

Conor Granahan (State Bar No. 240756)
GRANAHAN LAW, P.C.
340 Pine Street, Suite 503
San Francisco, California 94104
Telephone: 415-830-3325
Facsimile: 415-504-1957
Email: conor@granahanlegal.com

Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN, UNLIMITED JURISDICTION

RUT REYES; KAYLIE CALMO; HARRISON
BARRIOS;

Plaintiffs,

vs.

400 MERIDIAN, L.P; TCG 400 MERIDIAN,
LLC; WINN RESIDENTIAL CALIFORNIA,
L.P.; TCG CONSTRUCTION, INC., and
DOES 1 through 20, inclusive,

Defendants.

Case No.: [REDACTED]

COMPLAINT FOR DAMAGES

1. Constructive Eviction
2. Breach of the Implied Warranty of Habitability
3. Breach of the Statutory Warranty of Habitability
4. Nuisance
5. Breach of the Covenant of Quiet Enjoyment
6. Negligence
7. Negligent Violation of Statutory Duty
8. Breach of Contract

JURY TRIAL DEMANDED

COMES NOW, Plaintiffs, who allege as follows:

THE PARTIES

1. Plaintiffs Rut Reyes, Kaylie Calmo, and Harrison Barrios (collectively "Plaintiffs") are individuals over the age of 18 and are residents of the city of San Rafael and county of Marin. Plaintiffs lived in residential apartment units in 400 Canal Street collectively called

1 the "Subject Property". On or about December 19, 2022, there was a fire caused by the
2 Landlord's agent and hired contractor, Defendant TCG Construction, Inc.

- 3 2. In September 2012, Rut Reyes and Kaylie Calmo moved into 400 Canal Street with their
4 family, Unit 232, San Rafael, California. Pursuant to the written lease, the initial rent was
5 \$1,800.00 per month. After some annual increases, their final rent was \$2,385 per month. The
6 subject property was a three-bedroom, two-bathroom unit that was part of a multi-unit
7 residential building. A copy of the lease is attached as **Exhibit A**.
- 8 3. On May 1, 2004, Harrison Barrios' family moved into 400 Canal Street, Unit 132, San Rafael,
9 California. Pursuant to the written lease, the initial rent was \$1,700.00 per month. After some
10 annual increases, their final rent was \$2,445.00 per month. The subject property was a
11 spacious three-bedroom, two-bathroom unit that was part of a multi-unit residential building.
12 A copy of the lease is attached as **Exhibit B**.
- 13 4. Based upon Plaintiffs' length of tenancy and the type of unit they resided in (multi-unit), the
14 Premises qualifies as a California rent-controlled and a California eviction-controlled unit
15 under Civil Code section 1947.12 and 1946.2 et seq.
- 16 5. The acts and/or failures to act complained of herein occurred in and the real property is located
17 in the County of Marin, State of California, in the above-named Judicial District.
- 18 6. Defendant 400 Meridian, L.P., formerly Meridian, L.P., is a partnership formed in California,
19 File No. 202250708437, with its principal place of business located at 2191 Market Street,
20 Suite A, in San Francisco, California. Upon information and belief, Plaintiffs allege Defendant
21 400 Meridian, L.P. has an ownership interest in the Subject Property.
- 22 7. Defendant TCG 400 Meridian, LLC is a limited liability company formed in California, LLC
23 File No. 202250612767, with its principal place of business located at 2191 Market Street,
24 Suite A, in San Francisco, California. Upon information and belief, Plaintiffs allege Defendant
25 TCG 400 Meridian, LLC has an ownership interest in the Subject Property.
- 26 8. Defendants 400 Meridian, L.P. and TCG 400 Meridian, LLC, are collectively referred to as
27 **"Defendant Owners."**
28

- 1 9. Defendant TCG Construction, Inc. is a California corporation number 4054427, and is a
2 licensed general contractor (Contractor's License Number 1033263) with its principal place of
3 business located at 2191 Market Street, Suite A, in San Francisco, California. Upon
4 information and belief, Plaintiffs allege that Defendant TCG Construction, Inc. performed
5 construction work at the Subject Property
- 6 10. Defendant WinnResidential California, L.P. is a limited partnership formed in California, LP
7 File No. 201115700010, with its principal place of business located at 2499 W Shaw Avenue,
8 Suite 103, in Fresno, California. Upon information and belief Defendant WinnResidential
9 California, L.P. is and was the property manager for the Subject Property, hereinafter
10 **"Defendant Winnco."**
- 11 11. Plaintiffs by virtue of leasing a residential apartment in California, were tenants within the
12 definition under state and local law.
- 13 12. Plaintiffs were the tenants of Defendant Owners as "landlord" and "tenant" are defined under
14 California common law, under California Code of Civil Procedure section 1161 et seq., and
15 under California Civil Code sections 1946.2, 1947.12, and 1980.
- 16 13. Plaintiffs, by virtue of leasing a residential apartment in California, qualify independently as a
17 "person who hires a dwelling" (i.e. tenant) as defined by California Civil Code section 1940
18 and avail themselves of all rights, remedies and benefits contained therein.
- 19 14. Plaintiffs do not know true names and/or capacities of Defendants sued herein as Does 1
20 through 20, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs
21 will seek leave to amend this complaint to include the true names and capacities of these so
22 named Doe Defendants when their true names and capacities are ascertained. Plaintiffs are
23 informed and believe, and thereon allege, that each of the fictitiously named Defendants is
24 responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as
25 herein alleged were proximately caused by those Defendants.
- 26 15. At all times mentioned herein, Plaintiffs are informed and believe and thereon allege that each
27 of the Defendants, including the Defendants sued as Does 1 through 20 herein, were acting
28 within the scope of their relationship with each other as the employer, employee, master,

servant, and/or agent of the other, and that all acts alleged herein were done within the scope of said relationship.

16. Plaintiffs also paid all rent due and owing during their tenancy of the Premises, and otherwise fully complied with their obligation under their Agreements (except as excused or prevented by the Defendant Owners and Defendant Winnco).

17. Pursuant to the Lease Agreement, Defendant Owners and Defendant Winnco, among other things, expressly and impliedly warranted that the Property and Premises were and would remain habitable and that they would maintain and repair the Property and Premises in such a manner as to keep them both habitable and safe to occupy.

STATEMENT OF FACTS

18. The Subject Property is a multi-unit residential building owned by Defendant Owners.

19. On or about December 19, 2022, Defendant Owners and/or Defendant Winnco hired a contractor, Defendant TCG Construction, to perform work at the Subject Property.

Defendant TCG Construction, Inc. was performing hot work on plumbing piping in the master bathroom of vacant unit 233 when a fire started due to the application of an open flame produced by a handheld gas torch used by an employee of Defendant TCG Construction. The fire subsequently spread to Plaintiffs' Units at numbers 132, 133, 232, 332, and 333, destroying Plaintiffs' personal property and rendering their Units uninhabitable.

20. Plaintiffs evacuated the Premises before the fire took over and witnessed their homes burn with their personal belongings in it, which caused severe emotional distress and suffering for the families.

21. Plaintiffs have not been able to return to reside in the Subject Property since the fire damage.

22. The fire report prepared by Marin County Fire Investigation Team, indicated that the fire resulted from the unintentional ignition of combustible materials located in the concealed wall area, in the master bathroom of unit 233. The initial ignition of the materials caused a smoldering fire, which increased in intensity with oxygen introduced from adjacent openings in wallboard materials previously removed as part of the construction remodel activity and

1 lack of successful suppression efforts by construction staff.

2 23. While Defendant Owners initially paid for some hotel costs, they stopped on or about
3 January 24, 2023. Sometime after the fire, Defendant Owners paid for some items to be
4 remediated, which Plaintiffs were able to retrieve.

5 24. Defendant Owners and Defendant Winnco failed to adequately safeguard the exposed Units,
6 and some of Plaintiffs' belonging were lost, stolen, or went missing.

7 25. Defendant Owners and Defendant Winnco failed to take reasonable steps to protect
8 Plaintiffs' property from water damage in anticipation of an impending storm, and instead
9 only provided inadequate and flimsy tarps for such protection.

10 26. Despite repeated requests by Plaintiffs, Defendant Owners and Defendant Winnco refused to
11 offer Plaintiffs a comparable rental unit at their rent-controlled rate, despite having multiple
12 vacancies. Defendant Owners and Defendant Winnco only offered these units at a market
13 price, which was approximately double Plaintiffs' rent-controlled rates.

14 **FIRST CAUSE OF ACTION**

15 **(Constructive Eviction Against Defendant Owners, Defendant Winnco, and Does 1-
16 20)**

17 27. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

18 28. Due to the above-stated acts or omissions of Defendant Owners and Defendant Winnco, and
19 the fire damages in the Subject Property which rendered their Units at the Subject Property
20 unfit for use as a residence, Plaintiffs were forced out of their home.

21 29. Plaintiffs were forced from the Premises by Defendant Owners' and Defendant Winnco's
22 failures to make the necessary and requested actions to repair and allow Plaintiffs to return.

23 30. As a proximate result of the Defendant Owners' and Defendant Winnco' acts of
24 constructive eviction as herein alleged, Plaintiffs have suffered special and general damages
25 in an amount to be proven at trial.

26 **SECOND CAUSE OF ACTION**

27 **(Breach of the Implied Warranty of Habitability Against Defendant Owners, Defendant
28 Winnco, and Does 1-20)**

1 31. Plaintiffs re-allege and incorporates all prior allegations above as though fully set forth herein.

2 32. At all relevant times herein, defective living conditions have existed, and continue to exist, at
3 the respective Subject Premises. These defective conditions include, but are not limited to:

4 a. Failing to repair the Premises after a fire left it substandard with severe habitability
5 violations and unfit for human habitation;

6 33. The defective conditions violations of state and local housing laws and pose severe health
7 and safety hazards. The defective conditions materially affected Plaintiffs' living conditions
8 and health.

9 34. Defendant Owners and Defendant Winnco had actual and constructive notice of each of the
10 defective conditions described above at all relevant times herein. Despite such notice, they
11 have failed thus far to take the steps necessary to repair said conditions at all times relevant
12 herein.

13 35. Plaintiffs paid Defendant Owners and Defendant Winnco monthly rent during the time they
14 occupied Units at the Subject Property.

15 36. Plaintiffs did nothing to cause, create or contribute to the existence of the defective
16 conditions stated above.

17 37. By Defendant Owners' and Defendant Winnco's breach of the warranty of habitability, they
18 breached a duty imposed on all residential landlords by state and local law. In failing to
19 repair the defective conditions detailed above, Defendant Owners and Defendant Winnco
20 acted unreasonably.

21 38. As a direct and proximate result of Defendant Owners' and Defendant Winnco's breach,
22 Plaintiffs suffered, and continue to suffer, pain, anxiety, annoyance, inconvenience, distress,
23 economic loss, loss of use and property damage, all to their detriment in amounts to be
24 determined at trial.

25 **THIRD CAUSE OF ACTION**

26 **(Breach of Statutory Warranty of Habitability Against Defendant Owners, Defendant**
27 **Winnco, and Does 1-20)**

28 39. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

- 1 40. Defendant Owners and Defendant Winnco have violated statutes, including, among others,
2 Civil Code §1941, *et seq.*, and Health & Safety Code §17920.3 related to the implied
3 warranty of habitability.
- 4 41. Plaintiffs repeatedly notified Defendant Owners and Defendant Winnco, both orally and in
5 writing, of its duty to repair the Premises after the fire. Defendants have failed and/or refused
6 to repair these dangerous and defective conditions within a reasonable time, or at all.
7 Accordingly, Plaintiffs are informed and believe, and thereupon allege, that the Defendants
8 had actual and/or constructive notice of each of the defective conditions described above at
9 all relevant times herein. Despite such notice, Defendants failed to take the steps necessary to
10 repair said conditions at all times relevant herein.
- 11 42. Plaintiffs paid Defendant Owners and Defendant Winnco rent during the time they occupied
12 the Premises.
- 13 43. Plaintiffs did nothing to cause, create or contribute to the existence of the defective
14 conditions stated above. Further, the Units at the Subject Property, as it existed in its
15 defective and dangerous condition, had no rental value whatsoever as a result of its defective
16 and dangerous conditions.
- 17 44. As a direct and proximate result of Defendant Owners' and Defendant Winnco's breach of
18 the statutory warranty of habitability and their failure to repair the defective and dangerous
19 conditions or have them repaired within a reasonable time or at all, Plaintiffs suffered, and
20 continue to suffer, pain, anxiety, annoyance, inconvenience, distress, economic loss, loss of
21 use and property damage, all to their detriment in amounts to be determined at trial.

22 **FOURTH CAUSE OF ACTION**

23 **(Nuisance Against Defendant Owners, Defendant Winnco, and Does 1-20)**

- 24 45. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.
- 25 46. Plaintiffs, by virtue of their rental of the Premises and the Agreement, had and continue to
26 have, at all relevant times, a property interest in the Premises. Defendant Owners' and
27 Defendant Winnco's conduct in creating and maintaining a nuisance premises in the manner
28 described herein, was injurious to Plaintiffs' health, offensive to Plaintiffs' senses, and

interfered with their comfortable enjoyment of life, personal property, and their interest in the Units at the Subject Property.

47. Defendant Owners and Defendant Winnco created and maintained the deficient conditions in the property by failing to correct or repair defective conditions. Defendants' conduct in maintaining the Premises and Property in a hazardous, unhealthy and offensive state was grossly negligent and Defendants should have known that repairs would be required to maintain the habitability of the Premises.

48. As a direct, legal and foreseeable result of the conduct of Defendant Owners and Defendant Winnco, as set forth above, Plaintiffs suffered special and general damages in amounts to be determined at trial.

49. Defendant Owners' and Defendant Winnco's conduct, as set forth herein, was grossly negligent and through reasonable and necessary inspections it would have been readily apparent that the injury, discomfort, and annoyance would unavoidably result to Plaintiffs.

FIFTH CAUSE OF ACTION

(Breach of Covenant of Quiet Enjoyment Against Defendant Owners, Defendant Winnco, and Does 1-20)

50. Plaintiffs re-allege and incorporate herein all prior allegations as though fully set forth herein.

51. By the acts and omissions described above, Defendant Owners' and Defendant Winnco interfered with, interrupted, and deprived Plaintiffs of the full and beneficial use of the Premises and disturbed Plaintiffs' peaceful possession of the Premises.

52. These acts of interference, interruption, deprivation, and disturbance by Defendant Owners and Defendant Winnco amount to a breach of the covenant of quiet enjoyment implied in all rental agreements and codified in California Civil Code §1927.

53. As a direct and proximate result thereof, Plaintiffs have suffered, and continue to suffer, pain, discomfort, annoyance, inconvenience, anxiety, economic loss, loss of use, and mental anguish, all to their detriment in amounts to be determined at trial.

1 **SIXTH CAUSE OF ACTION**

2 **(Negligence Against Defendant Owners, Defendant Winnco, Defendant TCG**
3 **Construction Inc., and Does 1-20)**

4 54. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

5 55. By reason of the Agreement and the landlord-tenant relationship between Defendant Owners,
6 Defendant Winnco, and Plaintiffs, they owed Plaintiffs a duty to exercise reasonable care in
7 the ownership, management, inspection, and control of the Units and the Subject Property,
8 which included a statutory duty to comply with all applicable laws governing Plaintiffs'
9 rights as a tenant and all duties listed below. Defendant Owners and Defendant Winnco also
10 owed a duty to exercise reasonable care in maintaining the Property and the Premises free of
11 defects and/or hazards and in inspecting the Property and Premises for same, so as to
12 preclude any person, including Plaintiffs, from unreasonable risk of harm. Defendants also
13 owed a duty to warn Plaintiffs of any potential and non-obvious hazards.

14 56. Defendant TCG Construction had a duty to exercise reasonable care in the performance of its
15 work at the Subject Property.

16 57. The duty to exercise reasonable care owed by Defendant Owners and Defendant Winnco to
17 Plaintiffs also included, but was not limited to the following duties: the duty to provide
18 Plaintiffs with legal, tenantable housing, fit for human occupancy; the duty to refrain from
19 interfering with Plaintiffs' full use and quiet enjoyment of the rented residence; and the duty
20 to comply with all applicable state and local laws governing Plaintiffs' rights as tenants.

21 58. All Defendants by the acts and omissions alleged herein, were negligent and careless and
22 thereby breached said duties. Defendant TCG Construction breached its duty of care in
23 failing to properly perform its work, which caused the fire. Defendant Owners and Defendant
24 Winnco also breached their duties to Plaintiffs by failing to timely repair the Property and
25 Premises properly, to maintain the Property and Premises free of defects and hazards, and to
26 warn Plaintiffs of the potentially hazardous nature of the conditions found at the Property
27 and Premises.

28 59. Separate and apart from the duties listed above, Defendant Owners had a nondelegable duty

1 to Plaintiffs for the negligent work performed by its agent, Defendant TCG Construction.

2 60. As a direct and proximate result of these breaches of these duties by all Defendants,
3 Plaintiffs suffered actual and special damages in amounts to be determined at trial.

4 **SEVENTH CAUSE OF ACTION**

5 **(Negligent Violation of Statutory Duty Against Defendant Owners, Defendant Winnco,**
6 **and Does 1-20)**

7 61. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

8 62. Defendant Owners and Defendant Winnco violated their duty of due care to Plaintiffs and
9 violated their statutory duties to Plaintiffs by violating certain housing, building and fire
10 codes, local ordinances, and state statutes.

11 63. At all times relevant, Plaintiffs belonged to the class of persons for which these statutes were
12 designed to offer protection. The harm that has befallen Plaintiffs is of the type these statutes
13 were designed to prevent.

14 64. As a proximate result of Defendants' negligent violation of statutory duty, as set forth above,
15 Plaintiffs has suffered actual, special and general damages in amounts to be determined at
16 trial.

17 **EIGHTH CAUSE OF ACTION**

18 **(Breach of Contract Against Defendant Owners, Defendant Winnco, and Does 1-20)**

19 65. Plaintiffs re-allege and incorporate all prior allegations as though fully set forth herein.

20 66. Defendant Owners and Defendant Winnco failed and continue to fail to perform the terms
21 and conditions of the written Agreement by which they are bound. Defendants breached the
22 Agreement by, among other things, failing to provide a habitable and safe living
23 environment; failing to maintain and repair the Premises; preventing quiet enjoyment by
24 Plaintiffs of the Premises; failing to provide a comparable rental unit; failing to pay for
25 property damage to Plaintiffs' belongings; and breaching numerous Agreement provisions.

26 67. Plaintiffs performed all duties, conditions and obligations that were required of them
27 pursuant to the terms of the Agreement. The breaches of the Agreement by Defendant
28

1 Owners and Defendant Winnco herein alleged are the direct and proximate cause of damages
2 to Plaintiffs in amounts to be determined at trial.

3 **WHEREFORE**, Plaintiffs pray for judgment as follows:

- 4 1. For general damages according to proof;
- 5 2. For special damages according to proof;
- 6 3. For attorney's fees allowed by law and by contract;
- 7 4. For the costs of suit;
- 8 5. For statutory damages;
- 9 6. For pre-judgment interest;
- 10 7. For punitive damages;
- 11 8. For such other and further relief as the Court deems just and proper.

12
13
14
15 Dated: 12/17/2024

GRANAHAN LAW, P.C.

16 By: 

17 Conor Granahan
18 *Attorney for Plaintiffs*
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM Enayon Cabme, hereinafter referred to as Tenant, the sum of \$ 1500.00 (one thousand five hundred) DOLLARS, evidenced by _____ as a deposit. Upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner, shall apply said deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from _____ to _____	\$ _____	\$ _____	\$ _____
Security deposit (not applicable toward last month's rent)	\$ <u>1500.00</u>	\$ <u>1500.00</u>	\$ <u>0</u>
Other	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

In the event that this agreement is not accepted by the Owner or his/her authorized agent, within _____ days, the total deposit received shall be refunded.

Tenant hereby offers to rent from the Owner the premises situated in the City of San Rafael County of Marin State of California, described as 400 Cassel St # 232.

upon the following TERMS and CONDITIONS:

1. **TERM:** The term shall commence on September 2012, and continue (check one of the two following alternatives):
LEASE ☐ until _____ To _____ for a total rent of \$ _____
or ☒ rolling.

RENTAL is on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail.

2. **RENT:** Rent shall be \$ 1800.00 per month, payable in advance, upon the 1st day of each calendar month to Owner or his/her authorized agent, at the following address: 400 Cassel St # 232 San Rafael CA 94501 or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 5 days after due date, Tenant agrees to pay a late charge of \$ 25.00. Tenant further agrees to pay \$ 25.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charges, shall bear interest at 10% per annum, or the maximum rate allowed by law, whichever is lower.

3. **MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. Each signatory shall be responsible for timely payment of rent and performance of all other provisions of this Agreement.

4. **UTILITIES:** Tenant shall be responsible for the payment of all utilities and services, except garbage, water, sewer which shall be paid by Owner.

5. **USE:** The premises shall be used exclusively as a residence for no more than 7 persons. Guests staying more than a total of 5 days in a calendar year without written consent of Owner shall constitute a violation of this agreement.

6. **ANIMALS:** No animals shall be brought on the premises without the prior consent of the Owner.

7. **HOUSE RULES:** In the event that the premises is a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a waterbed on the premises without prior written consent of the Owner.

8. **ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force. If the premises is located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his/her legal rights.

9. **ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.

10. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant shall, at his/her own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, and smoke detectors and shall surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his/her negligence and that of his/her family, invitees, and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. Tenant shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

11. **INVENTORY:** Any furnishings and/or equipment to be furnished by Owner shall be listed in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease. Tenant shall keep the furnishings and equipment in good condition and repair, and shall be responsible for any damage to them other than normal wear and tear.

12. **DAMAGES TO PREMISES:** If the premises are damaged by fire or from any other cause which renders the premises untenable, either party shall have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination shall be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invitees, then only the Owner shall have the right to terminate. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit shall be refunded to Tenant. If this Agreement is not terminated, then Owner shall promptly repair the premises and there shall

upon the following **TERMS and CONDITIONS**:

1. **TERM**: The term shall commence on September 2022 and continue (check one of the two following alternatives):
LEASE ☐ until _____, to _____, for a total rent of \$ _____ (dollars).

RENTAL YES on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party 30 days written notice delivered by certified mail.

2. **RENT**: Rent shall be \$ 1800.00 per month, payable in advance, upon the 15 day of each calendar month to Owner or his/her authorized agent, at the following address: 400 Central #127-A San Rafael, CA 94901
or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 5 days after due date, Tenant agrees to pay a late charge of \$ 25.00. Tenant further agrees to pay \$ 25.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charges, shall bear interest at 10% per annum, or the maximum rate allowed by law, whichever is lower.

3. **MULTIPLE OCCUPANCY**: It is expressly understood that this agreement is between the Owner and each signatory jointly and severally. Each signatory shall be responsible for timely payment of rent and performance of all other provisions of this Agreement.

4. **UTILITIES**: Tenant shall be responsible for the payment of all utilities and services, except: garbage, water, sewer which shall be paid by Owner.

5. **USE**: The premises shall be used exclusively as a residence for no more than 7 persons. Guests staying more than a total of 5 days in a calendar year without written consent of Owner shall constitute a violation of this agreement.

6. **ANIMALS**: No animals shall be brought on the premises without the prior consent of the Owner.

7. **HOUSE RULES**: In the event that the premises is a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant shall not have a vehicle on the premises without prior written consent of the Owner.

8. **ORDINANCES AND STATUTES**: Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force. If the premises is located in a rent-control area, the Tenant should contact the Rent and Arbitration Board for further legal rights.

9. **ASSIGNMENT AND SUBLETTING**: Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.

10. **MAINTENANCE, REPAIRS, OR ALTERATIONS**: Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant shall, at his/her own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, and smoke detectors and shall surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his/her negligence and that of his/her family, invitees, and guests. Tenant shall not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. Tenant shall not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

11. **INVENTORY**: Any furnishings and/or equipment to be furnished by Owner shall be listed in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease. Tenant shall keep the furnishings and equipment in good condition and repair, and shall be responsible for any damage to them other than normal wear and tear.

12. **DAMAGES TO PREMISES**: If the premises are damaged by fire or from any other cause which renders the premises untenable, either party shall have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination shall be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invitees, then only the Owner shall have the right to terminate. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit shall be refunded to Tenant. If this Agreement is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent which repairs interfere with Tenant's reasonable use of the premises.

13. **ENTRY AND INSPECTION**: Owner shall have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (b), entry may be made only during normal business hours, and at least 24 hours prior notice to Tenant.

14. **INDEMNIFICATION**: Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or unlawful act of Owner, his/her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or unlawful act of Owner, his/her agents or employees. It is understood that Owner's insurance does not cover Tenant's personal property.

15. **PHYSICAL POSSESSION**: If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner shall not be liable for any damage caused, nor shall this Agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within _____ days of the commencement of the term in Item 1.

PROFESSIONAL
PUBLISHING

INFORMACIÓN PERSONAL Y CREDITICIA DEL INQUILINO
(En el caso de haber co-inquilinos, se debe separar para cada inquilino)

Nombre Byron Rangel Calmo López		No. de seguro social 0011823464
Nombre del co-inquilino Edilma Beth Garcia Reyes		No. de seguro social 000226636
Dirección actual 31 Avenida 21 Apt #8		No. de teléfono de contacto
Ciudad/Estado/Zip postal San Rafael		Teléfono casa 415 5324835 Teléfono de negocios
¿Cuánto tiempo ha vivido en la presente dirección? 3 años		Arrendador o Agente Francisco López Teléfono 948 3374
Situación laboral (Cualquier tiempo libre)		Arrendador o Agente Teléfono
Ciudad/Estado/Zip postal		
Ocupación del inquilino:		(Actividad) NO
Marca de auto Ford Año 2012 Modelo Taurus Color Negro	No. de placas de circulación 70704E1	
Marca de auto Honda Año 2010 Modelo Acor Color Azul	No. de placas de circulación	

OCCUPACION (PUESTO)

	OCCUPACION PRESENTE	OCCUPACION PASADA*	OCCUPACION DEL CO-INQUILINO*
Ocupación	Sub Chef cook		Room Attendant.
Empleador	Cavallo Point		Cavallo Point
¿Ha trabajado (fuera, incluyendo negocios como)?			
Dirección de negocio	East bay area Sausalito C.A.		East bay area Sausalito C.A.
Teléfono de negocio	415 3394700		415 3394700
Tipo de negocio	Hotel		Hotel
Posición o cargo	Chief Cook		Room Attendant
Nombre y título del supervisor	John Reina		Amedi Bawiller
¿Permanente tiempo?	3 años		4 años
Ingreso mensual bruto	2,800.00		2,200.00

* Si ha estado empleado menos de dos años, incluya la misma información de la ocupación pasada.

REFERENCIAS

Referencia Bancaria		Dirección		Teléfono	
REFERENCIA DE CREDITO	NO. DE CUENTA	DIRECCION	MONTO MAS ALTO	PROPUESTO DEL CREDITO	FECHA DE APERTURA O CIERRE DE CUENTA
REFERENCIA PERSONAL	DIRECCION	TELEFONO	DURACION DE LA AMISTAD	OCCUPACION	
Hugo & Paola	90 Haug Apt #12	415 4972635	10 años	Cook	
Doris Espinoza	240 Canal St Apt 8	415 532265	6 años	Cook	
PARENTE MAS PROXIMO	DIRECCION	TELEFONO	CUBAS	PARENTESCO	
Elena de Leon	400 Canal St Apt 8	415 53792632	San Rafael C.A.	Primo	
Adrian Hernandez	400 Canal St Apt 8	415 5325631	San Rafael C.A.	Primo	

¿Ha estado alguna vez presentada una petición por bancarrota? **NO** ¿Ha estado alguna vez involucrado en cualquier disputa o ha recibido cartas de demanda? **NO** ¿Ha estado alguna vez en mora intencional en pagar la renta cuando se venció? **NO**

DECLARO QUE LO ANTERIOR ES LA VERDAD Y ES CORRECTO, Y AUTORIZO SU VERIFICACION Y LA OTORGACION DE UN REPORTE DE CREDITO.

Entiendo que el Propietario puede revelar el contenido de relación con cualquier declaración falsa hecha antes

FECHA: **6/12/2012**

[Firma]

Señalante

[Firma]

Señalante

o llame 1-800-828-6622 para Traducción Internacional al español en una licencia de la forma 105 emitida en inglés.

EXHIBIT B

RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM Ever Banwo Fabiola De Leon, hereinafter referred to as Tenant,
 the sum of \$ 1300 thirteen hundred dollars),
 evidenced by _____, as a deposit. Upon acceptance of this Agreement, the Owner of the premises,
 will apply the deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from _____ to _____	\$ <u>1300</u>	\$ <u>1300</u>	\$ _____
Security deposit (not applicable toward last month's rent)	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

In the event this Agreement is not accepted by the Owner, within 3 days, the total deposit received will be refunded.

Tenant offers to rent from the Owner the premises situated in the City of San Rafael,
 County of Marin, State of California, described as 400 Canal St # 232

upon the following terms and conditions:

- TERM:** The term will commence on May 1, 2004, and continue (check one of the two following alternatives):
 LEASE ☐ until _____, for a total rent of \$ _____ (_____ dollars).
- RENTAL** ☒ on a month-to-month basis, until either party terminates this Agreement by giving the other party 30 days written notice.
- RENT:** Rent will be \$ 1700, per month, payable in advance, upon the 1st day of each calendar month to Owner or his or her authorized agent, at the following address: 400 Canal St # 127-A San Rafael, CA 94901, or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 5 days after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a late charge of \$ 25.00. Tenant further agrees to pay \$ 25.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
- MULTIPLE OCCUPANCY:** It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
- UTILITIES:** Tenant will be responsible for the payment of all utilities and services, except: Water, garbage Sewer which will be paid by Owner.
- USE:** The premises will be used exclusively as a residence for no more than 7 persons. Guests staying more than a total of 5 days in a calendar year without written consent of Owner will constitute a violation of this Agreement.
- ANIMALS:** No animals will be brought on the premises without the prior consent of the Owner.
- HOUSE RULES:** In the event that the premises is a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will not have a waterbed on the premises without prior written consent of the Owner.
- ORDINANCES AND STATUTES:** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his or her legal rights.
- ASSIGNMENT AND SUBLETTING:** Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.
- MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant will, at his or her own expense, maintain the premises in good repair and in a clean and sanitary manner including all equipment, appliances, smoke detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for damages caused by his or her negligence and that of his or her family, invitees, and guests. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building. Owner will be responsible for the cost of any retrofitting required by governmental agencies.
- INVENTORY:** Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear.
- DAMAGES TO PREMISES:** If the premises are damaged by fire or from any other cause which renders the premises untenable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, then rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, then Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.

1. **TERM:** The term will commence on May 1, 2004, and continue (check one of the two following alternatives):
LEASE ☐ until _____, for a total rent of \$ _____ (_____ dollars).

RENTAL ☒ on a month to-month basis, until either party terminates this Agreement by giving the other party 30 days written notice.

2. **RENT:** Rent will be \$ 1700, per month, payable in advance, upon the 1st day of each calendar month to Owner or his or her authorized agent, at the following address: 100 Canal St # 107-A San Rafael, CA 94901 or at such other places as may be designated by Owner from time to time. In the event rent is not paid within 5 days after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a late charge of \$ 25.00. Tenant further agrees to pay \$ 25.00 for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
3. **MULTIPLE OCCUPANCY:** It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
4. **UTILITIES:** Tenant will be responsible for the payment of all utilities and services, except: Water, garbage Sewer, which will be paid by Owner.
5. **USE:** The premises will be used exclusively as a residence for no more than 7 persons. Guests staying more than a total of 5 days in a calendar year without written consent of Owner will constitute a violation of this Agreement.
6. **ANIMALS:** No animals will be brought on the premises without the prior consent of the Owner.
7. **HOUSE RULES:** In the event that the premises is a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will not have a waterbed on the premises without prior written consent of the Owner.
8. **ORDINANCES AND STATUTES:** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his or her legal rights.
9. **ASSIGNMENT AND SUBLETTING:** Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.
10. **MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant will, at his or her own expense, maintain the premises in good repair and in a clean and sanitary manner including all equipment, appliances, smoke detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for damages caused by his or her negligence and that of his or her family, invitees, and guests. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building. Owner will be responsible for the cost of any retrofitting required by governmental agencies.
11. **INVENTORY:** Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear.
12. **DAMAGES TO PREMISES:** If the premises are damaged by fire or from any other cause which renders the premises untenable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, then rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, then Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.
13. **ENTRY AND INSPECTION:** Owner will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workers, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior notice to Tenant.
14. **INDEMNIFICATION:** Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees. It is understood that Owner's insurance does not cover Tenant's personal property or improvements.
15. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damage caused, nor will this Agreement be void or voidable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within _____ days of the commencement of the term in Item 1.

 **CAUTION: AVOID THE RISK OF ALTERATION. SIGN ONLY ORIGINAL FORMS WHERE THIS LOGO AND MESSAGE APPEAR IN RED.**

16. **DEFAULT.** If Tenant fails to pay rent when due, or perform any provision of this Agreement, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his or her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to: (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Owner's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he or she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

17. **SECURITY:** The security deposit will secure the performance of Tenant's obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligations. Any balance remaining upon termination will be returned to Tenant. Tenant will not have the right to apply the security deposit in payment of the last month's rent. Security deposit held at Owner's Bank account

18. **DEPOSIT REFUNDS:** The balance of all deposits will be refunded within three weeks (or as otherwise required by law), from date possession is delivered to Owner or his or her authorized agent, together with a statement showing any charges made against such deposits.

19. **WAIVER:** Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his or her right to enforce any provision of this Agreement.

20. **NOTICES:** Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, certified to Tenant at the premises or to Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

21. **HOLDING OVER:** Any holding over after expiration of this Agreement, with the consent of Owner, will be a month-to-month tenancy at a monthly rent of \$ _____ payable in advance and otherwise subject to the terms of this Agreement, as applicable, until either party terminates the same by giving the other party thirty (30) days written notice.

22. **TIME:** Time is of the essence of this Agreement.

23. **ATTORNEY'S FEES:** In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees and any costs incurred.

24. **FAIR HOUSING:** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.

25. **ADDITIONAL TERMS AND CONDITIONS:**

Rules/Regulations/Notices To Residents ()
()
()

26. ☐ This unit is subject to rent control and the agency responsible to adjudicate claims is: _____

27. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The following exhibits, if checked, have been made a part of this Agreement before the parties' execution:

☐ Exhibit ____: Lead-Based Paint Disclosure (Required by Law for Rental Property Built Prior to 1978)

☐ Exhibit ____: _____

☐ Exhibit ____: _____

The Tenant hereby acknowledges receipt of a copy of this Agreement.

Tenant Evelyn Maldonado Date 05/01/04

Tenant Roberto de Leon Date 05/01/04

Res Mgr Laisy Lopez Date _____

Owner's Address 400 Canal St

San Rafael, CA 94901

Receipt for deposit acknowledged by _____ Date _____

COMMISSION AGREEMENT ON LEASE

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

The Owner agrees to pay to _____, the Broker in this transaction, the sum of \$ _____ for services rendered and authorizes Broker to deduct said sum from the deposit received from Tenant.

In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Owner will pay to Broker an additional commission of _____% of the total rental for the extended period. This commission will be due and payable at the commencement of the extended period if for a fixed term, or if on a month-to-month basis, at the termination of Tenant's occupancy or one year,

20. **NOTICES:** Unless otherwise provided, any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, certified to Tenant at the premises or to Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective five (5) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.
21. **HOLDING OVER:** Any holding over after expiration of this Agreement, with the consent of Owner, will be a month to month tenancy at a monthly rent of \$_____ payable in advance and otherwise subject to the terms of this Agreement, as applicable, until either party terminates the same by giving the other party thirty (30) days written notice.
22. **TIME:** Time is of the essence of this Agreement.
23. **ATTORNEY'S FEES:** In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees and any costs incurred.
24. **FAIR HOUSING:** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap, or national origin.
25. **ADDITIONAL TERMS AND CONDITIONS:**

Rules/Regulations/Notices To Residents ()
()
()

26. ☐ This unit is subject to rent control and the agency responsible to adjudicate claims is: _____
27. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The following exhibits, if checked, have been made a part of this Agreement before the parties' execution:
- ☐ Exhibit _____ : Lead-Based Paint Disclosure (Required by Law for Rental Property Built Prior to 1978)
- ☐ Exhibit _____ : _____
- ☐ Exhibit _____ : _____

The Tenant hereby acknowledges receipt of a copy of this Agreement.

Tenant Evelyn Maldonado Date 05/01/04 Res Mgr Daisy Lopez Date _____
 Tenant Joselita de Leon Date 05/01/04 Owner's Address 400 Canal St
San Rafael, CA 94901

Receipt for deposit acknowledged by _____ Date _____

COMMISSION AGREEMENT ON LEASE

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

The Owner agrees to pay to _____, the Broker in this transaction, the sum of \$_____ for services rendered and authorizes Broker to deduct said sum from the deposit received from Tenant.

In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Owner will pay to Broker an additional commission of _____% of the total rental for the extended period. This commission will be due and payable at the commencement of the extended period if for a fixed term, or if on a month-to-month basis, at the termination of Tenant's occupancy or one year, whichever is earlier.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Owner _____ Date _____

COMMISSION AGREEMENT ON SALE

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

If a sale or exchange of the real property subject to this lease is made to the Tenant or any member of Tenant's family during the term of the lease or within 100 days after termination of occupancy, Owner agrees to pay Broker named above a commission of _____% of the sale price or exchange value. This Agreement will not limit any other rights of the Broker provided for in any listing or other agreement which may be in effect between Owner and Broker.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Owner _____ Date _____

Rev. by _____
Date _____