tenancy start date: 2/1/2024. Rent for any partial month shall be prorated at the amount of
(Date)

1/30th of the monthly rent per day.

First month's rent to be paid as soon as possible after full execution of this lease.

(a) **Prorated Rent (if applicable)**

☐ The tenancy did not start on the rent due date specified above. Resident is to pay:

One month's rent at move-in: \$ _____
(Full rent amount)

Prorated rent of \$ _____ on _____
(Amount of prorated rent) (Date)

The regular rent of \$ _____, each month, beginning _____.

(b) **Payment Methods for Rent and Other Amounts Due under This Agreement**

Payments made in person may be delivered between the hours of 8:30AM and 5:00PM on the following days of the week: ☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday ☐ Sunday ☐ Other _____

Acceptable methods of payment:

☒ Personal Check ☒ Cashier's Check ☒ Money Order ☒ EFT/Credit Card (see Landlord for details) and ☐ Cash



(c) Rent Payee and Location

Rent is to be paid to A&G Holdings, LLC

(Name to whom rent payment should be made)

and is to be delivered to Thomas Lopez

(Name to whom rent should be delivered)

at 2000 Broadway St. Redwood City, CA 94063

(Electronic payment processing is preferred)

(Address where payments should be delivered)

Telephone number for above address: (650) 619-0905

(d) Payments In the event of roommates, or another form of multiple occupancy, Resident understands and agrees that rent shall be paid with a single payment and that it is up to Resident to collect individual checks or other payments in order to submit a single rent payment. If payment by mail is allowed, Resident bears the risk of loss or delay of any payment made by mail and Landlord must receive mailed rent payments on or before the due date, except as otherwise provided by law. In the absence of a signed acknowledgement that complies with Civil Code 1947.3, Landlord will accept rent payments only from the Resident. Landlord may require a separate signed acknowledgement for each rent payment made by a third party. Rent tendered by a Non-Resident shall be deemed rent tendered on behalf of Resident only and not on behalf of the Non-Resident. Should the Landlord elect to accept a payment that does not comply with this paragraph, this shall not be construed as a waiver of this provision. 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. Failure or refusal by Resident to cash Landlord's rent refund check shall not defeat Landlord's rejection of the rent being refunded.

(e) Change to Payment Method. The Landlord may refuse certain payment methods listed in subparagraph (b) above, as the form of payment to cure a Notice to Pay Rent or Quit, Notice to Perform Conditions and/or Covenants or Quit, a check passed on insufficient funds or dishonored for any other reason, or a stopped payment and may refuse certain methods for future rent payments thereafter. Notwithstanding the provisions above, the Landlord may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Landlord with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Landlord chooses to demand or require cash payment under these circumstances, the Landlord shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Landlord, not to exceed three months, and attach a copy of the dishonored instrument to the notice.

5. SECURITY DEPOSIT: Resident shall deposit with Landlord, as a security deposit, the sum of \$ 1,850.00, as follows:

- ☐ prior to taking possession of the rental unit. (If no box is checked, this provision applies).
With first month's rent.
- ☐ at the time this Agreement is signed.

Deposit paid from
previous lease
dated 2/1/24

Resident shall not use the security deposit to pay any month's rent. Under Civil Code 1950.5, the Landlord may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, any of the following:

- (a) The compensation of a landlord for a resident's default in the payment of rent.
- (b) The "repair of damages to the premises, exclusive of ordinary wear and tear", caused by the resident or by a guest or licensee of the resident.
- (c) The "cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness" it was in at the inception of the tenancy.
- (d) To remedy future defaults by the resident in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

Except where a longer time is allowed by law, within 21 calendar days after Resident has vacated the rental unit Landlord shall furnish Resident a copy of an itemized statement indicating the basis for, and the amount of, any security deposit received and the disposition of the security deposit and shall return any remaining portion of the security deposit to the Resident.



Any remaining portion of the security deposit shall be returned:

- ☐ in the form of a single check made out to all Residents listed above. (If no box is checked, this provision applies).
- ☒ in the form of a single check made out to the following individual Resident County of El Dorado.
- ☐ by multiple checks, in equal portions to the following Residents _____

The Landlord may return any remaining portion of the deposit to a specific individual or individuals as a provided in an agreement modifying the disposition above that is signed by all the Residents listed above and entered into at any time during or after the end of the tenancy.

After either the Landlord or the Resident provides notice to terminate the tenancy, the Landlord and Resident may mutually agree to have the Landlord deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the Resident.

6. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or based upon occupancy of Resident, **except:** water, sewer, and garbage

Resident shall have the following utilities connected at all times during the tenancy (check as applicable):

☐ Gas ☒ Electric ☐ Water ☐ Trash ☐ Sewer ☐ Other: _____

Disconnection of utilities due to non-payment is a material breach of this Agreement. In the event the Resident breaches this Agreement and abandons the rental unit before the expiration of the term of this Agreement, Resident shall be responsible for the payment of all utilities, services and charges, if any, for the rental unit for the balance of rental term or period or until the rental unit is re-rented, subject to the Landlord's duty to make reasonable efforts to re-let the premises.

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. Resident may not run extension cords from the interior of the building (including the interior of the rental unit) to the exterior of the building or the rental unit for any purpose, without prior written permission from the landlord.

7. **LATE FEES AND INSUFFICIENT FUNDS:** If rent is paid after the Fifth Day of the month, there will be a

late charge of \$ 150 assessed. This late charge does not establish a grace period. The parties agree that this late fee is presumed to be the amount of damage resulting from the late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Landlord to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Failure to pay the fee is a material breach of this Agreement. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will

be liable to Landlord for the amount of the check and a service charge of \$ 25, not to exceed \$25 for the first check passed on insufficient funds, and \$ 35, not to exceed \$35 for each subsequent check passed on insufficient funds.

8. **GUARANTEE:** Resident ☐ is ☒ is not required to have a Guarantor for the duration of Resident's tenancy. If no box is checked, Resident is not required to have a Guarantor. The Guarantor shall be liable for the rent and any damages, financial or physical, caused by the Resident, including any and all legal fees incurred by the Landlord in enforcing this Agreement. If a Guarantor is required, this Agreement will not take effect unless a fully executed guarantor agreement is attached.
9. **RENTAL UNIT AVAILABILITY:** In the event the rental unit is not available on the move-in date due to a prior Resident holding over, or other cause not within the control of Landlord, Resident's damages will be limited to a return of the security deposit, any holding or other deposits and any advance payment of rent.



person or entity authorized to manage the premises. The agent identified in this paragraph as the person or entity authorized to manage the premises is authorized to act for and on behalf of Landlord with respect to all of Landlord's obligations under this Agreement.

14. RENTERS INSURANCE: Resident's personal property is not insured by Landlord. Landlord recommends that Resident obtain coverage for Resident's personal property. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Landlord which is now in effect or becomes effective during the term of this Agreement. A renter's liability insurance policy such as the one that may be required below, benefits both the Landlord and the Resident.

- ☐ Resident is encouraged but not required to obtain renters liability insurance.
- ☐ Resident is required to maintain renter's liability insurance for the benefit of the Landlord and the Resident throughout the duration of the tenancy as specified below. Resident must provide proof of such insurance to the Landlord on demand. Failure to comply with this requirement is a material violation of this Agreement.

- (a) Coverage of at least \$_____ in personal liability (bodily injury and property damage) for each occurrence.
- (b) The rental unit listed above must be listed as the location of the Resident insured.
- (c) Landlord and any person listed in Paragraph 13(b) must be listed as Certificate Holder (i.e., a person entitled to proof of insurance).
- (d) The carrier must provide 30-days' notice of cancellation, non-renewal or material change in coverage to the Landlord and any person listed in Paragraph 13(b).
- (e) Resident must obtain insurance:

- ☐ within 30 days of the inception of the tenancy.
- ☐ prior to occupancy.
- ☐ by _____
(Date)

☒ Landlord accepts the County of El Dorado's Certificate of Self-Insurance in lieu of Renters Insurance.

15. KEYS: Resident has received One (1) sets of keys. If needed, additional keys may be requested from the Landlord. There may be a charge. Keys are the exclusive property of Landlord. All keys must be returned to Landlord when Resident vacates. Resident shall be charged for the cost of new locks and keys if all keys are not returned. If any keys are lost or provided to any unauthorized occupant or non-Resident, Resident shall be liable for the entire cost of all key and lock replacement, at the discretion of Landlord, as required for the security of the premises and its occupants. This may include the costs of re-keying the entire Premises if Landlord, at Landlord's sole discretion, deems such action is necessary. Resident should take care not to lock himself/herself out. 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 and Landlord may require Resident to contract with a professional locksmith.

Charges for key and lock replacement and for lockouts are due 45 days from receipt of the invoice from the Landlord.

16. PARKING (CHECK ONE):

- ☐ This Agreement does not provide for parking of any motor vehicle or motorcycle anywhere in or about the premises, including the driveway(s). (If no box is checked, this provision applies.)
- ☒ This property's policy with respect to parking and/or garage use is in the attached addendum.
- ☐ This property's policy with respect to parking and/or garage use is as follows:

Number of parking spaces assigned to Resident's rental unit _____. Only one passenger vehicle or motorcycle may be parked in each space. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Landlord may require Resident to move Resident's vehicle(s) and all personal property to another comparable Parking Space/Garage on the Property. Such a request is not a severance of a housing service, and Resident shall comply promptly. The Parking Space/Garage may not be sublet or assigned by Resident. Resident may not switch spaces with any other resident in the building, without prior written permission of Landlord.



Resident may not use any parking space for recreational vehicles, boats, busses, trailers or similar non-passenger vehicles. The parking area may not be used for storage without prior written permission. Resident may not use any parking space to wash or repair vehicles, to change oil in vehicles or for any purpose other than parking.

Resident agrees to move the vehicle and cooperate fully with the Landlord so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible.

Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. 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 may be towed away at the vehicle owner's expense.) Only currently registered vehicles may be parked on the property. Vehicles with PNO (Planned Nonoperation) status may not be parked or stored on the property. 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. Vehicles parked in violation of local laws are subject to tow. Vehicles that are leaking fluids (e.g. oil, coolant, transmission fluid) may not be parked on the property. Any vehicle that is leaking fluids must be removed from the property immediately. Resident is responsible for the cost of cleaning and repair of any resulting damage from the leaked fluids.

17. STORAGE POLICY (CHECK ONE):

☒ No storage outside of the Resident's rental unit is authorized, permitted, or provided under this Agreement. Resident agrees to keep personal property inside Resident's rental unit unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall refrain from storing gasoline, cleaning solvent or other flammable liquids in the unit. (If neither box is checked, this provision applies.)

☐ Storage is allowed pursuant to the attached addendum.

18. PERSONAL MICROMOBILITY DEVICES: E-bikes, electric scooters, electric hoverboards or other personal micromobility devices may not be stored or charged on the premises, except as provided below.

As provided in Civil Code 1940.41 "[p]ersonal micromobility device" means a device with both of the following characteristics: (A) It is powered by the physical exertion of the rider or an electric motor; and (B) It is designed to transport one individual or one adult accompanied by up to three minors.

(Landlord check applicable box) If no box is checked, option (b) applies.

(a) ☐ The e-bike, electric scooter, electric hoverboard or other electric micromobility device may only be stored and/or charged in the designated storage area on the premises in compliance with Civil Code 1940.41 as provided in the attached addendum.

(b) ☐ Resident may, as required by Civil Code 1940.41, "[s]tor[e] and recharg[e] up to one personal micromobility device in their dwelling unit for each person occupying the unit if the personal micromobility device meets the requirements in subparagraphs (i) or (ii) below. If the device only meets subparagraph (iii) below, it may be stored, but not charged in the dwelling unit.

(i) The device is not powered by an electric motor.

(ii) The device complies with the following safety standards: (a) For e-bikes, UL 2849, the Standard for Electrical Systems for E-bikes, as recognized by the United States Consumer Product Safety Commission, or EN 15194, the European Standard for electrically powered assisted cycles (EPAC Bicycles) or (b) For e-scooters, UL 2272, the Standard for Electrical Systems for Personal E-Mobility Devices, as recognized by the United States Consumer Product Safety Commission, or EN 17128, the European Standard for personal light electric vehicles (PLEV).

(iii) The device is insured by Resident under an insurance policy covering storage of the device within the tenant's dwelling unit. Charging the device in the unit is prohibited if the device does not meet the safety standards in (ii) even if the device is insured by Resident as required by this subparagraph. Resident must provide proof of such insurance to the Landlord on demand.

Repair or maintenance of batteries and motors of personal micromobility devices is prohibited within the rental unit. However, a resident may change a flat tire or adjust the brakes on a personal micromobility device within the rental unit.

Notwithstanding the provisions above, any personal micromobility device must be stored in compliance with applicable fire code and in compliance with the Office of State Fire Marshal Information Bulletin 23-003 regarding lithium-ion battery safety,



issued April 3, 2023, or any updated guidance issued by the Office of the State Fire Marshal regarding lithium-ion battery safety. The applicable bulletin is attached to this agreement.

- 19. LANDSCAPING:** 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. If Resident is responsible for maintaining landscaping, including sufficient watering, Resident shall perform this obligation in a manner consistent with state and local water use restrictions.

(CHECK ONE)

- ☐ Resident is not responsible for the upkeep of the yard and maintenance of the landscaping. (If **no** box is checked, this provision applies.)
- ☐ Resident is responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping.
- ☐ Landscaping responsibilities are addressed in the attached Addendum.

- 20. SMOKING POLICY:** Smoking of any substance, including marijuana, is prohibited everywhere on the premises, including in rental units and interior and exterior common areas, unless Landlord has adopted a different policy that is attached as an addendum to this Agreement. Smoking includes the use of e-cigarettes or vaping. The term "smoke" includes vapor from e-cigarettes or other vaping devices. (Check a box if an addendum is attached).

- ☒ This property's policy with respect to allowing smoking is in the attached addendum.
- ☐ This property is subject to a local non-smoking ordinance, which requires the attached addendum.

Resident shall inform his or her guest(s) of this Smoking Prohibition. Resident shall promptly notify Landlord in writing of any incident where smoke is migrating into Resident's rental unit from sources outside of Resident's rental unit. Resident acknowledges that Landlord's adoption of this policy, does not make the Landlord the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Landlord shall take reasonable steps to enforce this provision. Landlord shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice. Landlord and Resident agree that the other residents of the premises are the third-party beneficiaries of this provision. A resident may sue another resident to enforce this provision but does not have the right to evict another resident. Any lawsuit between residents regarding this provision shall not create a presumption that the Landlord has breached this Agreement. A breach of this provision by the Resident shall be deemed a material breach of this Agreement and grounds for immediate termination of this Agreement by the Landlord.

- 21. PROHIBITIONS:** Without Landlord's prior written permission as an addendum to this Agreement, no pets, pianos, aquariums, waterbeds, swimming pools, trampolines, outside antennae, fireworks, firepits, outdoor gas heaters, charcoal or wood burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") or _____

_____ shall be kept or allowed in or about the premises, including any indoor or outdoor common areas.

Resident shall not engage in any of the actions or conduct related to marijuana, that are otherwise permitted under Health and Safety Code 11362.1, on the premises. This includes growing and use of marijuana in any form.

Resident shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window ledge or balcony. No clotheslines or drying racks may be used in outdoor areas, balconies, patios, etc. without the Landlord's prior written permission. Plants and other items may not be placed on balcony railings or ledges unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement

- 22. SECURITY DEVICES:** Resident may not install any security devices (including, but not limited to, security cameras and video doorbells) that capture any images and/or sounds outside the Resident's rental unit without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion..



23. LARGE APPLIANCES: Resident shall not move or remove any large appliances provided by Landlord without prior written consent of the Landlord. Resident shall not install or operate any additional refrigerators, freezers, washing machines, clothes dryers, portable dishwashers, air conditioners, generators or other large appliances not provided by the Landlord, without prior written consent of the Landlord. Resident may operate a generator in emergency situations, provided that (1) all manufacturer safety procedures are followed, including operating the generator in an outside space and (2) the generator does not create a nuisance (noise or other) for other residents.

24. REPAIRS AND ALTERATIONS: Resident shall make a written request to Landlord regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Landlord's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Landlord. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Landlord any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear. Resident shall hold Landlord harmless and indemnify Landlord as to any mechanic's lien recordation or proceeding caused by Resident.

25. UNLAWFUL ACTIVITIES: Resident, Occupants and any guest or other persons under the Resident's control shall not

- (a) on or near the premises engage in any:
 - (1) criminal activity, including drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802)).
 - (2) act intended to facilitate criminal activity, including drug-related criminal activity,
 - (3) acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms
- (b) use the rental unit or premises or permit the rental unit or premises to be used by a person:
 - (1) for, or to facilitate, criminal activity, including drug-related criminal activity, engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near premises and property or otherwise.
 - (2) for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (c) engage in any criminal activity or criminal threat (as defined in subdivision (a) of Section 422 of the Penal Code), on or off the premises, that is directed at any owner, Landlord, or agent of the owner or Landlord of the premises.

A single violation of any of these provisions shall be deemed a serious and material violation of this Agreement. It is understood and agreed that a single violation shall be good cause for termination of this Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.

26. 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 Agreement. Resident shall

- (a) obtain information about the restrictions specific to the District in which the premises are located.
- (b) ensure that Resident is aware of "Spare the Air" days
- (c) comply with all "Spare the Air" restrictions.
- (d) be responsible for any "Spare the Air" fines or other costs occasioned by "Spare the Air" violations on the premises while the Resident is in possession whether levied against Landlord or the Resident.

27. POLITICAL SIGNS: California law allows residents to post "political signs", subject to certain limitations. A "political sign" is one that relates to any of the following:

- (a) An election or legislative vote, including an election of a candidate to public office.
- (b) The initiative, referendum, or recall process.
- (c) Issues that are before a public commission, public board, or elected local body for a vote.
- (d) Resident may only post, display or install political signs in the window or door of the rental unit rented by Resident in a multi-family dwelling or in the case of a single-family home, from the yard, window, door, balcony, or outside wall of the premises rented by the Resident.
- (e) Resident is prohibited from posting or displaying political signs that (1) are more than six square feet in size; (2) violate a local, state, or federal law; or (3) would violate a lawful provision in a common interest development governing document that satisfies the criteria of California Civil Code Section 1353.6.
- (f) Resident shall post and remove political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises are located. Resident shall be solely responsible for any violation of a local ordinance. If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private



property, political signs may be posted 90 days prior to the date of the election or vote to which the sign relates and must be removed 15 days following the date of the election or vote.

A breach of this provision by the Resident shall be deemed a material breach of this Agreement and grounds for termination of the Agreement by the Landlord.

28. SATELLITE DISHES

Resident agrees to comply with all of the following restrictions with respect to any satellite dish installed at the premises:

- (a) **Size:** A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
- (b) **Location:** A satellite dish or antenna may only be located inside Resident's rental unit, including in an outside area of the rental unit such as Resident's balcony, patio, yard, etc., of which Resident has exclusive use under this Agreement. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is rented to Resident for Resident's exclusive use. Permitted locations may not provide optimum signal. Landlord is not required to provide alternate locations if allowable locations are not suitable;
- (c) **Safety and Non-Interference:** Satellite dish/antenna installation: (1) must comply with reasonable safety standards; (2) may not interfere with Landlord's cable, telephone or electrical systems or those of neighboring properties. It may not be connected to Landlord's telecommunication systems and may not be connected to Landlord's electrical system except by plugging into a 110-volt duplex receptacle;
- (d) **Outside Installation:** If a satellite dish or antenna is placed in a permitted outside area of the rental unit, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Resident's rental unit (such as a balcony or patio railing) or (3) any other method approved by Landlord. No other methods are allowed. Landlord may require that Resident block a satellite dish or antenna with plants, etc., so long as it does not impair Resident's reception.
- (e) **Signal Transmission from Outside Installation:** If a satellite dish or antenna is installed in a permitted outside area of the rental unit, signals may be transmitted to the interior of Resident's rental unit only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Landlord;
- (f) **Installation and Workmanship:** For safety purposes, Resident must obtain Landlord's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person or a company that has workers' compensation insurance and adequate public liability insurance. Landlord's approval will not be unreasonably withheld. Resident must obtain any permits required by local ordinances for the installation and must comply with any applicable local ordinances and state laws. Resident may not damage or alter the premises and may not drill holes through outside walls, door jams, window sills, etc., to install a satellite dish, antenna, and related equipment;
- (g) **Maintenance:** Resident will have the sole responsibility for maintaining a satellite dish or antenna and all related equipment. Landlord may temporarily remove any satellite dish or antenna if necessary, to make repairs to the premises;
- (h) **Removal and Damages:** Any satellite dish, antenna, and all related equipment must be removed by the Resident when Resident moves out of the rental unit. 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 or antenna and related equipment;
- (i) **When Resident may begin Installation:** Resident may start installation of a satellite dish or antenna only after Resident has: provided Landlord with written evidence of the liability insurance required by this Agreement, if applicable and received Landlord's written approval of the installation materials and the person or company who will do the installation.

29. 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. Many local water boards also have restrictions. 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 Agreement. Resident shall ensure that he/she is aware of and complies with local and state water use restrictions and promptly pay any fines or other costs occasioned by water usage violations attributed to Resident's tenancy or the conduct of Resident, Resident's guests, or others at the premises, including any fines or costs levied against the Landlord.

30. ENTRY AND COOPERATION: California law allows Landlord or their employee(s) to enter the rental unit for certain purposes, generally during normal business hours. The Landlord will provide written notice to the Resident prior to the entry of the rental unit whenever required by state law.



The Resident's refusal to allow the landlord to enter the rental unit as allowed by law is a material breach of this Agreement and California law and is cause for termination as provided herein and by law.

If the premises is required by any government agency, lender or insurer to undergo repairs or alterations, or in case of other necessary or agreed repairs, Resident agrees to cooperate fully with Landlord so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

31. BED BUG INFORMATION, REPORTING, PREVENTION AND RESIDENT COOPERATION: The Landlord has inspected the rental unit prior to renting and knows of no bed bug infestation. Resident agrees not to 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 the Resident's guests. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. Please review the short interactive video at www.stopbedbugs.org and the information below.

(a) Information about Bed Bugs:

- **Bed bug appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life cycle and reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- **Bed bug bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- **Common signs and symptoms of a possible bed bug infestation:**
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
 - <http://www2.epa.gov/bedbugs>
 - <http://www.pestworld.org/all-things-bed-bugs/>

(b) Report Suspected Bed Bug Infestations As Soon as Possible

- **Prompt reporting:** If you find or suspect a bed bug infestation, please notify Landlord as soon as possible, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.

If you suspect a bed bug infestation, or have other maintenance needs, please provide your notice to:

Thomas Lopez (650) 619-0905

(c) Cooperation with Pest Control

- Residents shall cooperate with the inspection including allowing entry to inspect any rental unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.
- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the rental unit, the deadline for any Resident



- preparation of the rental unit and a pretreatment checklist with information provided by the pest control operator.
- The Resident shall fulfill his or her responsibilities for rental unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- If the pest control operator determines that it is necessary for a Landlord or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- Residents who are not able to fulfill their rental unit preparation responsibilities shall notify the Landlord at least one business day prior to the scheduled pest control operator visit for inspection or treatment.
- A Resident must vacate his or her rental unit if required by the pest control operator for treatment purposes and shall not reenter the rental unit until directed by the pest control operator to do so.

(d) Prevention Recommendations

- Resident should check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your home. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. Thoroughly clean after guests have departed. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. 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.
- Resident should avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bed bugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bed bugs. Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them home. Never take discarded items from the curbside.
- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bed bugs and vacuum frequently to remove successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)

32. CARE, CLEANING AND MAINTENANCE: Except as prohibited by law, Resident agrees

- to keep the premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall ensure that large boxes are broken apart before being placed in trash containers. Resident shall be responsible, at Resident's expense, for hauling to the dump those items too large to fit in the trash containers. Resident shall not dispose of any flammable liquids, rags or other items soaked with flammable liquids or any other hazardous material (such as lithium ion batteries) in trash containers or bins;
- to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;
- to keep the rental unit and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition;
- that all rooms, appliances and fixtures in the rental unit must be able to be used for their intended purpose(s);
- not to 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;
- to occupy the rental unit as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes;
- to promptly advise Landlord of any items requiring repair, such as locks or light switches, smoke detectors, appliances, heating and air conditioning (if provided) systems. Resident shall notify the Landlord of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices. Resident shall make repair requests as soon after the defect is noted as is practical;
- to keep doors and windows and access to them unobstructed and to not block them with personal items or otherwise, and to maintain clear pathways into and through each room in the rental unit.



- (i) to maintain the rental unit in a manner that allows necessary access through each room and to all doors and windows, 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.
- (j) to leave the premises in the same condition as it was received, subject to normal wear and tear, as its condition permits;
- (k) to return the premises, upon move-out to the same level of cleanliness it was in at the inception of the tenancy;
- (l) to pay Landlord for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees.

33. MOLD PREVENTION: Resident agrees to:

- (a) Keep the rental unit maintained and ventilated so that moisture does not accumulate. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow;
- (b) To immediately notify the Landlord of any dampness or mold problems including (1) any leaks, moisture problems, and/or mold growth; (2) any water intrusion, such as plumbing leaks, drips, or "sweating" pipes, or overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets; and (3) any significant mold growth on surfaces inside the rental unit;
- (c) To regularly allow air to circulate in the rental unit and to use exhaust fans (if available) whenever showering or bathing, cooking, dishwashing, or cleaning and to report to the Landlord any non-working fan;
- (d) To use all reasonable care to close all windows and other openings to prevent water from coming into the interior of the rental unit;
- (e) To clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible (mold can grow on damp surfaces within 24 to 48 hours); and,
- (f) To keep the rental unit free of dirt and debris that can harbor mold.

34. PLUMBING: Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident's negligence or improper usage are the responsibility of the Resident. Resident shall reimburse Landlord for these costs.

35. USE OF PREMISES: The rental unit shall be used as a dwelling for residential purposes only and for no other reason. No retail, commercial, or professional use of the premises shall be made, unless such use conforms to applicable zoning laws and the prior written consent of Landlord is obtained in advance of such proposed use. As a condition for granting such permission, Landlord may require that Resident obtain liability insurance for the benefit of Landlord.

36. QUIET ENJOYMENT, WASTE AND NUISANCE: 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 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 also responsible for compliance with any local noise ordinances.

37. SMOKE DETECTION DEVICE: The rental unit is equipped with a smoke detection device(s), which was tested and found operable by the Landlord. Landlord shall have a right to enter the rental unit to check and maintain the device as provided by law. Resident shall:

- (a) Be responsible for performing the manufacturer's recommended test of the device weekly.;
- (b) Inform the Landlord immediately in writing of any defect, malfunction, or failure of any detector, and of any problems, maintenance or need for repairs to Landlord.
- (c) Not disable, disconnect or remove the detector.

38. CARBON MONOXIDE DETECTION DEVICE: If the rental unit is equipped with a carbon monoxide detection device(s), the devices have been tested and found operable by the Landlord. Landlord shall have a right to enter the rental unit to check and maintain the device as provided by law. Resident shall:

- (a) Be responsible for performing the manufacturer's recommended test of the device weekly.;
- (b) Inform the Landlord immediately in writing of any defect, malfunction, or failure of any detector, and of any problems, maintenance or need for repairs to Landlord.
- (c) Not disable, disconnect or remove the detector

39. LIABILITY FOR PACKAGES: Landlord is not responsible for the delivery, acceptance or receipt of, damage to or loss of messages, packages, mail or other material left at entrances to the rental unit or elsewhere on the premises.

40. LIABILITY FOR DAMAGES, FINES, AND PENALTIES:

- (a) **Damages, Repair and Replacement:** Resident shall pay Landlord for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Payment is due 45 days from receipt of the invoice from the Landlord. This includes but is not limited to charges assessed under paragraphs 15 (Keys); 18 (Landscaping); 22 (Repairs and Alterations); 26 (Satellite Dishes); 30 (Care, Cleaning and Maintenance); and 32 (Plumbing).



(b) **Fines, Penalties and Other Costs:** Resident is responsible for any fines or other costs occasioned by violations of the law by Resident, Resident's guests or invitees on the premises. This includes but is not limited to charges assessed under paragraphs 24 (Spare the Air Alerts; and 27 (Water Conservation. 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 invitees on 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. In the event that Landlord has already paid fines or costs levied against Landlord, Resident shall reimburse Landlord for the entire sum paid, within forty-five (45) days of Landlord's written demand. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Resident.

- 41. JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the rental unit, are jointly and severally liable for all obligations under this Agreement and shall indemnify Landlord for liability arising prior to the return of possession to the Landlord for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Landlord's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
- 42. SALE OF PROPERTY:** In the event of the sale or refinance of the rental unit, if Landlord presents to Resident Form CA-160 - *Resident's Certification of Terms - Estoppel Certification*, or other similar form, Resident agrees to execute and deliver the form acknowledging that this Agreement 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.
- 43. DESTRUCTION OF OR DAMAGE TO THE RENTAL UNIT:** In the event the rental unit is partially or totally damaged or destroyed by fire or other cause, the following will apply:
- (a) If the rental unit is totally destroyed by fire, earthquake or other casualty, this Agreement will terminate, as of the date on which the damage occurs. However, if the damage or destruction is the result of the negligence of the Resident, or his or her invitees, then the Agreement will not terminate, unless notice is given by the Landlord, specifying the termination date.
 - (b) If the rental unit is only partially damaged, or are temporarily uninhabitable, as determined by Landlord, Landlord will use due diligence to begin the process to repair such damage and restore the rental unit as soon as possible. If only part of the rental unit cannot be used, there will be a proportionate rent discount until the rental unit is repaired, to be determined solely by Landlord.
- 44. NOTICE REGARDING SEX OFFENDER DATABASE AND WEBSITE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
- 45. HAZARD NOTICE:** Pursuant to Government Code Section 8589.45, Resident may obtain information about hazards, including flood hazards, that may affect the property from the Internet Web site of the Office of Emergency Services at <http://myhazards.caloes.ca.gov/>. The Landlord's insurance does not cover the loss of the Resident's personal possessions and it is recommended that the Resident consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss. The Landlord is not required to provide additional information concerning the flood hazards to the property and the information provided pursuant to this section is deemed adequate to inform the Resident.
- ☐ (Check box if applicable) The property is located in a special flood hazard area or an area of potential flooding.
- 46. ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, each party shall be responsible for their own attorneys' fees, unless the following box is checked:
- ☐ the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$_____, plus court costs. If the box is checked and no amount is filled in, the prevailing party's attorney fee recovery is not to exceed \$800.
- 47. CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Landlord (including a collection agency used by the Landlord) 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 Agreement and thereafter.
- 48. SUBSTANTIAL OR MATERIAL BREACH:** The characterization in this Agreement that the failure of the resident to comply with a particular provision of this Agreement is a substantial or a material breach of the Agreement shall not serve to limit Landlord's right to contend that other breaches of this Agreement are substantial, material, or sufficient to warrant the termination of resident's tenancy.



- 49. WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Landlord of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
- 50. SEVERABILITY CLAUSE:** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- 51. ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Landlord, nor any agent or employee of Landlord has made any representations or promises other than those set forth herein.
- 52. BREACH OF LEASE:** In the event that Resident breaches this Lease Agreement, Landlord shall be allowed at Landlord's discretion, but not by way of limitation, to exercise any or all remedies provided Landlord by California Civil Code Section 1951.2 and 1951.4. Damages Landlord "may recover" include the worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the Lease Agreement, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided and any other amount necessary to compensate Landlord for all the detriment proximately caused by Resident's failure to perform their obligations under this Lease Agreement.
- 53. PROPERTY INSURANCE:** Landlord will have and continue to maintain property insurance through the term of the lease, and furnish a copy to County upon request.
- 54. ADDENDA:** By initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda (as checked), copies of which are attached hereto and are **incorporated** as part of this Agreement.

✓ **CA-335 Information on Dampness and Mold for Renters in California**

✓ **CA-341 Fire Marshal Information Bulletin**

☒ **CA-097 Subject to AB 1482 Addendum**

- ☐ Asbestos Addendum (Form CA-061)
- ☐ CC&Rs Addendum (Form CA-067)
- ☐ Clothesline/Drying Rack Addendum (Form CA-066)
- ☐ Day Care Addendum (Form CA-068)
- ☐ Grilling Addendum (Form CA-070)
- ☐ Guarantee of Rental/Lease Agreement (Form CA-019)
- ☒ Lead-Based Paint Addendum (Form CA-071)
- ☒ Lead Brochure: Protect Your Family (Form CA-072) *
- ☒ Parking/Garage Addendum (Form CA-076)
- ☐ Periodic Application by Pest Control Operator Addendum (Form CA-078)
- ☐ Periodic Application of Pesticides by Landlord Addendum (Form CA-077)
- ☐ Personal Agriculture Addendum (Form CA-079)
- ☐ Personal Micromobility Device Storage Addendum (Form CA-102)

- ☐ Pet Addendum (Form CA-080)
- ☐ Pool/Spa Rules Addendum (Form CA-082)
- ☐ Proposition 65 Warning Addendum (Form CA-083)
- ☒ Smoking Policy Addendum (Form CA-088)
- ☐ Storage Addendum (Form CA-090)
- ☐ Temporary Rent Discount Addendum (Form CA-100)
- ☐ Third-Party Payor Agreement (Form CA-020)
- ☐ Trash and Recycling Policy Addendum (Form CA-098)
- ☐ Water Submetering Addendum (Form CA-093)
- ☐ Waterbed Addendum (Form CA-094)

☒ Other:

"Living In Bear Country" Addendum

Exhibit A "California Levine Act

* Exhibit B

Resident(s) initials here: WUT

[Continued on Next Page]



The Landlord is committed to compliance with all federal, state, and local fair housing laws.



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

-- COUNTY OF EL DORADO --

Dated: 12/10/24

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Thompson
Deputy Clerk

Dated: 12/10/24

AB6 Holdings LLC ☐ by Thomas Lopez Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

1-28-25
Date

Landlord ☐ by _____ Agent for Landlord
Individual Signing for Landlord Management Co. (If Applicable)

Date



NOTICE OF AB 1482
(Properties Subject to Civil Code Section 1946.2 and 1947.12)

As required by Civil Code Section 1946.2 and 1947.12

- ☒ Your rental unit is subject to AB 1482 rent caps and just cause. The following disclosure is required by law.

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

- ☐ Your unit will become subject to AB 1482 rent caps and just cause on _____. On that date the following disclosure is required by law.

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

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

-- COUNTY OF EL DORADO --

Dated: 12/10/24

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Wendy Thomas
Chair
Board of Supervisors
County

By: [Signature]
Deputy Clerk

Dated: 12/10/24

A#6 Holdings LLC ☐ by Thomas Lopez Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

1-28-25
Date

Landlord ☐ by _____ Agent for Landlord
Individual Signing for Landlord Management Co. (If Applicable)

Date





CAL FIRE - OFFICE OF THE STATE FIRE MARSHAL

INFORMATION BULLETIN 24-001

Issued: January 23, 2024

Updated from IB 23-003

Lithium-Ion Battery Safety

BACKGROUND

Lithium-ion rechargeable batteries are commonly used in home electronics such as phones, batteries are small and powerful, but when used incorrectly, they can overheat, catch fire, or explode. Fire agencies across California continue to respond to fires caused by lithium-ion batteries.

REQUIREMENTS FOR STORAGE OF ELECTRONIC BIKES, SCOOTERS, AND OTHER ELECTRONIC MICROMOBILITY DEVICES IN RENTAL HOUSING

California Civil Code (CIV) Section 1940.41 defines a "Personal micro-mobility device" as device with both of the following characteristics:

- (A) It is powered by the physical exertion of the rider or an electric motor.
- (B) It is designed to transport one individual, or one adult accompanied by up to three minors.

CIV 1940.41 that takes effect January 1, 2024, the new law affects storage of e-bikes, e-scooters, and other *personal micro-mobility devices* stored in a rental housing unit. The owner may prohibit the tenant from charging a device in the unit if the device does not meet the standards listed below. It allows for storage and charging of up to one e-bike, e-scooter, or other *personal micro-mobility device* in the rental unit for each person occupying the unit if the device meets one of the following:

A. Complies with the following safety standards:

For e-bikes, UL 2849, the Standard for Electrical Systems for E-bikes, as recognized by the United States Consumer Product Safety Commission, or EN 15194, the European Standard for electrically powered assisted cycles (EPAC Bicycles).

For e-scooters, UL 2272, the Standard for Electrical Systems for Personal E-Mobility Devices, as recognized by the United States Consumer Product Safety Commission, or EN 17128, the European Standard for personal light electric vehicles (PLEV).

- B. Is insured by the tenant under an insurance policy covering storage of the device within the tenant's dwelling unit.



CAL FIRE - OFFICE OF THE STATE FIRE MARSHAL

INFORMATION BULLETIN 24-001

SAFETY TIPS

- Purchase and use devices that are listed by standards UL 2849, EN 15194, UL 2272, EN 17128 or a qualified testing laboratory.
- Always follow the manufacturer's instructions.
- Only use the battery that is designed for the device.
- Put batteries in the device the right way.
- Only use the charging cord that came with the device.
- Do not charge a device under your pillow, on your bed, or on a couch.
- Do not keep charging the device or device battery after it is fully charged.
- Plug directly into a wall electrical outlet for charging.
- Keep batteries at room temperature and away from heat or direct sunlight. Do not charge them at temperatures below 32°F (0°C) or above 105°F (40°C).
- Store batteries away from anything that can catch fire.
- Do not charge a device while sleeping.
- Do not charge a device near your primary exit.

STOP OPERATION OF THE DEVICE OR CHARGING THE BATTERY IF:

- They emit an unusual smell,
- Develop heat,
- Change shape/geometry,
- Behave abnormally, or
- Develop a leak or make an odd noise.

If any of the above happens and you feel in danger, call 9-1-1. If safe, move the device away from anything that can catch fire.

BATTERY DISPOSAL

- Do not put lithium-ion batteries in the trash.
- Recycling is always the best option.
- Take them to a battery recycling location or contact your community for disposal instructions.
- Do not put discarded batteries in piles.

FIRE EXTINGUISHER

- Lithium-ion batteries are considered a Class B fire, so a standard ABC or dry chemical fire extinguisher should be used.



CAL FIRE - OFFICE OF THE STATE FIRE MARSHAL

INFORMATION BULLETIN 24-001



Use approved batteries

Only purchase and use devices that have a reputable testing agency mark such as UL. These show that the product has been safety tested.



Use supplied charger

Follow the manufacturer's instructions for charging and storage. Use the correct cord and power adapter made specifically for the device.



Use the wall outlet

Always plug directly into a wall electrical outlet for charging.



Make sure you can get out

Never block your primary way in or out of a room/apartment.



Store in open space

Batteries should be stored away from anything flammable (ex. pillow, bed, or couch).



No overnight charging

Do not leave devices unattended while charging or charge them overnight.



Keep away from heat

Keep batteries and devices at room temperature. Keep away from direct sunlight and any heat source such as a radiator.



Dispose of batteries safely

Do not place lithium-ion batteries in a trash or recycling bin.



Use baterías aprobadas

Sólo compre y use dispositivos que tengan una marca de agencia de pruebas acreditada, como UL. Estos muestran que el producto ha sido probado en seguridad.



Utilice el cargador suministrado

Siga las instrucciones del fabricante para la carga y el almacenamiento. Utilice el cable y el adaptador de corriente correcto fabricado específicamente para el dispositivo.



Use el tomacorriente de pared

Siempre conecte directamente a un tomacorriente de pared para cargar.



Asegúrate de poder salir

Nunca bloquee su entrada o salida principal de una habitación/apartamento.



Almacenar en espacio abierto

Las baterías deben almacenarse lejos de cualquier objeto inflamable (p. ej., almohadas, camas o sofás).



No Cargar durante la noche

No deje los dispositivos desatendidos mientras se cargan, ni los deje cargando durante la noche.



Manténgala alejada del calor

Mantenga las baterías y los dispositivos a temperatura ambiente. Mantener alejado de la luz solar directa y de cualquier fuente de calor como un radiador.



Botar las baterías de forma segura

No coloque las baterías de Iones de Litio en un contenedor de basura o de reciclaje.



Information on Dampness and Mold for Renters in California

Main points:

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



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

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

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

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

Signs of Dampness or Mold

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

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

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



Causes of Building Dampness that Can Allow Mold to Grow

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

Indoor sources include:

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

Outdoor sources include:

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



Fixing Dampness and Mold Problems

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

CDPH recommends fixing dampness and mold problems as follows:

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

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

Renters in California

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

For renters who suspect there is dampness or mold:

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

Additional Resources

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

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

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

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)



Living in Bear Country

Use bear-resistant garbage cans. Bear-resistant garbage cans and containers are needed in bear country. Additionally, store garbage in a secure building or enclosure and always wait to put garbage out until the morning of collection. Contact your local waste management company to learn about various types of bear-resistant garbage cans, bear boxes and receptacles. There may also be incentive programs to offset costs of the purchase.

Close windows and lock your home. Keep doors, garage doors and windows closed and locked when your home is not occupied. Reduce the potential for hibernation under structures by blocking access to sites, such as crawl spaces under decks and buildings. Be sure to lock the doors and close the windows of your cars too!

Keep bears away from neighborhoods. Prevention is key. Fruit trees, hanging bird feeders and beehives are sure to bring bears to the neighborhood. Manage all food attractants around the home and encourage neighbors to do the same. Never leave pet food, beverages, coolers or other attractants on your porch, deck or in your car. A dirty barbecue grill will also entice a bear to visit. Keep grills clean and stored when not in use.

If a bear does come around your home, suggested methods for deterring the bear include yelling, clapping your hands, or making other noise to convince the bear that neighborhoods are not fun! Only do so if you are a safe distance from the bear and never block a bear's escape route. Never corner a bear. Individual bears display varying levels of tolerance to humans and each situation is unique.

For more information: <https://www.tahoebears.org/learn-more>

Living in Wildfire country

This is one of many sites to learn about living in wildfire country. Two items inspected by South Lake Tahoe regularly are, among other things:

BBQs, they are not allowed on decks or any flammable location. Absolutely no open flame bbqs are allowed, propane is ok.

Flammable materials must be stored away from patios and decks. They will inspect and they will ask you to remove these items and keep a clear path of egress.

Please know and understand how to keep yourself and your community free of wildfire. If one approached have a plan. Please know that your lease remains in force in the event of an evacuation from a natural disaster such as fire. The tools to help are intended for people, not business. You as a tenant, have resources to recover financially from evacuations, our resources as landlords are limited.

<https://www.livingwithfire.com/get-prepared/>

Living in Snow Country

Similar to fire, egress is to be kept clear. That means you are responsible for keeping the areas around your entry and vehicle clear of snow. This is best accomplished by shoveling before the snow gets packed down by walking. We have a service clear the driveway and entrances to the property, but the areas for tenant travel are the tenant's responsibility. Please let us know if you notice problematic areas.

-- COUNTY OF EL DORADO --

Dated: 12/10/24

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Thayer
Deputy Clerk

Dated: 12/10/24

BED BUG NOTIFICATION ADDENDUM

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of Agreement

It is our goal to maintain the highest quality living environment for our Residents. The Landlord has inspected the unit prior to lease and knows of no bed bug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. Please review the short interactive video at www.stopbedbugs.org and the information below.

1. Previous Infestations

- A Resident shall not bring onto a property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.

2. Prompt Reporting

- **If you find or suspect a bed bug infestation, please notify Landlord as soon as possible**, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- If you suspect a bed bug infestation, or have other maintenance needs, please provide your notice to:

3. Information about Bed Bugs

- **Bed bug appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life cycle and reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- **Bed bug bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- **Common signs and symptoms** of a possible bed bug infestation:
 - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.
 - Molted bed bug skins, white, sticky eggs, or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
 - <http://www2.epa.gov/bedbugs>
 - <http://www.pestworld.org/all-things-bed-bugs/>

4. Cooperation with Pest Control



California Apartment Association Approved Form
www.caanet.org
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Page 1 of 3

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- Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs.
- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for any Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.
- The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- If the pest control operator determines that it is necessary for a Landlord or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- Residents who are not able to fulfill their unit preparation responsibilities shall notify the Landlord at least one business day prior to the scheduled pest control operator visit for inspection or treatment.
- A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

5. Prevention Recommendations

- Resident should check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs *before* you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.
- Thoroughly clean after guests have departed. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. 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.
- Resident should avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bed bugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bed bugs. Check secondhand furniture, beds, and couches for any signs of bed bug infestation before bringing them home. Never take discarded items from the curbside.
- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bed bugs.
- Vacuum frequently to remove successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)



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

-- COUNTY OF EL DORADO --

Dated: 12/10/24

By: Wendy Thomas
Chair
Board of Supervisors
County

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kuyper
Deputy Clerk

Dated: 12/10/24

A#6 Holdings LLC ☐ by Thomas Sped Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

1-28-25
Date

Landlord ☐ by _____ Agent for Landlord
Individual Signing for Landlord Management Co. (If Applicable)

Date



PARKING/GARAGE ADDENDUM

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of Agreement

1. **The parking space or garage described below is designated for the Resident's use:**

Location and other identifying information: Spot 8

This area, hereinafter referred to as the Parking Space/Garage, is for the exclusive use of Residents and Occupants (hereinafter referred to as "Resident") listed in the Rental/Agreement.

Number of passenger vehicles or motorcycles that may be parked in the Parking Space/Garage: 1 vehicle

Resident shall only park in the Parking Space/Garage. Any parking spaces designated as guest parking by Landlord (by posted sign or otherwise) are for guest use only and are the only parking spaces in which guests may park. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident and guests shall refrain from parking in unauthorized areas, including other residents' designated parking space(s). Vehicles parked in unauthorized spaces may be towed away at the vehicle owner's expense.

2. **Fee and Termination (Check One):**

☒ **Use of the Parking Space/Garage is included in the rent paid under the Rental/Lease Agreement.**

☐ **Charge for the Parking Space/Garage is \$ _____ per month.** This amount is due on the same day as the rent for the residential unit and must be paid using the same forms of payment allowed under the Rental/Lease Agreement

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

3. **Locks/Keys/Garage Door Opener:** The following have been provided: _____. Resident is responsible for maintenance of the opener if any, including battery replacement. Resident may not change the transmitter frequency.

Resident has deposited with Landlord, the sum of \$ _____ as a Key/Garage Door Opener Deposit.

The charge for replacement of each lost or unreturned: key \$ _____, opener \$ _____.

Landlord may, without notice or liability to Resident, break any locking device and replace it with a new locking device in the event that Landlord does not have access into the Parking Space/Garage. Resident may not change the locking device or code without prior written permission of the Landlord.

4. **Parking Prohibitions, Towing and Fluid Leaks:** Only currently registered vehicles may be parked on the property. Vehicles with PNO (Planned Nonoperation) status may not be parked or stored on the property. 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. Vehicles parked in violation of local laws/ordinance are subject to tow. Vehicles that are leaking fluids (i.e., oil, coolant, transmission fluid) may not be parked on the property. Any vehicle that is leaking fluids must be removed from the property immediately. Resident is responsible for the cost of cleaning and repair of any resulting damage.

5. **Assumption of All Risk of Loss:** Resident assumes all risks associated with the loss, damage, or destruction of all vehicles and other personal property or items kept in the Parking Space/Garage, regardless of the value of the lost or destroyed property. Resident agrees to hold Landlord harmless for any loss, damage, or destruction to Resident's personal property in the Parking Space/Garage. Resident is advised to carry insurance to cover Resident's vehicle(s) and other personal property. Landlord's insurance does not insure Resident's vehicle(s) or other personal property. Resident understands that vehicles and other items left in the Parking Space/Garage may be stolen or damaged. Resident should not store valuable items in the vehicle or Parking Space/Garage. No bailment relationship is created by Resident's use of the Parking Space/Garage.



6. **Parking of Passenger Vehicles and Motorcycles Only:** Resident may not use any parking space for recreational vehicles, boats, busses, trailers or similar non-passenger vehicles. The Parking Space/Garage may be used for parking of vehicle(s) only. It may not be used for living, sleeping, eating, working, construction, growing plants or any other activity. No animals or living creatures may be housed in the Parking Space/Garage. No business activity is allowed in the Parking Space/Garage, including "garage sales." There shall be no repairing of vehicles or any other equipment in or around the parking space. The washing of vehicles in or near the Parking Space or in the Building is prohibited. The Parking Space/Garage may not be used for storage of items other than the vehicle(s) or motorcycle(s) listed above. This is a material covenant and breach may result in the termination of Resident's tenancy.
7. **Electric Vehicles:** Resident may not charge any vehicle in building common areas or in designated 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, and has made arrangements to reimburse Landlord for the costs of the utility if Landlord so requests. If Landlord has provided a charging station or similar means for tenants to charge electric vehicles, Resident agrees and covenants to follow any and all regulations adopted for said charging station and to hold Landlord harmless for personal injury or property damage in the use of any charging station or utility. Landlord's requirement to provide vehicle charging facilities shall be limited to what is required by law.
8. **Personal Micromobility Devices:** E-bikes, electric scooters, electric hoverboards or other personal micromobility devices may not be stored or charged in the Parking Space/Garage, without prior written permission of the landlord. As provided in Civil Code 1940.41 "[p]ersonal micromobility device" means a device with both of the following characteristics: (A) It is powered by the physical exertion of the rider or an electric motor; and (B) It is designed to transport one individual or one adult accompanied by up to three minors.
9. **No Storage of Hazardous or Dangerous Materials:** No toxic or flammable chemicals, paints, gases, gasoline or solvents may be stored at any time in the Parking Space/Garage. 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/Garage.
10. **Automotive Waste:** Resident may not abandon or dispose of oil, tires, batteries or other automotive waste at the property.
11. **No Alterations or Enlargement:** The Parking Space/Garage may not be enlarged, expanded, or modified by Resident without the prior written permission of Landlord. This includes, but is not limited to, changes to any electrical systems, and use of nails, screws, bolts or hooks in the walls, ceiling, floors or doors. Resident agrees to pay Landlord for costs to repair, replace or rebuild any portion of the Parking Space/Garage or other area damaged by the Resident.
12. **Cooperation Required:** Resident agrees to move the vehicle and cooperate fully with the Landlord so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible. In addition, should a government agency ever require Landlord to remove vehicles, personal property or combustibles from the Parking Space/Garage, or perform any work requiring a permit, or to otherwise comply with state or local laws, Resident agrees to immediately remove all vehicles, personal property or other items from the Parking Space/Garage at Resident's own expense.
13. **Right to Re-Assign:** Landlord may require Resident to move Resident's vehicle(s) and all personal property to another comparable Parking Space/Garage on the Property. Such a request is not a severance of a housing service, and Resident shall comply promptly.
14. **No Subletting/Assignment:** The Parking Space/Garage may not be sublet or assigned by Resident. Resident may not switch spaces with any other resident in the building, without prior written permission of Landlord.
15. **Quiet Enjoyment:** Resident shall not operate the vehicle or motorcycles or use the Parking Space/Garage in a manner that is a nuisance or that endangers the health or safety of any person.
16. **Acceptance of Premises:** Landlord makes no representation or warranty as to the legality or fitness for use of the Parking Space/Garage.



17. Special provisions (fill in the blank, will control over printed provisions): _____

-- COUNTY OF EL DORADO --

Dated: 12/10/24

By: Wendy Thomas
Chair
Board of Supervisors
*County

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Thyle Thyle
Deputy Clerk

Dated: 12/10/24

A&G Holdings LLC ☐ by Thomas Lopez _____ Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

1-28-25
Date

Landlord ☐ by _____ Agent for Landlord
Individual Signing for Landlord Management Co. (If Applicable)

Date



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS INFORMATION DISCLOSURE ADDENDUM

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of agreement

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

1. Landlord's Disclosure or Agent acting on behalf of Landlord (initial both (a) and (b))

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

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

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

TL(b) Records and reports available to the Landlord (check one below):

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

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

2. Agent's Acknowledgment (initial (c), if applicable)

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

3. Resident's Acknowledgment (initial (d) and (e))

WT (d) Resident has received copies of all information listed above.

WT (e) Resident received the pamphlet *Protect Your Family from Lead in Your Home*. Attached as Exhibit B.



Certification of Accuracy

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

-- COUNTY OF EL DORADO --

Dated: 12/10/24

By: Wendy Thomas
Chair
Board of Supervisors
County

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Hyle Hyle
Deputy Clerk

Dated: 12/10/24

A36 Holdings LLC ☐ by Thomas Leary Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

1-26-25
Date

Landlord ☐ by _____ Agent for Landlord
Individual Signing for Landlord Management Co. (If Applicable)

Date

Agent Signature Agent Name

Date



SMOKING POLICY ADDENDUM

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of Agreement

1. Smoking Policy

Check one:

- a. ☐ Smoking is **allowed** on the entire property, **except** the following areas: _____

Type of smoking that is allowed (check one or both). If neither is checked, both types of smoking are allowed.

- ☐ Tobacco
☐ E-cigarette/Vaping*

- b. ☐ Smoking is **prohibited** on the entire property **except** the following areas:

Type of smoking that is allowed in the listed areas (check one or both). If neither is checked, both types of smoking are allowed in the areas listed.

- ☐ Tobacco
☐ E-cigarette/Vaping*

- c. ☒ Smoking of any substance is **prohibited** on the entire property, including individual units, common areas, every building and adjoining grounds.

*This addendum does not authorize the use of marijuana in any form on the premises.

2. **Non-Smoking Areas:** Resident and members of Resident's household shall not smoke in areas in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Landlord in writing of any incident where smoke is migrating into Resident's unit from Non-Smoking Areas.
3. **Landlord Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Landlord's adoption of Non-Smoking Areas, does not make the Landlord the guarantor of the Resident's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Landlord shall take reasonable steps to enforce this addendum. Owner/ Agent shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice.
4. **Other Residents Are Third Party Beneficiaries of this Addendum:** Landlord and Resident agree that the other residents of the property are the third-party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Landlord has breached this Addendum.
5. **Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Landlord.
6. **Disclaimer:** Resident acknowledges that this Addendum and Landlord's efforts to designate Non-Smoking Areas do not in any way change the standard of care that the Landlord would have to any Resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building common areas or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.



7. **Damage to the Unit:** Resident acknowledges that the damage caused by smoking is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.
8. **Effect on Current Tenants:** Resident acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum. As residents move out, or enter into new Rental/Lease Agreements, this Addendum will become effective for their unit or new agreement.

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

-- COUNTY OF EL DORADO --

Dated: 12/10/24

By: Wendy Thomas
Chair
Board of Supervisors
*County

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kypre
Deputy Clerk

Dated: 12/10/24

APG Holdings LLC ☐ by Thomas [Signature] Agent for Landlord
Landlord Individual Signing for Landlord Management Co. (If Applicable)

1-28-25
Date

Landlord ☐ by _____ Agent for Landlord
Individual Signing for Landlord Management Co. (If Applicable)

Date



Lake Haven Apartments

A&G Holdings, LLC
2000 Broadway St.
Redwood City, CA 94063

Lake Haven Tenants,

In order to more effectively communicate with each of you, we need information about your preferred method of communication. We need this information to alert you about important events that will affect your living situation; walkthroughs, water shut offs and the like. If you would please fill out the form below and return in the preaddressed and stamped envelope provided along with your May 1st rent payment (if you choose to pay by check) we will be sure to make note of your preference.

Name(s): Kaci Smith

Apartment #:

Preferred Method of Communication (check one):

☒ Email, email address(es): kaci.smith@edcgov.us

☐ Text, phone number(s):

☐ Physical Notice (these will be posted on your door)

Thank you,

Thomas Lopez

A&G Holdings, LLC.

A&G Holdings, LLC
Exhibit A
California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES X NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

1-28-25
Date

A&G Holdings, LLC
Type or write name of company

Thomas Lopez
Signature of authorized individual

Thomas Lopez
Type or write name of authorized individual



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

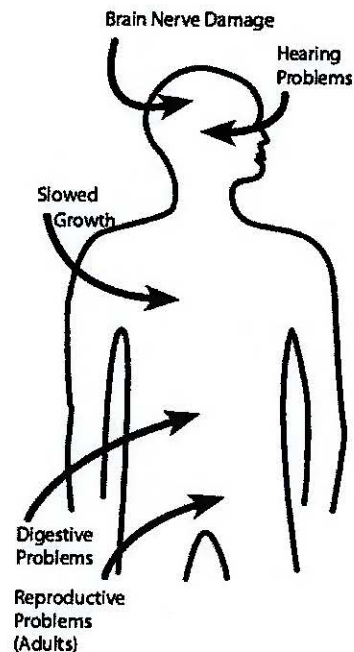
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

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

Lead can be found:

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

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

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

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

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

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

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

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

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



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

Checking Your Home for Lead, continued

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

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

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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

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



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

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

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

Reducing Lead Hazards, continued

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

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

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

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

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

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

U. S. Environmental Protection Agency (EPA)

Regional Offices

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

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

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

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

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