



# Place Management Group, Inc.

## COMMUNITY ADDENDUM

This Community Addendum (this "Addendum") is made and entered into as of the same date as the Housing Contract (the "Contract") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Contract as if the terms of this Addendum were written into the Contract.

All installments of Rent and fees made payable to	Allston Place 2161 Allston Way Berkeley, CA 94704
NON-REFUNDABLE APPLICATION FEE	\$35
NON-REFUNDABLE ADMINISTRATION FEE	\$200
COMMENCEMENT DATE	August 14, 2010
EXPIRATION DATE FOR 12 MONTH CONTRACT	July 31, 2011
EXPIRATION DATE FOR 10 MONTH CONTRACT	N/A
EXPIRATION DATE FOR 5 MONTH CONTRACT	N/A
SHORT TERM PREMIUM <ul style="list-style-type: none"> <li>Housing Contracts for less than 12 months are offered on a limited availability at specific communities. The additional fee will be added to the monthly installment of Rent. Contact your Community office for more information and regarding your specific move in day.</li> </ul>	\$25 for 10 month \$50 for 5 month
LATE RENT CHARGE <ul style="list-style-type: none"> <li>"Late Rent Charge" will be charged on the sixth (6<sup>th</sup>) day of the month if Rent is not paid by the fifth (5<sup>th</sup>) day of the month. Rent is delinquent until Rent is paid in full.</li> </ul>	\$75
RETURN CHECK CHARGE FOR THE FIRST DISHONORED CHECK	\$25
RETURN CHECK CHARGE FOR ALL SUBSEQUENT DISHONORED CHECKS	\$35
ASSIGNMENT FEE <ul style="list-style-type: none"> <li>To be paid by Resident or Assigned Resident or both</li> </ul>	Not Required
TRANSFER FEE from Exclusive Space to another exclusive space within the same Unit	\$50
TRANSFER FEE from Exclusive Space to another exclusive space in a different unit	\$150
RECONNECTION FEE OF UTILITY SERVICES	\$75
UTILITY CONNECTION FEE (IF APPLICABLE)	\$3.50 per quarter
In the event utilities are included in the Rent, the following Threshold Amount (s) has been allocated for each service. If Resident exceeds the allotted Threshold Amount (s), Resident will be charged and required to pay the overage amount including a prorated amount for any excess usage during a partial month of occupancy.	
Electricity	N/A
Water / Sewer	N/A
Trash	N/A
Pest Control	N/A
Telephone	N/A
Cable TV	N/A
Internet	N/A
Gas	N/A
HOLDOVER FEE	Up to \$600 and actual damages including rent found due

**TERMS USED IN THIS HOUSING CONTRACT ARE DEFINED:**

**Resident:** "Resident" whether one or more shall be: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All persons signing this Contract as "Resident" shall be jointly and severally responsible for all Rent and other charges due and owing under the Contract and for complying with all provisions of this Contract.

**Premises:** "Premises" shall be leased by (check as applicable):

\_\_\_\_\_ The Unit; or  
\_\_\_\_\_ The Exclusive Space identified as the Exclusive Space in the Contract.

*(If neither is checked, this Contract shall be deemed to be by the Exclusive Space).*

If this Contract is leased by the Unit, the following provisions shall apply:

**A. PREMISES.** Owner hereby leases to Resident and Resident hereby leases from Owner certain space consisting of Unit Number \_\_\_\_\_ (the "Unit") at \_\_\_\_\_ (Community Name) located at \_\_\_\_\_ (Community Address). The terms "Exclusive Space", "Unit", "Premises", or "Common Area" shall all refer to, and be interpreted to be referring to, the Unit. In the event the Unit is not assigned to Resident as of the date Resident executes this Contract, Resident acknowledges that the blanks next to these terms will be filled in at a later date in accordance with this provision. Resident represents that Resident will sign a new or modified contract upon Owner's request, upon the same terms stated herein which identifies the Unit. In the event Resident fails to sign a new or modified contract as provided herein, Resident agrees that Owner shall have the right to identify such Unit in a new or modified contract and that such designation shall be incorporated in this Contract as if Resident has signed this Contract identifying such Unit.

**B. ROOMMATES.** The persons occupying the Unit will be either referred to as the "Resident" or the "Roommates" and will be used interchangeably unless the content indicates otherwise. Each Resident acknowledges that Owner has the right to assign a Roommate to the Unit before or during the Term of this Contract without notice and that all Residents and Roommates shall have the right to occupy the Unit as co-occupants pursuant to the terms of this Contract.

**RENT:**

The Late Rent Charge does not establish a grace period; Owner may make written demand for payment if Rent is not paid on its Due Date. Owner and Resident agree that the charge is presumed to be the amount of damage sustained because of Resident's late payment of Rent, and that it is impracticable or extremely difficult to fix the actual damage. The normal hours available to make payments in person are from \_\_\_\_\_ to \_\_\_\_\_, or at such other place or in such manner as Owner may from time to time designate. If applicable, a twenty-four hour, seven days a week rent payment drop box is available at the same location.

**RETURN CHECK CHARGES:**

If the bank returns Resident's Rent checks more than once, Owner may serve 30 days' written notice that all future Rent be paid in cash or by certified check or money order.

**DEPOSIT:**

Resident shall deposit with Owner \$ \_\_\_\_\_ as a Security Deposit to secure Resident's faithful performance of all of Resident's obligations under this Contract, including the payment of Rent, and cleaning and repair of the Premises upon surrender. No portion of the Security Deposit shall be deemed Rent for any rental month, unless so specified or Owner so neither elects, nor shall it constitutes a measure of Owner's damages in the event of default. Resident shall not be entitled to any interest on the Security Deposit. Any deductions from the Security Deposit made by Owner, other than for Rent or cleaning the Premises, shall be deemed to be for repair or damages caused by Resident or Resident's guests or invitees, which shall include damage to the Common Areas. If the Security Deposit is not sufficient for such purposes, Owner may proceed with collection.

Of the deficiency from Resident. Within three (3) weeks after Resident vacates the Premises, the Security Deposit shall be returned to Resident by postage prepaid certified mail, return receipt requested, less deductions allowed by law. The Security Deposit may be used to compensate Owner for Resident's default in the payment of Rent, to repair damages to the Premises, exclusive of ordinary wear and tear, caused by Resident or his/her guest or licensee, clean the Premises upon termination of the tenancy, and to remedy future defaults by Resident in any obligation under the Housing Contract to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear. Within this three (3) week period, Owner shall mail to Resident, by postage prepaid certified mail, return receipt requested, an itemized statement showing the total amount of the Security Deposit and the deductions therefrom, if any.

**CONDITION OF PREMISES:**

Resident has examined the Premises, including but not limited to the furniture, furnishings, fixtures, appliances, equipment, windows, doors, plumbing facilities, electrical facilities, hot and cold water supply, building grounds and appurtenances, accepts the same "AS IS," and acknowledges that the same are in good, clean and sanitary working order, condition and repair, unless noted to the contrary on Owner's copy of the Contract. The Move In/Move Out Condition form attached hereto shall be deemed incorporated herein by reference.

Upon termination of the tenancy, Resident shall return the Premises to Owner in as good working order, condition and repair as when received, ordinary wear and tear excepted, and free of all Resident's personal property, trash and debris. Burns, stains, holes or tears of any size or kind in the carpeting, draperies, or walls, among other types of damage, do not constitute ordinary or reasonable wear and tear. Any costs incurred by Owner to restore the Premises to rentable condition (including any unpaid rent and damages) shall be withheld and any refund of Resident's Security Deposit shall be made in the amount and manner established by California Civil Code Section 1950.5.

Resident acknowledges that no representations as to the condition or repair of the Premises, nor as to Owner's intentions with respect to any improvement, alteration, decoration or repair of the Premises, have been made to Resident, except as otherwise noted on Owner's copy of this Contract. Throughout the Term of this Contract, Resident shall:

1. Keep the Premises in clean and sanitary condition;
2. Dispose of all Resident's rubbish, garbage and waste in a clean and sanitary manner;
3. Properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition;
4. Not permit any person in or about the Premises with Resident's permission to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto, nor personally do any such thing;
5. Occupy and use the Premises in the manner in which they were designed and intended to be occupied and used, as designated in the Contract.

Resident shall be liable for the expenses of any repair caused by Resident's failure to comply with these conditions. At Owner's election, Owner may deduct such expenses from Resident's Security Deposit and may thereafter demand that Resident pay an amount equal to the amount deducted from said Security Deposit so as to restore the Deposit to the amount required by this Contract. Notwithstanding the above, it is Owner's obligation to maintain the Premises in a habitable condition; but Owner is not responsible for defective conditions caused by Resident's own malfeasance or nonfeasance or that of any other person with Resident's permission.

**UTILITIES AND SERVICES:**

Resident shall pay for all utilities and services supplied to the Premises, except for those utilities or services which are part of the Base Fee. In the event of default by Resident in the payment of Rent, Owner may, to the extent allowed by law, instruct any utility company, henceforth, to charge utilities so designated to Resident and place the same in Resident's name. Resident shall thereafter pay for all such utilities.

**CONDUCT OF RESIDENT:**

In the event that Resident does not dispose of trash in an appropriate receptacle, Owner will have the right to assess, and Resident will be required to pay, Owner's costs for removing trash.

**RESIDENT’S RESPONSIBILITY FOR SECURITY:**

Owner will comply with the requirements of state law with respect to providing door locks and window locks to units on the Community. The Unit is equipped with a locking device on each exterior window designed to be opened and a dead bolt on each main swinging entry door of the Unit. All Resident’s requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident’s security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident’s family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by California law.

**ANIMALS:**

Owner shall be entitled to recover its actual damages caused by Resident’s violation of Owner’s rules.

**ABANDONMENT:**

**Personal Property Abandonment:** After Resident vacates the Premises, either by (a) expiration of this tenancy term, (b) termination of the tenancy pursuant to notice as stated in the Contract, or (c) abandonment or surrender, Owner may re-enter and retake possession of the Premises. Any personal property remaining in the Premises shall be returned to Resident, placed in storage or disposed of as provided in Civil Code Sections 1965 et seq., 1980 et seq., or Code of Civil Procedure Section 1174.

**DEFAULT BY RESIDENT:**

For any breach of a covenant or condition of this Contract, Owner may, at its option, serve a three (3) day notice:

- 1. Specifying the nature of the breach and
- 2. Demanding that Resident cure the breach if the breach can be cured.

The notice may further declare that, if Resident fails to cure a curable breach within the three (3) day period or if the breach is not curable, the tenancy is terminated and Resident forfeits all rights under this Contract.

The Premises shall be deemed abandoned by Resident if, after a failure by Resident to pay an installment of Rent pursuant to this Contract, or any portion thereof, for any rental month, and after the date of service of a written notice on Resident pursuant to California Civil Code §1951.3, demanding that Resident either pay the amount of Rent then due or quit the Premises, (i) Resident has been absent from the Premises for a period of 14 consecutive days, and (ii) Resident has neither contacted Owner in person nor cured said Rent default.

In the event of any default by Resident or the failure y Resident to observe or perform any of the express or implied covenants or provisions of this Contract to be observed or performed by Resident, Owner may at any time thereafter, with or without further notice or demand and without limiting Owner in the exercise of any right or remedy which Owner may have by reason of such default:

- (i) Terminate Resident’s right to possession of the Premises by any lawful means, in which case this Contract and the Term hereof shall terminate and Resident shall immediately surrender possession of the Premises to Owner in the condition required by this Contract. In such event Owner shall be entitled to recover from Resident all damages incurred by Owner by reason of Resident’s default including, but not limited to:
  - a. The worth at the time of award of the unpaid Rent which had been earned at the time of termination. “Worth at the time of award” shall be computed by allowing interest at ten percent (10%) per annum from the first day the breach occurred;
  - b. The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Resident proves could have been reasonably avoided. “Worth at the time of award” shall be computed by allowing interest at the rate of ten percent (10%) per annum from the first day the breach occurred;
  - c. The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the Resident proves could be reasonably avoided. “Worth at the time of award” shall be computer by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%);
  - d. Any other amount necessary to compensate Owner for all the detriment proximately caused by Resident’s failure to perform its obligations under this Contract or which in the ordinary course of things would be likely to result there from, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, attorneys’ fees, costs of alterations and repairs,

recording fees, filing fees and any other expense customarily resulting from obtaining possession of and re-leasing the Premises. Efforts by Owner to mitigate damages caused by Resident's default shall not waive Owner's right to recover damages under this Contract.

(ii) Maintain Resident's right to possession in effect under California Civil Code Section 1951.4 in which case this Contract shall continue in effect whether or not Resident shall have vacated or abandoned the Premises. In such event Owner shall be entitled to enforce all of Owner's rights and remedies under this Contract, including the right to recover Rent as it becomes due hereunder. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver to protect Owner's interest under this Contract, shall not constitute a termination of Resident's right to possession.

(iii) Pursue any other remedy now or hereafter available to Owner under the laws or judicial decisions of California.

**NOTICES:**

Change in terms: Any condition of the tenancy shall be deemed changed upon expiration of thirty (30) days following the service by Owner on Resident of a written notice setting forth the change in such condition.

**HOLDOVER:**

In the event that a new Housing Contract is not executed, and Resident has not vacated the Premises on or before the Expiration Date of the Term of this Contract, and Owner accepts rent from Resident at the below specified rate, the tenancy shall continue; however, the occupancy shall become a month-to-month tenancy.

If Resident willfully and maliciously remains in possession of the Premises after the Expiration Date or termination of the tenancy, Owner may recover up to six hundred dollars (\$600) statutory damages, in addition to actual damages, including rent found due. Owner shall also have the right, but shall not be obligated to, proceed with a suit under applicable law against Resident to recover possession of the Premises.

**OWNER'S RIGHT OF INSPECTION AND ENTRY:**

Resident agrees that Owner may enter the Premises, Bedroom, Unit, or other units at the Community without the Resident's consent in an emergency situation. Except in cases of emergency or if it is impracticable to do so, Owner shall give Resident reasonable notice of intent to enter and shall enter only during normal business hours. Twenty-four (24) hours shall be presumed to be reasonable notice, if served in person, posted on, at or near the usual entry door or mailed at least six (6) days prior to the intended entry. Resident agrees not to unreasonably withhold consent to Owner's entry. If Resident unreasonably refuses Owner the right of entry Resident will be held responsible for any financial losses that are sustained by the Owner. Specifically, Resident agrees to permit Owner to enter the Premises, Bedroom, Unit, or other units at the Community for the purpose of (1) making necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the Premises to prospective or actual purchasers, mortgagees, residents, workmen, or contractors; (2) making annual, semi-annual, or other routine inspections; (3) decorate, remodel, alter or otherwise prepare the Premises for re-occupancy if the Resident moves before this Contract ends; (4) entering pursuant to court order; (5) entering when the Resident has abandoned or surrendered the Premises. Owner will serve Resident with written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the Premises, or
- Resident and Owner agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Resident is present and consents to entry at the time of entry, or
- As otherwise provided by law.

**PROXIMITY OF REGISTERED SEX OFFENDERS:**

Disclosure Pursuant to Civil Code 12079.10a. Registered Sex Offenders Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://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.

**ATTORNEY FEES:**

In the event any action or proceeding is brought by any party to enforce any terms of this Contract, to declare rights under this Contract, or to recover possession of the Premises, or in any litigation concerning or arising under this

Contract, the prevailing party shall recover from the other party his or her costs and attorney fees (not to exceed \$ \_\_\_\_\_) incurred in connection with such action.

**WATERBEDS:**

Resident may install and maintain a waterbed on the Premises only in compliance with California Civil Code Section 1940.5 as that Section provides on the Execution Date of this Contract and as it may thereafter be amended from time to time. In particular, Resident must furnish to Owner, prior to installation, a valid waterbed insurance policy for property damage. The policy shall be written for no less than one hundred thousand dollars (\$100,000) of coverage. The bedding shall conform to the pounds-per-square-foot weight limitation and placement as dictated by the floor

load capacity of the residential structure. Resident shall give Owner written notice 24 hours prior to the installation, removal, or movement of the waterbed. Resident shall comply with safety standards regarding the installation, maintenance, and removal of the waterbed. Resident shall conform to Owner’s reasonable structural specifications for placement within the Premises. Owner shall have the right to inspect the bedding installation subject to the notice requirements of Section 1954 of the California Civil Code. Owner may serve Resident with written notice to give Resident three (3) days to either correct a violation or to remove the bedding, unless there is an immediate danger to the Premises, in which case, there shall be immediate corrective action. Resident shall be required to pay Owner an extra Security Deposit equal to one-half of one month’s installment of Rent.

**PROPOSITION 65 WARNING:**

This disclosure is made pursuant to California Health and Safety Code Section 25249.6. More information on specific exposure has been provided to Resident and is available at www.prop65apt.org. Environmental Disclosure Notice: The State of California requires that Owner warn you that the property contains chemicals known to the State of California to cause cancer, and birth defects, and other reproductive harm. These chemicals may be contained in emissions and fumes from the building materials, products and materials used to maintain the property, and emissions, fumes, and smoke from Resident and guest activities, including but not limited to the use of motor vehicles, barbecues, and tobacco products. These chemicals may include, but are not limited to, carbon monoxide, formaldehyde, tobacco smoke, unleaded gasoline, soots, tars, and mineral oils. Because of the possible danger posed if asbestos fibers are released into the Premises, Resident may not take or permit any action which in any way damages or disturbs the ceiling in the Premises, including but without limitation:

- piercing the surface of the ceiling by drilling or any other method;
- hanging plants, mobiles, or other objects from the ceiling;
- attaching any fixtures to the ceiling;
- allowing any objects to come in contact with the ceiling;
- painting, cleaning, or undertaking any repairs of any portion of the ceiling;
- replacing light fixtures;
- engaging in any activity which results in building vibration which may cause damage to the ceiling.

**SIGNATURES:**

The parties acknowledge that since there may only be one signature line for “Resident” under this Contract, person signing as “Resident” in the Contract may be signing on stamped or hand printed blanks. The parties acknowledge that all such signatures shall be as binding as if signed on blanks which were made a part of this typed Contract. The terms of this Addendum are agreed to, accepted by and specifically acknowledged by:

**OWNER:**

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

**RESIDENT:**

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

**RESIDENT:**

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

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