













with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are confirmed for this transaction:

Landlord's Brokerage Firm Lake Valley Properties License Number 01296034
Is the broker of (check one): [ ] the Landlord; or [X] both the Tenant and Landlord. (Dual Agent).
Landlord's Agent Julie Lucksinger License Number 01296034
Is (check one): [ ] the Landlord's Agent. (salesperson or broker associate) [X] both the Tenant's and Landlord's Agent. (Dual Agent)
Tenant's Brokerage Firm Lake Valley Properties License Number 01296034
Is the broker of (check one): [ ] the Tenant; or [X] both the Tenant and Landlord. (Dual Agent)
Tenant's Agent Julie Lucksinger License Number 01296034
Is (check one): [ ] the Tenant's Agent. (salesperson or broker associate) [X] both the Tenant's and Landlord's Agent. (Dual Agent)

B. DISCLOSURE: [ ] (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledged its receipt.

42. [ ] TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

43. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

45. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

46. OTHER TERMS AND CONDITIONS; If checked, the following ATTACHED documents are incorporated in this Agreement:

- [ ] Keysafe/Lockbox Addendum (C.A.R. Form KLA); [X] Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);
[ ] Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); [ ] Landlord in Default Addendum (C.A.R. Form LID)
[X] Bed Bug Disclosure (C.A.R. Form BBD); [X] Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)
[X] Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)

Other:

47. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 50 or 51 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

48. [ ] INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):

- [ ] Listing firm in box below [ ] Leasing firm in box below [X] Property Management firm immediately below

Real Estate Broker (Property Manager) Lake Valley Properties DRE Lic # 01296034

By (Agent) Julie Lucksinger DRE Lic #

Address 1151 Emerald Bay Rd. South Lake Tahoe, CA 96150 Telephone # (530)544-7010

Tenant's Initials ( ) ( )

Landlord's Initials ( ) ( )



**50. Tenant agrees to rent the Premises on the above terms and conditions.**

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Print Name The County of El Dorado

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA)

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_

Guarantor \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**51. Landlord (owner or  agent for owner) agrees to rent the Premises on the above terms and conditions.**

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord \_\_\_\_\_ Date \_\_\_\_\_ Landlord \_\_\_\_\_ Date \_\_\_\_\_

Maxine A. Billings Trust c/o C. Bauer

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 41.
- C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) Lake Valley Properties. DRE Lic. # 01296034

By (Agent) Julie Lucksinger DRE Lic. # 01296034 Date \_\_\_\_\_

Address 1151 Emerald Bay Rd. City South Lake Tahoe State CA Zip 96150

Telephone (530)544-7010 Fax (530)544-7135 E-mail julie@lakevalleyproperties.com

Real Estate Broker (Listing Firm) Lake Valley Properties. DRE Lic. # 01296034

By (Agent) Julie Lucksinger DRE Lic. # 01296034 Date \_\_\_\_\_

Address 1151 Emerald Bay Rd. City South Lake Tahoe State CA Zip 96150

Telephone (530)544-7010 Fax (530)544-7135 E-mail julie@lakevalleyproperties.com

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LR REVISED 12/19 (PAGE 8 OF 8)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 8 OF 8)





# BED BUG DISCLOSURE

(C.A.R. Form BBD, Revised 12/18)  
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated July 28, 2020, on property known as 1160 Nottaway Dr, South Lake Tahoe, CA 96150-5923

in which The County of El Dorado is referred to as ("Tenant") and Maxine A. Billings Trust c/o C. Bauer is referred to as ("Landlord").

### INFORMATION ABOUT BED BUGS:

1. 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.
2. 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.
3. Bed bugs can survive for months without feeding.
4. 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.
5. Common signs and symptoms of a possible bed bug infestation:
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, 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.
6. For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
7. **Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager** at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.
8. Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_ Date \_\_\_\_\_

Tenant The County of El Dorado Landlord Maxine A. Billings Trust c/o C. Bauer

Tenant \_\_\_\_\_ Landlord \_\_\_\_\_

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BBD REVISED 12/18 (PAGE 1 OF 1)

### BED BUG DISCLOSURE (BBD PAGE 1 OF 1)



TENANT FLOOD HAZARD DISCLOSURE
(C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), [ ] Residential Lease After Sale, [ ] Other, dated July 28, 2020, on property known as 1160 Nottaway Dr, South Lake Tahoe, CA 96150-5923, in which The County of El Dorado is referred to as ("Tenant") and Maxine A. Billings Trust c/o C. Bauer is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

[ ] The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
D. The owner currently carries flood insurance.

2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caoes.ca.gov).

3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant 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.

4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date Tenant Landlord
The County of El Dorado Maxine A. Billings Trust c/o C. Bauer

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TFHD REVISED 12/18 (PAGE 1 OF 1) TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)



RENT CAP AND JUST CAUSE ADDENDUM (C.A.R. Form RCJC, 12/19)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated 07/28/2020 on property known as 1160 Nottaway Dr, South Lake Tahoe, CA 96150-5923 in which The County of El Dorado is referred to as "Tenant" and Maxine A. Billings Trust c/o C. Bauer is referred to as "Landlord".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, landlord may be subject to the rent cap and just cause eviction provisions of the Civil Code. Landlord informs tenant of the following:

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 of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously 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.

II. RENT CAP REQUIREMENTS

- 1. Subject to certain provisions of Civil Code Section 1947.12 subdivision (b), an owner of real property shall not increase the rental rate for that property more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest rental amount charged for that property at any time during the 12 months prior to the effective date of the increase.
2. If the same tenant remains in occupancy over any 12-month period, the gross rental rate shall not be increased in more than two increments over that 12-month period.
3. For a new tenancy in which no tenant from the prior tenancy remains, the owner may establish the initial rate not subject to paragraph 1 of this section. Paragraph 1 of this section is only applicable to subsequent increases after the initial rental rate has been established.

III. JUST CAUSE REQUIREMENTS

WITH CERTAIN EXEMPTIONS, LANDLORD MAY BE SUBJECT TO THE JUST CAUSE PROVISIONS OF CIVIL CODE SECTION 1946.2 AND INFORMS TENANT OF THE FOLLOWING:

- 1. At-fault Just Cause:
a) Default in payment of rent.
b) Breach of a material term of the lease, as described in Code of Civil Procedure Section 1161, paragraph (3), including but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
c) Maintaining, committing, or permitting the maintenance of a nuisance as described in Code of Civil Procedure Section 1161, paragraph (4).
d) Committing waste as described in Code of Civil Procedure Section 1161, paragraph (4).
e) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate Section 1946.1 or any other provision of law.
f) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal threat, as defined in Penal Code Section 422, subdivision (a), directed to any owner or agent of the owner of the premises.
g) Assigning or subletting the premises in violation of the tenant's lease.
h) The tenant's refusal to allow the owner to enter the residential real property pursuant to a request consistent with Civil Code Sections 1101.5 and 1954, and Health and Safety Code Sections 13113.7 and 17926.1.



- i) Using the premises for an unlawful purpose as described in Code of Civil Procedure Section 1161, paragraph (4).
- j) When the tenant fails to deliver possession of the residential real property after providing the owner written notice of tenant's intention to terminate the hiring of real property or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice.

**At-fault just cause eviction:**

Before the owner can terminate the tenancy for an At-fault Just Cause violation that is curable, the owner must first provide notice to cure giving the tenant an opportunity to cure the violation pursuant to Code of Civil Procedure Section 1161, paragraph (3).

**2. No-fault Just Cause:**

- a) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Family move-in).

**For leases entered into on or after January 1, 2020 or amendment to existing leases prior to January 1, 2020:**

Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property.

- b) Withdrawal of the Premises from the rental market.
- c) Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- d) Intent to demolish or substantially remodel the residential real property. "Substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the tenant in place, and that requires tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

**Tenant Payments under No-Fault Just Cause Eviction:**

1. If Owner issues a termination of tenancy under a No-Fault Just Cause, Owner notifies Tenant of the right to direct payment relocation assistance equal to one month of the tenant's rent in effect at the time of the termination and shall be provided within 15 calendar days of service of the notice.
2. In lieu of direct payment, Owner may waive the payment of rent for the final month of tenancy prior to the rent becoming due. The notice shall state that the amount of rent waived and that no rent is due for the final month of tenancy.

**IV. SPECIFIC EXEMPTIONS TO JUST CAUSE EVICTION REQUIREMENTS:**

1. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
2. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit.

**V. SPECIFIC EXEMPTIONS TO BOTH RENT CAP AND JUST CAUSE EVICTION REQUIREMENTS:**

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
3. **Single Family Residential property (including a condominium and units in planned developments) provided** the residential real property is alienable separate from the title to any other dwelling unit AND (i) the owner is NOT a real estate investment trust (REIT), (ii) the owner is NOT a corporation, and (iii) if the owner is a limited liability company, then NONE of the members of the LLC are corporations.

This exemption only applies if the notice below is checked and delivered to the tenant.

Landlord hereby notifies tenant that the Property is exempt from the rent cap provisions specified in Civil Code Section 1947.12 and the just cause eviction provisions specified in Civil Code 1946.2.



**Notice of Exemption:**

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.

**NOTE: Other exemptions under the Civil Code may apply. Additionally, this property may be subject to local rent cap and just cause eviction controls, which may impose additional restrictions. Landlord is strongly advised to seek counsel from a qualified real estate lawyer, who is familiar with the law where the property is located, prior to serving any notice.**

The undersigned acknowledge a copy of of this document and agree that the terms specified in Sections I, and III (2)(a) and V(3) are made a part of the lease or rental agreement specified above.

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
*The County of El Dorado*

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
*Maxine A. Billings Trust c/o C. Bauer*

Landlord \_\_\_\_\_ Date \_\_\_\_\_

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LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: [ ] California Residential Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, or [ ] Other:

dated July 28, 2020, on property known as: 1160 Nottaway Dr, South Lake Tahoe, CA 96150-5923 ("Property") in which The County of El Dorado is referred to as Buyer or Tenant and Maxine A. Billings Trust c/o C. Bauer is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

Three horizontal lines for disclosure text.

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

Two horizontal lines for disclosure text.

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Landlord Maxine A. Billings Trust c/o C. Bauer Date

Seller or Landlord Date

Tenant's Initials ( ) ( ) Buyer's Initials ( ) ( )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

**2. LISTING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

Lake Valley Properties. By \_\_\_\_\_  
(Please Print) Agent (Broker representing Seller or Landlord) Associate-Licensee or Broker Signature Date  
*Julie Lucksinger*

**3. BUYER'S OR TENANT'S ACKNOWLEDGMENT**

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked)  Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Buyer or Tenant Date Buyer or Tenant Date  
*The County of El Dorado*

**4. COOPERATING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

Lake Valley Properties. By \_\_\_\_\_  
Agent (Broker obtaining the Offer) Associate-Licensee or Broker Signature Date  
*Julie Lucksinger*

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [ ] Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other
dated July 28, 2020, on property known as 1160 Nottaway Dr

South Lake Tahoe, CA 96150-5923
in which The County of El Dorado is referred to as ("Buyer/Tenant")
and Maxine A. Billings Trust c/o C. Bauer is referred to as ("Seller/Landlord").

1. Owner to provide basic cable and internet access which is included in the rent amount. Owner does not guarantee reliability of these services.

2. The County Officer or employee with responsibility for administering this Agreement is Brian Mullens, Deputy Director, Department of Transportation, or successor.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Seller/Landlord \_\_\_\_\_
The County of El Dorado Maxine A. Billings Trust c/o C. Bauer

Buyer/Tenant \_\_\_\_\_ Seller/Landlord \_\_\_\_\_

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ADDENDUM (ADM PAGE 1 OF 1)

