

Contact Information

Tenant Information

Tenant name *	Email	Phone number	
Valerie and Brad Price		Numbers only	
Tenant street address *	Unit number	City	State
1415 Broadway	311	Alameda	CA

Landlord Information

Landlord name *	Email	Phone number		
Amalia Morgan	alamedahotel4@gmail.com	5108656222 Numbers only		
Landlord street address *	Unit number	City *	State *	Add name
1415 Broadway	40	Alameda	CA	- Only when there are multiple addresses

Rent Increase Information

Current Rent Increase Offer

1. What is the current monthly rent? *	What is monthly amount of rent with the requested rent increase? *	Increased amount	Increased percentage
\$ 1,470.00	\$ 1,617.00	\$ 147.00	10%

2. What date was the notice served on the tenant? *

4/1/2019

3. What is the effective date of the rent increase? *

5/1/2019

4. How was the rent increase notice served? *

☐ In-Person ☐ Post & Mail ☒ Other (please specify)

attached to my door

Rent History Information

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

☒ Lease ☐ Month-to-Month

6. What was the start date of the tenancy? *

8/3/2015

7. Have previous rent increases been imposed on the tenant(s) at this unit? *

☐ No ☒ Yes

Rent increase history at this unit

Rent increase effective date	Rent increased from	Rent increased to	Increased amount	Increased percentage
9/1/2016	\$ 1,400.00	\$ 1,470.00	\$ 70.00	5%
5/1/2019	\$ 1,470.00	\$ 1,543.00	\$ 73.00	4.96598%

Property Information

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

Any unit receiving Section 8 assistance is not required to use this form and must follow rent increase procedures under the Section 8 program

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

☒ No ☐ Yes ☐ 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

	Stories in the building *	Units in the building *	Bedrooms in the unit *	Bathrooms in the unit *
11. How many?	3	93	1	1

	Age 0-17	Age 18-61	Age 62+
12. How many occupants reside in the unit?	2	2	

13. Please check any housing services offered at the unit: *

☒ Gas ☒ Water ☐ Electricity ☒ Garbage ☐ Recycling ☐ Pet Rent ☐ Off street parking ☐ Garage parking
☒ Elevator ☐ Building security ☒ Pool ☐ Furnished ☐ None
☒ Other (please specify)

pool has been closed for 3 years

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)

parking

Rent Increase Response

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

[Click here for more information.](#)

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

\$ 1543.50

Total monthly amount

16. Share your perspective on this rent increase by uploading the documents indicated below :

Would you like instructions on how to upload a document?

☐ No ☒ Yes

Upload Instructions:

1. Click the grey Upload button below.
2. A window will appear that displays the files in your computer
3. Choose the file(s) from your computer that you would like to upload.
4. Click Open.

a. Submit a copy of the rent increase notice and any attachments you received with the rent increase.

rent 1470 10% increase.jpeg	929.21KB
Resized_20190401_183331.jpeg	1.03MB
Resized_20190401_183433.jpeg	870.75KB

b. Please provide a written statement explaining your perspective on the rent increase amount.

rent.docx	3.68KB
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Optional: Type your statement here.

I have attached a letter to explain everything. Please schedule a hearing. This is the 3rd increase in less than 60 days we got. The last one was void and some money had to be refunded as well. The pool area was available only the summer we moved in. At this point we want a hearing.

c. Please submit supportive documentation to substantiate your statements.

page 1 gmas.jpg	2.92MB
page 2 gmas.jpg	2.93MB
page 3 gmas.jpg	2.88MB
page 4 gmas.jpg	3.03MB
mold pic 6.jpg	234.65KB
pool signs.jpg	4.03MB

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.

4. This declaration (certification) was executed on *

4/8/2019

Date

5. This declaration (certification) was executed at *

Alameda, CA

Location (City, State)

*

Valerie and Brad Price

Print Name

*

Valerie and Brad Price

Signature (Tenant)

To Whom It May Concern:

I disagree with this rent increase. We received a notice stating that our parking was going up \$5 effective in March 2019. Now we receive a notice of rent increase of 5% effective April 2019 which was void. Now we get 2 increases one increase for 5% and another increase for 10%. It appears the 5% is void and going for the 10%. This is confusing. We are willing to pay the 5%.

We are experiencing severe lack of maintenance in our unit. We have only 1 light bulb in our living room and 2 lights in the kitchen when it needs 2 light bulbs. We also don't have screens on our windows. We also have no blinds on any of our windows. We are experiencing severe mold on the walls of our unit. I reported this to them the first time was last year and the maintenance came in and half way cleaned and repainted it. Now it's back. I mentioned to them that it was the windows they disagreed. We have remained in the unit with severe black mold. We have 2 kids. We are getting sick from the mold. I have had a company come in and evaluate the windows and there is no sealant or paint on the outside of our windows. The manager didn't give me a 72 hour notice and told me that someone was coming in to test the mold. I had my hand forced and was here for that. After I explained where the mold was the owner of the building opened my closet door and said oh is there mold in here. This action was not invited. The owner then left. I was not informed of the results. There is a tarp over my roof cause it is leaking. There is a hole on the side of the building. I would like everything to be fixed in our unit by a certified contractor. I am living in an uninhabitable unit so the rent increase is unacceptable. The owner did give me a dehumidifier however there was no talk about the increase it will cause my power bill. When we first moved in here the pool was open. That was the only summer it was open. They closed it and it has remained closed. We now have specific hours to go out by the pool to BBQ. The increase in parking states that all cars that park there have to be registered in my name. I have an issue with that, I have an elderly father that comes to visit me every other month and I let him park there since it's closer. His car is not registered in my name so now he can't park there which is very unfair. Also there is a big hole on the side of the building by my daughter's bedroom and when you look at it, inside the hole is black. My daughter's carpet has got wet since the walls are wet and caused the carpet to also get wet and molded. The mold got on the entertainment center in her room that we now have to throw out. We have had to throw out a lot of stuff due to the mold. I showed the owner this estimate that I got and it was dismissed and disregarded he said that doesn't mean anything to me.

I have tried to speak with the owner and he said a few things that I don't open the windows. Which I do open my windows at least 1 hour per day since it is cold outside unless it is raining. Just because he

doesn't see it doesn't mean it's not getting done. Then he tried to tell me that my apartment is dirty that I live a very dirty lifestyle. I clean as much as I can I have kids mold is not caused by toys on the floor. Then he said he will be understanding this time but next time he will not be so sympathetic. I am unsure what he means but sounded like he threatened me. We had a meeting with the landlord and the owner they are moving us into a hotel to clean it however they were unable to provide us with the steps of the cleaning process we were told this will take up to 4 days. The owner still talked about us not opening the windows and he states lack of cleaning and we need to do what he does at his house. We have kids and toys or not vacuuming doesn't cause mold.

We do clean about once a week. The owner also urged us to get rid of some of our belongings such as furniture. Once the meeting was over we got the 10% increase. The date says March 30th however we didn't get it till the 1st of April.



**The
Glass Man
& Sons**

THE GLASS MAN & SONS

(510) 523-5046
License #997017
636 EAGLE AVE

Estimate

Date	Estimate #
3/4/2019	18-8772

Bill To
Brad Price 1415 Broadway #311 Alameda, CA 94501

Job Site
1415 Broadway #311 Alameda, CA 94501

Customer Phone

510-866-9954

P.O. No.	Scheduled	Schd. Time	Rep
	3/4/2019	3-5PM	

Cross Street

Qty.	Description	Rate	Amount
1	<p>BATHROOM:</p> <p>(24 x 69) BLOCK SIZE Milgard Bronze Anodized Aluminum Block Frame Slope Sill Single Hung Window 1/8" Clear Annealed over 1/8" Low-e Annealed Insulated Glass Remove Existing Window Install Custom Made Replacement Window</p> <p>OPTION: Add \$333.00 for Bronze (Black) Exterior / White Interior Vinyl Double Hung</p>	1,361.00	1,361.00
1	<p>CLOSET:</p> <p>(24 x 69) BLOCK SIZE Milgard Bronze Anodized Aluminum Block Frame Slope Sill Single Hung Window 1/8" Clear Annealed over 1/8" Low-e Annealed Insulated Glass Remove Existing Window Install Custom Made Replacement Window</p> <p>OPTION: Add \$333.00 for Bronze (Black) Exterior / White Interior Vinyl Double Hung</p>	1,361.00	1,361.00

Total

Fax (510) 523-5045

M HRS

www.theglassmanandsons.com



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3/4/2019	18-8772

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Brad Price 1415 Broadway #311 Alameda, CA 94501

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P.O. No	Scheduled	Schd. Time	Rep
	3/4/2019	3-5PM	

Cross Street

Qty	Description	Rate	Amount
2	SAVANAH'S ROOM: (24 x 69) BLOCK SIZE Milgard Bronze Anodized Aluminum Block Frame Slope Sill Single Hung Window 1/8" Clear Annealed over 1/8" Low-e Annealed Insulated Glass Remove Existing Window Install Custom Made Replacement Window OPTION: Add \$333.00 for Bronze (Black) Exterior / White Interior Vinyl Double Hung	1,361.00	2,722.00
1	KITCHEN: (42 x 69) BLOCK SIZE Milgard Bronze Anodized Aluminum Block Frame Slope Sill Single Hung Window 1/8" Clear Annealed over 1/8" Low-e Annealed Insulated Glass Remove Existing Window Install Custom Made Replacement Window OPTION: Add \$348.00 for Bronze (Black) Exterior / White Interior Vinyl Double Hung	1,854.00	1,854.00
Total			

Fax (510) 523-5045

M HRS

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Estimate

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3/4/2019	18-8772

Bill To
Brad Price 1415 Broadway #311 Alameda, CA 94501

Job Site
1415 Broadway #311 Alameda, CA 94501

Customer Phone

510-866-9954

P.O. No.	Scheduled	Schd. Time	Rep
	3/4/2019	3-5PM	

Cross Street

Qty	Description	Rate	Amount
1	LIVING ROOM: (42 x 69) BLOCK SIZE Milgard Bronze Anodized Aluminum Block Frame Slope Sill Single Hung Window 1/8" Clear Annealed over 1/8" Low-e Annealed Insulated Glass Remove Existing Window Install Custom Made Replacement Window OPTION: Add \$348.00 for Bronze (Black) Exterior / White Interior Vinyl Double Hung	1,854.00	1,854.00
2	T.V. ROOM: (19 x 69) BLOCK SIZE Milgard Bronze Anodized Aluminum Block Frame Slope Sill Single Hung Window 1/8" Clear Annealed over 1/8" Low-e Annealed Insulated Glass Remove Existing Window Install Custom Made Replacement Window OPTION: Add \$335.00 for Bronze (Black) Exterior / White Interior Vinyl Double Hung	1,350.00	2,700.00

Total

Fax (510) 523-5045

M HRS

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3/4/2019	18-8772

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Brad Price 1415 Broadway #311 Alameda, CA 94501

Job Site
1415 Broadway #311 Alameda, CA 94501

Customer Phone 510-866-9954

P.O. No.	Scheduled	Schd. Time	Rep
	3/4/2019	3-5PM	

Cross Street

Qty	Description	Rate	Amount
	<p>NOTE: Our findings suggest that the windows may be leaking due to the exterior trim not being painted and the stucco being cracked. It is also possible that there is roof leak.</p> <p>***This proposal valid for 30 days. After 4/7/19, prices are subject to change. Thank you.***</p> <p>Authorization _____</p>	0.00	0.00

Total \$11,852.00

Fax (510) 523-5045

M HRS

www.theglassmanandsons.com



Pool Closed
Indefinitely

{No Swimming
in Pool}

ONLY

Pool patio area Hours

Effective July 30, 2018

11:00am to 7:30pm
Sunday - Thursday

11:00 am to 8:30pm
Friday and Saturday
Residents are responsible for the
clean up after using the area.

We apologize for the
Inconvenience
Thank you, Management

Pool patio area Changes 7/30/18

Per Alameda City code 24-11.3
Prohibition of all Smoking,
Alcohol Drinking will not be
allowed in the Pool area.

No unnecessary noise due to loud talking and music will
be permitted

We apologize for the Inconvenience
Thank you, Management

RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent: <u>Alameda Hotel Apartments</u>	Apartment Number <u>#311</u>
Tenant(s)/Lessee: <u>Brad Price Rodriguez</u> (Signature)	
Tenant(s)/Lessee: <u>Valerie Rodriguez and Savannah Rodriguez (Minor)</u>	
Apartment Number: <u>#311 (1 Bedroom)</u>	
Apartment Address: <u>1415 Broadway</u>	
City: <u>Alameda</u> , State <u>CA</u> , Zip <u>94501</u>	
Monthly Rental Rate: <u>\$ 1400.00</u>	This agreement shall commence on <u>August 8, 2015</u> , and continue: (check one below)
Rental Due Date: <u>First Day of Each Month</u>	A. <input type="checkbox"/> Month to Month Agreement
Security Deposit: <u>\$ 500.00</u>	B. <input checked="" type="checkbox"/> Until <u>February 8, 2016</u> at which time thereafter shall become a month to
Late Charge: <u>\$ 50.00</u>	month tenancy upon written approval of the landlord. If Tenant should move from premises prior to the
Parking Space: <u>n/a</u>	expiration date, he shall be liable for all the rent due until such time the apartment is occupied
	by a Landlord-approved resident and/or expiration of said time period, whichever is shorter.

1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable breach of this agreement. RESIDENT hereby agrees to complete an updated application, including a census as to the occupants in the unit upon seven days request of OWNER.

2. **PAYMENTS:** Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: \$ 1083.84, and a Security Deposit of \$ 500.00, for a total payment of \$ 1583.84. All payments are to be made payable to: Alameda Hotel Apartments and delivered to 1415 Broadway Suite 40 Alameda CA 94501

California, Telephone Number 510-865-6222 who is usually available on the following days: Monday thru Friday during the following hours: 10:00am to 6:00pm.

3. **LATE CHARGE/RETURNED CHECKS:** Resident acknowledges that Owner will incur certain administrative costs in connection with a late Rental payment, and that the amount of such administrative costs would be extremely difficult or impractical to ascertain. Therefore, Parties agree that if Resident fails to pay the rent in full by the end of the 5th day after it is due, Resident shall pay a late charge of \$ 50.00 per day and the parties agree that that amount is a reasonable amount for such administrative costs. Resident further agrees that such administrative costs are deemed additional rent. If Owner elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank for any reason, Resident shall pay a returned check charge of \$ 35.00 as additional rent. The same late charge stated above will be imposed as additional rent if the returned check causes the rent to be late. Owner may require future payments to be in a form other than a personal check in the event of a returned check.

4. **SECURITY DEPOSITS:** The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. **UTILITIES:** RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except Gas, Water and Trash Removal.

6. **OCCUPANTS:** Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period maybe extended by local Rent Control Laws): Brad Price, Valerie Rodriguez and Savannah Rodriguez (Minor). RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent, whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. **PETS AND FURNISHINGS:** Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as musical instruments or other item(s) of unusual weight or dimension. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ not at this time shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. **PARKING/STORAGE:** When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

9. **NOISE / ACTIVITY:** RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet enjoyment of another RESIDENT. RESIDENT shall not violate any law or use the premises for the use, storage, possession, manufacturing or selling of illicit drugs. Said noise and/or activity shall be a breach of this Agreement.



- 10. LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.
- 11. DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
- 12. CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
- 13. MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.
- 14. SMOKE/CARBON MONOXIDE DETECTORS:** The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.
- 15. HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.
- 16. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.
- 17. TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month upon written approval of the landlord, but may be terminated by either party with a written 30-day notice of intention to terminate. If tenancy exceeds one year, the owner shall give a written 60-day notice to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.
- 18. POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.
- 19. INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.
- 20. RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.
- 21. ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.
- 22. PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.
- 23. NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.
- 24. ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.
- 25. ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.
- 26.** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.
- 27. Pursuant to Section 1785.26 of the California Civil Code,** as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.
- 28. Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead



exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)

-0- OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and

-0- RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. **MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

30. **ADDITIONS AND EXCEPTIONS:** **Tenant will pay a pro rate rent for August Move in, 8/8/15 thru 8/31/15. \$1400 div 31 days = \$45.16 x 24 days = \$1083.84.

31. **NOTICES:** All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:

Person Authorized To Manage Property:

Name Linda Vaganov Address 1415 Broadway Suite 40 Alameda CA 94501

Phone Number 510-865-6222

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.

Name Linda Vaganov Address 1415 Broadway Suite 40 Alameda CA 94501

Phone Number 510-865-6222

Person or Entity Authorized to Receive Payment of Rent:

Name Linda Vaganov Address 1415 Broadway Suite 40 Alameda CA 94501

Phone Number 510-865-6222

32. **INVENTORY:** The Apartment contains the following items for use by RESIDENT: Carpet and Drapes. Tenant is taking possession of furniture, microwave and other items left by the previous tenant. By accepting these items, tenant is responsible for their disposal at any time and upon vacating the unit.

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. **RESIDENT** acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

☒ House Rules

☐ Laundry Rules

☒ Mailbox Keys

☐ Pet Agreement

☒ Pool Rules

☒ Apartment Keys

☐ Garage Door Opener

☒ Other: Addendums

34. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

35. **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. 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.

36. **RECEIPT OF AGREEMENT:** The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (RB) **RESIDENT'S initials:**

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

() Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: _____

Printed Name of Interpreter

Signature of Interpreter

Date

Owner/Agent

Date

Owner/Agent

Date

Owner/Agent

Date

Resident

Date

Resident

Date

Resident

Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



Parking / Garage Rental Agreement

Lessor, Alameda Hotel Apartments agrees to rent to Lessee, Valerie Price, a parking space/garage located at 1415 Broadway, in the city of Alameda CA, Zip Code 94501. Parking space is being further described as Parking Space # 47 at the above location.

RENTAL AMOUNT: Beginning on March 1st 2019, Lessee agrees to pay \$ 50.00 per month in advance on the 1st day of each month. Rental payment shall be delivered by Lessee to Lessor at: 1415 Broadway #40 Alameda Ca 94501

TERMS AND CONDITIONS:

It is acknowledged between the parties that this agreement is separate and distinct from any other agreement which the LESSEE may have with the LESSOR.

Subletting: Lessee is strictly prohibited from subletting or assigning this space/garage, which is for the exclusive use of Lessee.

Registration and Insurance: Lessee agrees to use parking space/garage only for passenger vehicles with a current Calif registration in Lessee's name. LESSEE agrees to maintain automobile liability insurance in accordance with the laws of the State of California and shall show LESSOR proof of insurance upon the written request of the LESSOR.

Maintenance: Lessee shall maintain Lessee's vehicle, keeping it free from leaking any substance anywhere on the premises. Leaks, such as oil and gas must be cleaned up promptly. Lessee shall not wash, repair, change oil or paint vehicle in this space anywhere on the premises. Gasoline or old batteries shall not be stored on the premises. Lessee is responsible for any damage or stains to parking space/garage.

Possessions/Damage to Vehicle: Lessee shall not store any personal property or other vehicles in the space/garage without written consent of the Lessor. Lessor shall not be liable for loss of or damage to any vehicle, any contents of such vehicle, access to any such vehicle, or any property left in the parking space and/or area, resulting from fire, theft, vandalism, accident, condition of other users of the parking area and other persons, or any other casualty or cause. Further, Lessee understands and agrees that the Lessor shall not be obligated to provide any traffic control, security protection, or operator for the parking space and/or area. Lessee uses the parking space and/or area at its own risk; and (c) Lessor shall not be liable for personal injury, death, theft, or loss or damage to, property. Lessee shall indemnify and hold Lessor and agents harmless from and against any and all claims, demands, and actions arising out of the use of the parking space and/or area by Lessee, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person.

Termination: Either party may terminate this agreement with advance 30-day written notice. Notice by Lessee shall be delivered to Lessor's address mentioned above. Lessor may deliver termination notice to Lessee at the below address:

1415 Broadway #40 Alameda Ca 94501

This agreement is a non-residential agreement and is separate from any other agreement between above mentioned parties.

Lessor/Agent

1/31/19
Date

Lessee

Date



30-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT – ALAMEDA

To: Brad and Valerie Price, Resident(s) and all others in
possession of Apt. No. 311, located at (Street Address) 1415 Broadway
in the city of Alameda, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that thirty (30) days
after service upon you of this notice or beginning September 1, 2017, whichever is later, the terms of
your rental agreement for the above described property are hereby changed as follows:

☒ **YOUR MONTHLY RENT** shall be increased from \$ 1,470.00 per month to \$ 1,544.00 per month, an
increase of \$ 74.00 per month.

☐ **YOUR SECURITY DEPOSIT** shall be increased from \$ _____ to \$ _____, an increase of
\$ _____.

☒ **TOTAL AMOUNT DUE** and payable by the above stated time period:

New Monthly Rent:	\$ <u>1,544.00</u>
Security Deposit Increase:	\$ _____
Other:	\$ <u>45.00</u>
Total Due:	<u>\$ <u>1,589.00</u></u>

☐ **OTHER CHANGES:**

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) July 31, 2017 Alameda Hotel Apartments, LLC, OWNER(S)

By: Gundel Tillman, AGENT

Per Ordinance 3148, Section 6-58.35. Offer of a One Year Lease – A Landlord shall offer one time a one year lease to:

A. Any prospective Tenant.

B. Any current Tenant with a lease at the first time the Landlord serves a notice of Rent Increase following the effective date of this Ordinance unless (1) the current lease is not a fixed term lease and the Landlord has served on the Tenant a Notice to Vacate or (2) the Tenant is in default under the lease and offering a lease to the Tenant may waive any claims the Landlord has regarding the default. If the current lease is not a fixed term lease the Landlord shall not offer the Tenant a fixed term lease unless the Tenant requests such a lease. The Landlord must offer a Tenant a lease that has terms materially the same as the terms in the current lease as to duration Housing Services and household composition provided such terms do not conflict with this Article.

C. Any current Tenant on a month to month tenancy at the first time the Landlord serves a notice of Rent Increase following the effective date of this Ordinance unless the Landlord has notified the Tenant that the Tenant is in default under the month to month tenancy and offering a lease to the Tenant may waive any claims the Landlord has regarding the default.

