

Contact Information**Tenant Information:**Name(s): LaVar Douglas Grey and Michelle Rae Esguerra NKA Michelle Rae GreyUnit Address: 2157 San Jose Avenue Apartment B, Alameda, CA 94501

Phone:

Email:

Landlord Information:Name(s): Gallagher & Lindsey Property Management, Inc.Unit Address: 1406 Webster Street, Alameda, CA 94501Phone: (510) 522-3322Email: lisa@alamedarentals.com**Rent Increase Information**

1. Current monthly rent: \$ 1,950.00 (Value A) } Amount of rent increase:
Requested increased rent: \$ 2,045.00 (Value B) } \$ 95.00 (Value C) .0487 %
$$\frac{\text{Value B} - \text{Value A}}{\text{Value C} \div \text{Value A}}$$

2. Are there different rent increase rates for month-to-month vs. one-year lease options?

☐ No☒ Yes, Month-to-month

One-year lease

Rent increase offer: \$ 1,950.00Rent increase offer: \$ 2,045.00

(amount assumed - notice did not state)

3. What date was the notice served on the tenant? 05 / 31 / 2018
Month/ Day/ Year4. What is the effective date of the rent increase? 07 / 01 / 2018
Month/ Day/ Year5. How was the rent increase notice served? In-Person _____ Post & Mail xxxOther (please specify) _____
XXX - Notice states by personal delivery and regular mail. We did not receive a copy of the notice in the mail and the notice was posted on our door, not personally delivered to any occupant.

Rent History

6. Is the current tenancy under a lease (or other written rental agreement) or a month-to-month agreement?

☐ Lease ☒ Month-to-month

7. What was the start date of the tenancy? 03 / 04 / 2017 Total years of residency 1
Month/ Day/ Year

8. Rent Increase History

Rent Increase Effective Date	Rent Increased From (Value D)	Rent Increased To (Value E)	Increase Amount (Value F) <i>Value E - Value D</i>	Increase Percentage <i>Value F ÷ Value D</i>
<u>07 / 01 / 2018</u>	\$ 1,950.00	\$ 2,045.00	\$ 95.00	.0487 %
<u> / / </u>	\$	\$	\$	%
<u> / / </u>	\$	\$	\$	%
<u> / / </u>	\$	\$	\$	%

Property Information

9. Do you receive Section 8 Housing Choice Voucher rental assistance?

9. In the past 12 months, has the building changed ownership?

☐ No ☐ Yes ☒ I don't know

10. Is the unit any one of the following: a) a single-family home (built anytime), b) a condominium (built anytime), or c) a unit in a multi-unit building that was built after February 1995?

☒ No ☐ Yes

11. Number of units in building 5 Stories 2

12. Unit details:

- Number of bedrooms 2 Bathrooms 1
- Current number of occupants: Age 0-17 2 Age 18-61 2 Age 62+

13. Please check any housing services offered at the unit?

- Gas xxx Water xxx Electricity Garbage xxx Recycling Pet rent
- Off street parking Garage parking xxx Elevator Building security
- Pool Furnished Other: *Gallagher & Lindsey has failed to identify the garage unit and provide possession of a garage as stated in our rental contract.

14. Are there any housing services that were included in the rent before the rent increase, but are now being charged separately from the rent amount?

☐ No ☒ Yes, (please specify) The amount in the offer includes a parking garage, but Gallagher & Lindsey has failed to identify the garage unit and provide possession.

Rent Increase Response

15. What is the maximum amount of a rent increase that you believe is reasonable for your unit?

\$ 1,800.00 (total monthly amount)
with garage unit

16. Please provide a written statement (as an attachment to this form) explaining your perspective on the rent increase amount. You are highly encouraged to submit supportive documentation to substantiate your statements.

Factors considered by the RRAC may include, but are not limited to:

- the frequency, amount and the presence or absence of prior rent increases
- the landlord's costs of operation
- any change in housing services (as defined in section 6-58.15.M, AMC) since the last rent increase
- the financial impact on the tenant
- the landlord's interest in earning a just and reasonable rate of return

Mediation Request

17. Would you like to schedule private mediation for this rent increase?
(This service is provided free of charge.)

☐ No ☒ Yes

Declaration

I declare (or certify) under penalty of perjury under the laws of the State of California that:

1. The information in this form is true and correct to the best of my knowledge and belief.
2. Any and all attachments I have included herewith are either the originals or true and correct copies of the originals.
3. This declaration (certification) was executed on June 15, 2018
at Alameda, California.

LaVar Douglas Grey/Michelle Rae Esguerra
Print Name (Tenant)

LaVar Grey / Michelle R. Esguerra
Signature (Tenant)

Lavar Grey and Michelle Rae Esguerra NKA Michelle Rae Grey
2157 San Jose Avenue Apartment B
Alameda, CA 94501(510)872-3054/(510)987-6407
Email: Lavar.Grey@hotmail.com/Michelle.Esguerra@hotmail.com

Housing Authority of the City of Alameda
Rent Review Advisory Committee
Program Administrator
701 Atlantic Avenue
Alameda, CA 94501
Email: rrac@alameda.hag.org

Dear Program Administrator,

We do not agree with the rent increase. Our residential lease states that we are entitled to a one car garage; excerpt below of page 1, item 6A and full contract attached to email.

6. PARKING: (Check A or B)

☒ A. Parking is permitted as follows: One car garage

The right to parking ☒ is, ☐ is not, included in the rent charged pursuant to paragraph 3. If not included in the rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises.

OR ☐ B. Parking is not permitted on the Premises.

Tenant's Initials

LG

[Signature]

Landlord's/ Agent for Landlord's Initials () ()

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (PAGE 1 OF 4)



The one car garage was a huge reason for why we agreed to apply to rent the apartment. We were viewing another rental unit with our rental consultant, Barbara Henry, when she informed us that our current apartment was available in the time that we needed to move. She specifically stated that it had a one car garage and the only utility to be paid is electricity. She knew our needs and what would benefit our growing family. Barbara also informed us that there is a minor leak in the bathroom tub faucet that the previous resident purposefully created to ensure that her cat was able to drink water when alone.

Upon receiving the keys for our rental unit, we inquired about our one car garage as there are 5 garage units. My husband was asked to take a picture of the garage units and text the picture to Barbara so that they may identify which garage is referred to in our contract. Barbara was unable to resolve the issue and referred us to speak directly to Joseph Snell from the repair/inspection department. Nobody that worked at Gallagher & Lindsey has been able to identify or provide possession to our garage unit. We have been given the same run-around by Joseph Snell, Melanie Snell, and Lisa Fowler. We also inquired about the date of fumigation because the house smelled like cat litter and we were getting little bites on our arms and legs. The repair/inspection department informed us that they did not know the tenant had a cat and we referred them to speak with Barbara.

After about a month of getting nowhere Melanie Snell or Lisa Fowler asked if any of the units were unsecured by a lock and we stated there was one without a lock but a neighbor that lives on the second story of the unit occupies that garage unit. She suggested that the garage unit without a lock has to be ours and stated that we should move out all of the property currently inside so that we may place our possessions inside. For legal reasons, I informed my husband not to follow their instruction to move another's belongings out of the unit.

We requested that the property management company contact the tenant that states it is their garage unit and hire someone to clear out all of the "abandoned" belongings that we were asked to discard. My husband followed up with the management company in or about April 2018 and we were informed that they were still working on identifying our garage.

We followed-up with Gallagher and Lindsey again in or about May 2018. They were still unable to identify or provide possession to our garage unit. We were told that we would be contacted shortly by Joseph to schedule a fumigation. According to their pet policies, the apartment should have been fumigated before move-in.

We have been unsuccessful in our attempts to have the property management company comply with our contract. The last time we followed up was in or about June/July 2018. The repair/inspection department stated that a one car garage is not included in our unit. When I mentioned that it is stated in our contract, we were informed that the rental consultant made a mistake. We followed-up with Barbara who stated that a one car garage unit is included. This was extremely stressful as I was 5-6 months into a high-risk pregnancy with my daughter at the time.

To date, we have not had our one car garage identified or possession provided. We have learned that there is a man that is not a tenant at our rental unit who states that he has rented 2 of the one car garages for the past few years. We inquired about this information on or about November/December 2017 and when we informed Gallagher and Lindsey of this information while following-up on our garage, we were told they had no idea what we were talking about, needed to look into it, and would follow-up with us.

We are still waiting to hear back and have incurred costs from renting a storage unit. We only want what we are entitled, not to make any problems. We would like to avoid harassment and retaliation by our property management company as much as possible.

Sincerely,

Michelle Rae Esguerra NKA Michelle Rae Grey & LaVar Douglas Grey

S I N C E
1 9 6 7

Exceptional Then...
Exceptional Now!

May 31, 2018

510-775-3609

LaVar Grey
2157 San Jose Ave. #B
Alameda, CA 94501

BY PERSONAL DELIVERY AND REGULAR MAIL

Dear LaVar,

This letter is 30-day notice that effective July 1, 2018 your rent will increase to \$2,045.00 per month.

We understand that increased expenses are never welcome, but want you to know that rent increases are motivated by the need to keep up with the owner's expenses, including maintenance, property taxes, insurance, utilities and other expenses.

We carefully evaluate increases to confirm that the new rent amounts are still well within market rent for comparable properties, and are less than the current market rent would be for new tenants at this property.

Both Gallagher & Lindsey and the property owner appreciate our business relationship with you and hope you will remain in the unit for a long time. Gallagher & Lindsey makes every effort to balance the needs of both property owners and renters with regard to periodic, reasonable rent increases. If you feel this increase is not reasonable, please contact me first.

If we are not able to agree, the City of Alameda has a mediation process available (Rent Review Advisory Committee or "RRAC") More information is included on the other side of this letter.

Also, per Ordinance 3148, we are offering you a one-year lease beginning July 1, 2018 and ending June 30, 2019. If you want a one-year lease, please accept in writing at the below email address so we can prepare the paperwork for you to sign. If you do not accept a one-year lease, you will continue on a month to month basis. If you have questions, please feel free to contact me at the number/ email address below.

Lisa Fowler

510-747-1631

Lisa Fowler
Property Manager
510-748-1799
email: lisa@alamedarentals.com

♦ www.
AlamedaRentals
.com

♦ Rental Office
1406 Webster Street
Alameda, CA 94501
510.522.3322

FORM RP-02 v4.1.16

Landlord's Name: Gallagher & Lindsey Property Management, Inc

Address: 1406 Webster Street, Alameda, CA 94501

Phone Number: (510) 522-3322

E-mail Address: lisa@alamedarentals.com

"NOTICE: Under Civil Code, section 827 (b), a Landlord must provide a Tenant with 30 days' notice prior to a Rent Increase of 10% or less and must provide a Tenant with 60 days' notice of a Rent Increase greater than 10%. Because your Landlord proposes a Rent Increase that is at or below the Maximum Increase (as defined in subsection P of Section 6-58.15 of the Alameda Municipal Code), under Article XV of Chapter VI of the Alameda Municipal Code your Landlord must at the same time provide this Notice that advises you of the availability of the City's rent review procedures. You may request the City's Rent Review Advisory Committee to review the increase by submitting in writing a request for review within 15 calendar days of your receipt of the notice of the Rent Increase either by mailing the request to the Program Administrator, 701 Atlantic Avenue, Alameda CA 94501 or emailing the request to the Program Administrator at rrac@alamedahsg.org. You must submit along with your request a copy of the notice of the Rent Increase. If you do not submit a request within 15 calendar days the Committee will not have the authority to review the Rent Increase. If you submit such a request, the Program Administrator will advise you of the date, time and place of the hearing concerning the Committee's review of the Rent Increase. If the effective date of the Rent Increase is before the date of the hearing, you must nevertheless pay the Rent Increase. If you and your Landlord reach agreement as to the Rent Increase before the hearing, you and your Landlord must provide written confirmation to the Program Administrator concerning the terms of such agreement. If no agreement is reached, you and your Landlord must appear before the Committee concerning the Rent Increase. If you fail to appear at the hearing, the Committee will not consider your request and you will be precluded from seeking further or additional review of the particular Rent Increase under the City's rent review procedures. At the hearing the Committee will make a decision concerning your request. You and your Landlord may agree to accept the Committee's decision even though the Committee's decision will be non-binding on you and your Landlord. If you and your Landlord agree to a Rent Increase less than the Rent Increase your Landlord requested and you have already paid the Rent Increase, your Landlord must provide you with a refund or a credit against future rents. It is illegal for a Landlord to retaliate against a Tenant for the Tenant's lawfully and peacefully exercising his or her rights including a request for the Committee to review a Rent Increase. Civil Code, section 1942.5. A Landlord's efforts to evict a Tenant within six months of a Tenant's requesting a hearing or otherwise participating in any way in the City's rent review process may be used as evidence of a retaliatory eviction."



PROPERTY MANAGEMENT, INC

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

Gallagher & Lindsey Property Management, Inc (Agent for Owner)

LaVar Grey and Michelle Esguerra

("Landlord/ Agent for Landlord") and

, ("Tenant") agree as follows:

1. PROPERTY:

A. Landlord/ Agent for Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as:
2157 San Jose Avenue, Unit B, Alameda, CA 94501 ("Premises").

B. The following personal property is included: Stove, refrigerator, window coverings

2. TERM: The term begins on (date) March 4, 2017 ("Commencement Date"), (Check A or B):

☒ A. Month-to-month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice to the Landlord/Agent for Landlord at least 30 days prior to the intended termination date. Landlord/Agent for Landlord may terminate the tenancy by giving written notice as provided by law. Such notice may be given on any date.

☐ B. Lease: and shall terminate on (date) at AM/PM.

Any holding over after the term of this Agreement expires, with Landlord's/ Agent for Landlord's consent, shall create a month-to-month tenancy which either party may terminate as specified in paragraph 2A. Rent shall be at a rate equal to the rent for the immediately preceding month, unless otherwise notified by Landlord/ Agent for Landlord, payable in advance. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of tenant to landlord under the terms of this agreement, except security deposit.

A. Tenant agrees to pay rent at the rate of \$ 1,950.00 per month for the term of the Agreement.

B. Rent is payable in advance on the 1st (or ☐ day of each calendar month, and is delinquent on the next day. Rent is due on the first day of each calendar month and a 3-day notice can be served any day thereafter. The late charge in paragraph 8 is not a grace period.

C. If Commencement Date falls on any day other than the first day of the month, rent shall be prorated based on a 30-day period. If Tenant has paid one full month's rent in advance of Commencement Date, rent for the second calendar month shall be prorated based on a 30-day period.

D. PAYMENT: The rent shall be paid to (name) Gallagher & Lindsey Property Management, at (address/phone number) (510) 522-3322 1406 Webster Street, Alameda, CA 94501, or at any other location specified by Landlord in writing to Tenant.

Payment in the form of ☐ cash ☒ personal check ☒ cashier's check or money order will be accepted.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$ 2,150.00 as a security deposit. Security deposit will be ☒ given to the Owner of the Premises; or ☐ held in Owner's Broker's trust account.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (1) cure Tenant's default in payment of rent, Late Charges, NSF fees, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (3) clean Premises, if necessary, upon termination of tenancy; and (4) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within three weeks after Tenant vacates the Premises, Landlord/ Agent for Landlord shall (1) furnish Tenant an itemized statement indicating the amount of any security deposit received/ and the basis for its disposition, and (2) return any remaining portion of security deposit to Tenant.

C. No interest will be paid on security deposit, unless required by local ordinance.

D. If security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposits are released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for security deposit.

5. MOVE-IN COSTS RECEIVED/DUE:

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from 3/4/17 to 3/31/17 (date)	\$1,820.00			
• Security Deposit	\$2,150.00			
Other Rental Fee	\$ 585.00 Pd. by Owner			
Other				
Total				

• The maximum amount that Landlord may receive as security deposit, however designated, cannot exceed two month's rent for an unfurnished premises, and three month's rent for a furnished premises.

6. PARKING: (Check A or B)

☒ A. Parking is permitted as follows: one car garage

The right to parking ☒ is, ☐ is not, included in the rent charged pursuant to paragraph 3. If not included in the rent, the parking rental fee shall be an additional \$ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises.

OR ☐ B. Parking is not permitted on the Premises.

Tenant's Initials

LG

ML

Landlord's/ Agent for Landlord's Initials () ()



Premises: 2157 San Jose Avenue, Unit B, Redwood City, CA 94061

Date February 21, 2017

7. STORAGE: (Check A or B)

☐ A. Storage is permitted as follows:

The right to storage space ☐ is, ☒ is not, included in the rent charged pursuant to paragraph 3. If not included in rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material.

OR ☒ B. Storage is not permitted on the Premises.

8. LATE CHARGE/ NSF CHECKS: Tenant acknowledges that either late payment of rent or issuance of a non-sufficient funds ("NSF") check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of rent due from Tenant is not received by Landlord within 5 (or ☐) calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord/ Agent for Landlord respectively, an additional sum of \$ 50.00 as Late Charge and \$25.00 as a NSF fee, either or both of which shall be deemed additional rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord/Agent for Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of rent. Landlord's/ Agent for Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date rent is due under paragraph 3, or prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.

9. CONDITION OF PREMISES: Tenant has examined Premises, all furniture, furnishings, appliances and landscaping, if any, and fixtures, including smoke detector(s). (Check one:)

☒ A. Tenant acknowledges that these items are clean and in operative condition, with the following exceptions see move-in inspectionOR ☐ B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition,OR ☐ C. Tenant will provide Landlord/Agent for Landlord a list of items which are damaged or not in operable condition within 3 (or ☐) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.OR ☐ D. Other: _____

10. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, registered felons or offenders, fire protection, other governmental services, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

11. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: electric

except gas, water, garbage and recycling _____, which shall be paid for by Landlord/Agent for Landlord.

If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined by Landlord/Agent for Landlord

12. OCCUPANTS: The Premises are for the sole use as a personal residence by the following named persons only:

LaVar Grey, Michelle Esguerra, Keanu LaVar Grey

Guest(s) who stay longer than 14 days in a calendar year without prior written consent of the Landlord/Agent for Landlord will be considered a violation of the rental agreement that may lead to termination

13. PETS: No animal or pet shall be kept on or about the Premises without Landlord's/Agent for Landlord's prior written consent, except: NONE

14. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord/Agent for Landlord which are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

15. CONDOMINIUM/PLANNED UNIT DEVELOPMENT: ☐ (if checked) The Premises is a unit in a condominium, planned unit, or other development governed by an owner's association. The name of the owner's association is _____ Tenant agrees to comply with all covenants, conditions and restrictions, by-laws, rules and regulations and decisions of owner's association. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by owner's association or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

16. MAINTENANCE:

A. Tenant shall properly use, operate, and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall pay for all repairs or replacements caused by Tenant, or guests or invitees of Tenant, excluding ordinary wear and tear. Tenant shall pay for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☒ Landlord/Agent for Landlord ☐ Tenant, shall water the garden, landscaping, trees and shrubs, except: _____C. ☒ Landlord, ☐ Tenant shall maintain the garden, landscaping, trees, and shrubs, except: _____

17. ALTERATIONS: Tenant shall not make any alterations in or about the Premises, without Landlord/Agent for Landlord prior written consent, including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.

18. KEYS/LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐) _____,
☐ _____ key(s) to Premises, ☐ _____ remote control device(s) for garage door/gate opener(s).
☐ _____ key(s) to mailbox, ☐ _____
☐ _____ key(s) to common area(s), ☐ _____

B. Tenant acknowledges that locks to the Premises ☐ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord/Agent for Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

Tenant's Initials (LG)

(V)

Landlord's/ Agent for Landlord's Initials ()

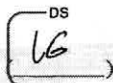
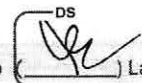
Gallagher and Lindsay



Premises: 2157 San Jose Avenue, Unit B, Alameda, CA 94501Date February 21, 2017

19. **ENTRY:** Tenant shall make Premises available to Landlord/Agent for Landlord or representative for the purpose inspections by owner including but not limited to necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord/Agent for Landlord and Tenant agree that twenty-four hours (24) written notice shall be reasonable and sufficient notice. In an emergency, Landlord/Agent for Landlord or representative may enter Premises at any time without prior notice.
20. **SIGNS:** Tenant authorizes Landlord/Agent for Landlord to place For Sale/Lease signs on the Premises. No other signs may be displayed on the premises.
21. **ASSIGNMENT/SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without prior written consent of Landlord/Agent for Landlord. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall be null and void, and, at the option of Landlord/Agent for Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord/Agent for Landlord an application and credit information for Landlord/Agent for Landlord's approval, and, if approved, sign a separate written agreement with Landlord/Agent for Landlord and Tenant. Landlord/Agent for Landlord's consent to any one assignment, transfer or sublease, shall not be construed to any subsequent assignment, transfer or sublease, and does not release Tenant of Tenant's obligation under this Agreement.
22. ☒ **LEAD PAINT (CHECK IF APPLICABLE):** Premises was constructed prior to 1978. In accordance with federal law, Landlord/Agent for Landlord gives, and Tenant acknowledges receipt of, the disclosures on the attached form and a federally approved lead pamphlet.
23. **POSSESSION:** If Landlord/Agent for Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to date on which possession is made available to Tenant. If Landlord/Agent for Landlord is unable to deliver possession within 5 (or ☐) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all rent and security deposit paid.
24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of Agreement, Tenant shall: (a) give Landlord/Agent for Landlord all copies of all keys opening devices to Premises, including any common areas; (b) vacate Premises and surrender it to Landlord/Agent for Landlord empty of all persons; (c) vacate any/all parking and/or storage space; (d) deliver Premises to Landlord/Agent for Landlord in the same condition as referenced in paragraph 9; (e) Premises, including professional cleaning of carpet and drapes; (f) give written notice to Landlord/Agent for Landlord of Tenant's forwarding address, and (g) All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord/Agent for Landlord upon termination.
25. **BREACH OF CONTRACT/EARLY TERMINATION:** In addition to any obligations established by paragraph 24, in event of termination by Tenant prior to completion of the original term of Agreement, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental.
26. **TEMPORARY RELOCATION:** Tenant agrees, upon demand of Landlord/Agent for Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation, or other methods, to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of rent equal to the per diem rent for the period of time Tenant is required to vacate Premises.
27. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render Premises uninhabitable, either Landlord or Tenant may terminate Agreement by giving the other written notice. Rent shall be abated as of date of damage. The abated amount shall be the current monthly rent prorated on a 30-day basis. If Agreement is not terminated, Landlord shall promptly repair the damage, and rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord/Agent for Landlord shall have the right of termination, and no reduction in rent shall be made.
28. **INSURANCE:** Tenant's personal property and vehicles are not insured by Landlord/Agent for Landlord or, if applicable, owner's association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own insurance (Renter's Insurance) to protect Tenant from any such loss.
29. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (a) Tenant obtains a valid waterbed insurance policy; (b) Tenant increases the security deposit in an amount equal to one-half of one month's rent; and (c) the bed conforms to the floor load capacity of Premises.
30. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
31. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:
 Landlord/ Agent for landlord: Gallagher & Lindsey Property Management, Inc Tenant: LaVar Grey and Michelle Esguerra
1406 Webster Street, Alameda, CA 94501 2157 San Jose Avenue, Unit B, Alameda, CA 94501
(510) 522-3322
32. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. The tenant estoppel certificate acknowledges that this Agreement is unmodified and in full force, or in full force as modified, and states the modifications. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
33. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
34. ☐ **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord/Agent for Landlord) Premises is located within one mile of an area once used for military training, and which may contain potentially explosive munitions.
35. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord/Agent for Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this Agreement. Landlord/Agent for Landlord may cancel this Agreement, (a) before occupancy begins, upon disapproval of the credit report(s), or (b) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

Tenant's Initials

Landlord's/ Agent for Landlord's Initials ()




Premises: 2157 San Jose Avenue, Unit B, Meda, CA 94501

Date February 21, 2017

36. DATA BASE DISCLOSURE: NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

37. OTHER TERMS AND CONDITIONS/ SUPPLEMENTS: To offset expenses incurred due to short occupancy term, the following charges will apply to all rentals: If tenant vacates before one-year anniversary, the rental fee will be charged from the tenant's security deposit refund. If tenant vacates prior to six-month anniversary, in addition to the rental fee, a charge of \$100/month will apply in reverse order (for example, if tenant vacates after one month, charge of \$500.00 will be taken from security deposit; if tenant vacates after two months, \$400.00 charge, etc.

The following ATTACHED supplements are incorporated in this Agreement: _____

38. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord/Agent for Landlord and Tenant are incorporated in this Agreement which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement which is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement.

39. AGENCY:

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

Listing Agent: (Print firm name) Gallagher & Lindsey Property Management, Inc is the agent of

(check one): ☐ the Landlord exclusively; or ☒ both the Landlord and Tenant.

Leasing Agent: (Print firm name) Gallagher & Lindsey Property Management, Inc (if not same as Listing Agent) is the agent of

(check one): ☐ the Tenant exclusively; or ☐ the Landlord/Agent for Landlord exclusively; or ☒ both the Tenant and Landlord/Agent for Landlord

B. Disclosure: ☐ (if checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships form has been provided to Landlord/Agent for Landlord and Tenant, who each acknowledge its receipt.

40. ☐ INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted/translated for Tenant into the following language:

_____ Interpretation/translation service has been provided by (print name) _____

_____, who has the following Driver's License or other identification number: _____

Tenant has been advised to rely on, and has in fact solely relied on the interpretation/translation services of the above-named individual, and not on the Landlord or other person involved in negotiating the Agreement. If the Agreement has been negotiated primarily in Spanish, Tenant has been provided a Spanish language translation of this Agreement pursuant to California Civil Code.

Signature of interpreter/translator _____

Date _____

41. SMOKING: Smoking is not permitted inside the premises. Tenant(s) and their guests shall smoke only outdoors, and in designated smoking areas, if any are designated. Tenant will choose outdoor smoking area(s) so as not to interfere with non smokers' enjoyment of property.

Landlord/Agent for Landlord and Tenant acknowledge and agree that 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/Agent for Landlord should accept; and (f) Do not decide upon the length or other terms of tenancy. Landlord/Agent for Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant [Signature] Date 2/22/2017

Tenant [Signature] Date 2/23/2017

Landlord/Agent for Landlord 35777A1FBE2A422... Date _____

(owner or agent with authority to enter into this lease)

Landlord/Agent for Landlord _____ Date _____

(owner or agent with authority to enter into this lease)

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this Agreement are not a party to the Agreement between Landlord/Agent for Landlord and Tenant.

Real Estate Broker _____ By _____ Date _____
(Leasing Firm Name)

Address _____ Telephone _____ Fax _____

Real Estate Broker _____ By _____ Date _____
(Listing Firm Name)

Address _____ Telephone _____ Fax _____

Tenant's Initials LG [Signature] Landlord's/ Agent for Landlord's Initials (_____) Gallagher and Lindsey





**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM
For Pre-1978 Housing Sales, Leases, or Rentals**

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☒ Residential Lease or Month-to-Month Rental Agreement, or ☐ other: _____

as: 2157 San Jose Avenue, Unit B, Alameda, CA 94501, dated February 21, 2017, on property known as: 2157 San Jose Avenue, Unit B, Alameda, CA 94501 ("Property") in which LaVar Grey and Michelle Esguerra is referred to as Buyer or Tenant and Gallagher & Lindsey Property Management, Inc is referred to as Seller or Landlord/ Agent for Landlord.

LEAD WARNING STATEMENT Every purchaser or tenant 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, paint chips and dust that may place young children at risk of developing lead poisoning. Lead can pose health hazards if not taken care of properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or landlord of any interest in pre-1978 residential real property, prior to the sale or rental, is required to: (a) Provide the buyer or tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller or landlord's possession; (b) Notify the buyer or tenant of any known lead-based paint hazards; and (c) Give the buyer or tenant a Federally approved pamphlet on lead poisoning prevention. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

1. LANDLORD'S/ AGENT FOR 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:

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:

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."

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

Landlord/Agent for Landlord

Date

Landlord/Agent for Landlord

Date

Tenant and Landlord/Agent acknowledge receipt of copy of this page, which constitutes Page 1 of 2 Pages.

Tenant's Initials (LG) (ME) Landlord/ Agent's Initials () ()

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



Property Address: 2157 San Jose Avenue, Unit B, Alameda, CA 94501Date: February 21, 2017**2. LISTING AGENT'S ACKNOWLEDGMENT**

Agent has informed Seller or Landlord/Agent for 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.

Agent (Broker representing Seller) Please Print

By _____
Associate-Licensee or Broker Signature

Date

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.

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

DocuSigned by: Lavar Gray 2/22/2017

DocuSigned by: [Signature] 2/23/2017

Buyer or Tenant Date Buyer or Tenant Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord/ Agent for Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 USC 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.

Agent (Broker obtaining the Offer)

By _____
Associate- Licensee or Broker Signature

Date

Tenant and Landlord/Agent acknowledge receipt of copy of this page, which constitutes Page 2 of 2 Pages.

Tenant's Initials (LG) ([Signature]) Landlord/ Agent's Initials () ()

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





SMOKE/CARBON MONOXIDE DETECTOR AGREEMENT

THIS AGREEMENT is entered into this 21st day of February 2017

By and between Gallagher & Lindsey Property Management, Inc, "Owner" (Landlord/Agent for Landlord),
and LaVar Grey and Michelle Esguerra, "Resident" (Tenant).

IN CONSIDERATION OF THEIR MUTUAL PROMISES, OWNER AND RESIDENT
AGREE AS FOLLOWS:

1. Resident is renting from Owner (Landlord/Agent for Landlord) the premises located at:
2157 San Jose Avenue, Unit B, Alameda, CA 94501
2. This agreement is an Addendum and part of the Rental Agreement and/or Lease between Owner and Resident.
3. The premises are equipped with a smoke detection device(s) and/or carbon monoxide detector.
4. Resident acknowledges the smoke detector(s) and/or carbon monoxide detectors were tested and their operation explained by management at time of initial occupancy, and that all detector(s) in the unit were working properly at that time.
5. Each resident shall perform the manufacturer's recommended test to determine if the smoke detector(s) and/or carbon monoxide detectors are operating properly at least once a week.
6. Initial **ONLY IF BATTERY OPERATED:** LG ME
By initialing as provided, each Resident understands that said detector(s) and alarms are battery operated, and that it shall be each Resident's responsibility to:
 - A. ensure that the batteries are in operating condition at all times;
 - B. replace the batteries as needed (unless otherwise provided by law); and
 - C. if, after replacing the battery, the smoke detector(s) and/or carbon monoxide detectors do not work, inform the Owner or authorized agent immediately in writing.
7. Resident(s) must inform the owner or authorized agent immediately in writing of any defect, malfunction or failure of any smoke and/or carbon monoxide detectors.
8. If local law requires the owner to test the smoke and/or carbon monoxide detectors, the resident shall allow the owner or his agent access to the premises for that purpose.

Owner/Landlord/Agent for Landlord

DocuSigned by:

LaVar Grey

33687366E6E146B

Resident

DocuSigned by:

ME

35777A1FBE2A192

Resident



MOLD NOTIFICATION ADDENDUM TO RENTAL AGREEMENT/LEASE AGREEMENT

THIS AGREEMENT made and entered into between Gallagher & Lindsey Property Management, Inc, "Owner/Agent"
and LaVar Grey and Michelle Esguerra, "Resident".

Resident is renting from Owner/Agent the premises located at:

2157 San Jose Avenue, Unit # (if applicable) B
(Street Address)
Alameda, CA 94501
(City) (zip)

It is our goal to maintain the highest quality living environment for our residents. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Resident is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Residents regularly allow air to circulate in the apartment. It is also important that Residents keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

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

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

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.
2/22/2017

Date 2/23/2017

Date _____

Date _____

LaVar Grey
Resident
35177A1FBE2A422...

Owner/Agent





Term Addendum

Date: February 21, 2017


LaVar Grey and Michelle Esguerra

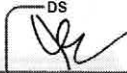
Tenant

2157 San Jose Avenue, Unit B, Alameda, CA 94501

Address

Tenant acknowledges offer of one year lease (please initial below):


 Tenant's Initials


 Tenant's Initials

Tenant acknowledges notice that their rental is subject to Alameda Rent Stabilization and Limitations on Evictions Ordinance 3148.

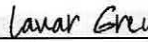
Tenant can obtain information on Ordinance 3148 by going to:
<https://alamedaca.gov/city-hall/rent-review-advisory-committee-rrac>.

A hard copy of the ordinance will be provided upon request.

Landlord / Agent for Landlord:

Resident:

DocuSigned by:



DocuSigned by:

33587306E6E1466...

35777A1FBE2A422...

1406 Webster Street
Alameda, CA 94501
Phone: (510) 522-3322
Fax: (510) 521-7272
alamedarentals.com

Gallagher and Lindsey

PROPERTY MANAGEMENT, INC

ALAMEDA UTILITIES

TENANT(S): LaVar Gray & Michelle Esquerro

ADDRESS: 2157 San Jose Ave., Unit B, Alameda, CA 94501

I understand that it is my responsibility to transfer the following utilities into my name, per the terms of my rental agreement, effective on or before the date of move-in: 3/4/17.

☐ **GAS**

Pacific Gas & Electric (PG&E), 800-743-5000
2510 Santa Clara Ave., Alameda
www.pge.com

☒ **ELECTRICITY**

Alameda Municipal Power (AMP), 510-748-3901
2000 Grand St., Alameda
www.alamedamp.com

☐ **WATER**

East Bay Municipal Utility District (EBMUD), 1-866-403-2683
2130 Adeline St., Oakland
www.ebmud.com

☐ **GARBAGE/RECYCLING**

Alameda County Industries (ACI), 510-483-1400
2307-B Blanding Ave., Alameda
www.alamedacountyindustries.com

I further understand that failure to transfer utilities into my name within 48 hours of move-in will result in immediate disconnection of service(s), and may be considered a violation of my rental agreement.

DocuSigned by:
LaVar Gray

Tenant 33687366E6E1466...

DocuSigned by:

[Signature]
Tenant 35777A1FBE2A422...

2/22/2017

Date

2/23/2017

Date

1406 Webster Street
Alameda, CA 94501
Phone: (510) 522-3322
Fax: (510) 521-7272
alamedarentals.com



City of Alameda

Purchaser/ Tenant Disclosure of Secondhand Smoke Ordinance

The City of Alameda's Secondhand Smoke Ordinance [Alameda Municipal Code (AMC) Section 24-12] prohibits smoking in multi-unit housing, including apartments, condominiums, stock cooperatives, or planned developments. This ordinance requires rental, lease, and purchase agreements involving multi-unit housing of two (2) or more units to incorporate all ordinance disclosure provisions listed below. By completing and complying with this form, Landlords, Owners, and Sellers satisfy their obligations listed in AMC 24-12.5.

This form provides written disclosure, in compliance with the City's Secondhand Smoke Ordinance at the following address:

This property follows the no-smoking laws adopted in the City of Alameda's Secondhand Smoke Ordinance.

Effective January 2, 2012:

- ✓ Smoking is prohibited in all common areas
- ✓ Smoking is prohibited inside existing units that are newly leased.
- ✓ Smoking is prohibited in all newly built units.

Effective January 1, 2013:

- ✓ Smoking is prohibited in all multi-unit housing.

Smoking is prohibited in common areas, except that a person with legal control over a common area, such as a landlord, may designate a portion of the common area as a designated smoking area provided that at all times the designated smoking area complies with AMC 24-12.5(b), which requires that the designated smoking area be:

1. An unenclosed area
2. at least 20 feet from any enclosed non-smoking area
3. at least 20 feet from unenclosed areas primarily used by children and unenclosed areas with improvements that facilitate physical activity
4. no more than 10% of the total unenclosed area of the multi-unit residence
5. Clearly marked with a perimeter and identified with clear and conspicuous signs

If a dedicated smoking area is so designated, the Landlord/Owner/Seller must attach a diagram that illustrates the precise location and configuration of the premises' designated Smoking area (AMC 24-12.5(c)).

Note: There is no smoking within 20 feet from any doorway, window, opening, or vent into an enclosed area in which smoking is prohibited, except while actively passing on the way to another destination (AMC 24-12.4).

I agree to comply with the no-smoking policies that govern this address, and understand that violating the City's no-smoking laws constitutes a material breach of any lease executed. Each party to the lease or agreement to purchase hereby acknowledges that they were made aware and fully understand where smoking is unlawful. Landlord/Owner/Seller must maintain this document for their records.

☐ Landlord/Owner/Seller

☒ Tenant/Purchaser

Printed Name Lavar Grey

Signature _____

DocuSigned by:

Lavar Grey

Date 2/22/2017

33687366F6F1466...

DocuSigned by:

Michelle Esquerro

Printed Name Michelle Esquerro

Signature _____

Date 2/23/2017

35777A1FBE2A422...

For more information on no-smoking policies and complying with the new disclosure law, go to

<http://www.cityofalamedaca.gov/Residents/Secondhand-Smoke-Policies>

or call (510) 747-4884

24 Hour Repair Line / Pager Service
Gallagher & Lindsey Property Management, Inc
1406 Webster Street ■ Alameda, CA 94501

Gallagher & Lindsey is pleased to provide our tenants with a 24-Hour Repair Line. You may call this number any time of the day or night and leave a message regarding repair needs or concerns. Technicians are generally dispatched the same day or within 48 hours, depending upon the nature and urgency of the request. Most technicians work between the hours of 8 a.m. – 5 p.m. Monday through Friday.

REPAIR LINE: (510) 747-1631

When leaving your message on the Repair Line:

- State if you'd like to make an appointment OR if the technician has permission to enter your residence with a key in your absence.
- Always leave a current phone number, even if you think we have it.
- Calling the main office for repairs/problems inside your unit generally delays the completion of your repair. **You should always report to the Repair Line for faster service and to avoid confusion.**
- Remember: it is the tenant's responsibility to change light bulbs, smoke detector batteries, heater filters, drip pans on stoves and other generally disposable items. If appliances, drains, windows, etc. are not functioning properly, it is the tenant's responsibility to report the problem and allow entry within a reasonable timeframe, in order to have the items repaired. If you do not receive a timely response the first time you call the Repair Line, call and report it again: please **do not** call the office or the emergency pager to follow up.

Emergency Pager

If a sudden unforeseen crisis occurs (especially if it may endanger yourself or damage the property), requiring urgent and immediate attention that cannot wait for regular business hours, you will need to use the pager service. The Emergency Pager number is (510) 448-3334. When using the pager, you may enter your telephone number or leave a brief voice message with details of the emergency, your address and phone number.

BEFORE USING THE EMERGENCY PAGER:

- Make sure that you have done your part to resolve the problem. For example, if the water is running constantly, can you reach a water shut-off valve to the sink or toilet and temporarily stop the running? If your electricity is off, did you check the breaker and fuses or call AP&T/PG&E to check for outages? If you smell gas, please call PG&E directly. If you have no running water in your unit, please call EBMUD to check for supply problems first.
- If you have already left a message on the Repair Line, **please do not duplicate your call** by using the emergency pager also. **The pager service is for truly urgent requests, and should not be used for minor repair requests, nuisance issues or follow-up calls.**

We thank you for your cooperation, and hope you enjoy renting with Gallagher and Lindsey!

I have read and understand the procedure for repairs. Tenant initials:

DS
(LG)

DS
([Signature])



PROPERTY MANAGEMENT, INC

Dear New Residents:

We are happy that you have chosen one of our properties. As a courtesy to you, I have already completed your move-in inspection. A copy of the inspection can be found in the unit, as well as in your file. If for some reason I have not completed a move-in inspection, please call the number listed below and I'll be happy to schedule with you. My inspection hours are Monday through Friday, 9:00 a.m. – 5:00 p.m.

Thank you for your time in this matter.

Regards,

A handwritten signature in cursive script that reads "Joseph Snell".

Joseph Snell

Inspection Coordinator

(510) 522-3322, Ext. 1209

1406 Webster Street
Alameda, CA 94501
Phone: (510) 522-3322
Fax: (510) 521-7272
alamedarentals.com



PROPERTY MANAGEMENT, INC

TO WHOM IT MAY CONCERN:

RE: 2157 San Jose Ave., Unit B, Alameda, CA 94501
(Address)

This letter is to authorize the tenant of the above property to have additional telephone or cable lines installed at the property. Please use your best judgment regarding drilling through outer walls. Owner will not pay installation or service fee, so all payment arrangements will be with the tenant.

If you have questions, please feel free to call me at (510) 748-1799.

A handwritten signature in cursive script that reads "Lisa Fowler".

Lisa Fowler
Senior Property Manager
Owner's Authorized Representative

1406 Webster Street
Alameda, CA 94501
Phone: (510) 522-3322
Fax: (510) 521-7272
alamedarentals.com



RENTALS & PROPERTY
MANAGEMENT, LLC

April 27, 2016

RE: Alameda Rent Ordinance 3148

S I N C E
1 9 6 7

Exceptional Then ...
Exceptional Now!

The City of Alameda's Rent Review, Rent Stabilization, and Limitations on Certain Evictions Ordinance (Ordinance 3148) became effective March 31, 2016. As required, we write to provide all our current renters with information before the beginning of May. The content of Ordinance 3148 replaces the prior ordinances, including the moratorium. Specifically, all Landlords are required to provide:

- 1) Written notice that Tenant's rental unit is subject to Ordinance 3148
- 2) A copy of the Ordinance, or the weblink to the Ordinance: <http://alamedaca.gov/city-hall/rent-review-advisory-committee-rrac>. If you do not have access to the internet and require a paper copy, we will provide a copy upon request. You can pick up a copy at our rental office, at 1406 Webster Street, or leave a message at (510) 522-3322 to request that a copy be mailed to you.

Our standard practices on the majority of the items addressed in the new ordinance have been part of our basic business practices for 20 years or more - things such as limiting rent increases to once a year, and terminating tenancy in cases of illegal activity or disturbance to neighbors. We will continue to provide the quality of housing and management we have in past years.

The changes we feel will most affect renters of Gallagher & Lindsey properties affect:

Notice required on rent increases up to and including 5%

Notice required on rent increases of more than 5%

Notice required for termination of tenancy

We must offer a 1-year lease on the first rent increase after March 31, 2016

(you can accept or decline)

Thank you for renting one of our properties. We appreciate our ongoing business relationship with you.

Sincerely,

Lisa Fowler

Property Manager

510-748-1799

email: lisa@alamedarentals.com

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AlamedaRentals
.com

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