

WFT CA APARTMENTS, LLC.

WFT CA APARTMENTS, LLC • 480 3RD STREET • OAKLAND, CA 94607
(510) 625-2060



1. Agreement to Lease

1.1 LEGALLY BINDING AGREEMENT

This is a Legally Binding Agreement – Please read it carefully

1.2 PARTIES:

This Lease, executed in duplicate at the **WFT CA APARTMENTS, LLC** at:

**2720 COLLEGE AVENUE
BERKELEY, CA 94705**

This Lease is Executed on 10/01/2019 between WFT CA APARTMENTS, LLC. and Uri Merchav, Meital Bendet and **no others** respectively "Landlord" and "Tenant", without regard to number and gender.

1.3 PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions set forth herein, the Premises ("Premises") commonly known and described as:

2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

The Premises that are leased are unfurnished; if furnished, the furniture and furnishings shall be listed in accordance with the inventory attached hereto and incorporated as a part of this Lease.

1.4 TERM:

The term of this Lease shall commence at 12:01 a.m. on 11/05/2019, and end at 12:01 a.m. on 01/15/2020, unless sooner terminated pursuant to any provisions hereof. Notwithstanding said commencement date, if for any reason Landlord cannot deliver possession of the Premises to Tenant on said date, Landlord shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder, but in such case Tenant shall not be obligated to pay rent until possession of the Premises is tendered to Tenant and the commencement and termination date of this Lease shall be revised to conform to the date of Landlord's delivery of possession; provided, however, that Tenant may terminate this Lease by written notice to Landlord within three (3) days of said commencement date, if possession of the premises is not tendered on or before said date and a full security deposit refund will be issued. In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all of the provisions of this Lease, including the obligation to pay rent at the same monthly rate as that prescribed for the first month of the Lease term.

1.5 RENT:

Commencing on 11/05/2019, Tenant shall pay to Landlord as rent for the premises, without deduction or offset, prior notice or demand, the sum of \$3,579.87 and any additional monthly charges delineated below for the period of 11/05/2019 through the end of the calendar month. On the first day of the second calendar month of the Lease, Tenant shall pay the prorated rent in the amount of . Thereafter, the base monthly rent of \$3,579.87 is due on the first (1st) day of each and every calendar month. Rent for any period during the term hereof or any extensions, which are for, less than one (1) full calendar month shall be a pro rata portion of the monthly rent. Rent shall be payable in the form of certified funds, Tenant's personal check (subject to the limitations as hereinafter provided), Electronic Payment (subject to the limitations as hereinafter provided), or money order to Landlord at the rental office, or to such entity or place as Landlord may from time to time specify by written notice served on Tenant. **Monthly Charges Table:**

Utility Reimbursement Fee	\$50.00
Parking Income	\$125.00
Rent Income	\$3,579.87
Total:	\$3,754.87

Rent for this unit shall increase, annually, effective January 1 of each year, in the amount of any annual general adjustments approved by the Berkeley Rent Stabilization Board. Rent may also increase at other times, as may be ordered or authorized by the Rent Board. (or: Rent for this unit shall increase, annually, effective on the anniversary date of the commencement date of tenancy. Rent may also increase at other times, as may be ordered or authorized by the Berkeley Rent Stabilization Board)

1.6 RE-MARKETING FEE

In the event that Tenant breaches the Lease by vacating or abandoning the premises prior to the scheduled expiration of the term of the Lease, then Landlord shall incur resulting damages in the form of re-marketing expenses that would be impractical or extremely difficult to determine. Therefore, in the event of such breach, Tenant shall pay to Landlord the sum of **Three Hundred Dollars and Zero Cents (\$300.00)** as a liquidated damage for re-marketing expenses incurred by Landlord. This liquidated damage is in addition to Tenant's obligation to remit rent and other charges as provided by the Lease to the Landlord through the scheduled term of the Lease. Tenant's rent responsibility will end upon the re-rental of the unit.

1.7 LATE PAYMENTS & DISHONORED CHECKS

In the event that any payment of monthly rent is not received by Landlord within Seven (7) days from its due date, Tenant shall pay a **late charge in the amount of Ten Percent (10%) of the Rent**, in addition to the monthly rental installment due and payable. This late charge does not establish a grace period; Landlord may make written demand for payment of rent if not paid on its due date. Landlord and Tenant agree that the late charge is presumed to be the damages sustained because of Tenant's late payment of rent and that it is impracticable or extremely difficult to fix the actual damages sustained by Landlord as a result of such late payment of rent. In the event that Tenant's bank fails to honor Tenant's rent check during the term of this Lease or any extension thereof, all rent thereafter shall be paid and acceptable only in the form of certified check or money order; in such event, any tender of rent in the form of Tenant's personal check shall be deemed invalid and of no force and effect. Tenant shall replace any dishonored check with a certified check or money order in the actual amount of the check plus a processing fee equal to the sum of **Fifty Dollars and Zero Cents (\$50.00)** or Landlord's actual charge from its bank as a result of the returned check, whichever sum is greater. **A breach of this paragraph is considered material and good cause for eviction under the Berkeley Rent Stabilization Code.**

a) **Additional Rent.** Any late fees assessed against Tenant under the terms of this Agreement shall be considered "Additional Rent" and Landlord shall be entitled, at its option, to treat Tenant's failure to pay any such late fees as a default of the payment of rent giving Landlord the right to take any action as prescribed by law including but not limited to deduction from security deposit and commencement of Unlawful Detainer proceedings.

(b) **Immediate Obligation to Remit.** Tenant has an obligation to immediately remit to Landlord the full amount of both the Rent and Additional Rent (occasioned by Tenant's failure to remit rent within Three (3) calendar days of its due date). Tenant has no right to defer payment of any or all rent.

(c) **Receipt of Monies by Landlord.** All payments received by the Landlord shall be applied in the following order: Outstanding Charges due from Tenant other than Base Monthly Rent; Additional rent (as defined in this Agreement); and Base Monthly Rent.

1.8 SECURITY DEPOSIT

Landlord hereby acknowledges that Tenant has deposited with Landlord the further sum of: \$3,400.00 "Security Deposit" to secure the faithful performance by Tenant of each term, covenant and condition of this Lease for the entire term or any renewal hereof and for the cleaning of the Premises after surrender by Tenant. If at anytime during the term of this Lease or following the expiration or earlier termination thereof, any of the rent or other sums overdue to Landlord remains unpaid, then Landlord may (at the option of Landlord) appropriate and apply all or any portion of the Security Deposit to the payment of such overdue rent or other sums, but by appropriating the Security Deposit, it is agreed that Landlord in no way waives, any of its rights to the balance of rent or other sums due under this Lease. If during the term hereof or an ensuing renewal period a part of or the whole deposit is appropriated and applied to sums due Landlord, then upon written notification, Tenant shall remit to Landlord a sufficient amount payable by check to the Landlord all sums due (if the Security Deposit was inadequate) and to restore the Security Deposit to the original sum stated. Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a material breach of this Lease. Provided all terms of this Agreement have been met, within three (3) weeks from the date Landlord receives possession of the Premises, the full amount of the Security Deposit shall be returned to Tenant, less only such amounts as are reasonably necessary (a) to remedy any defaults in the payment of rent and charges due from Tenant; or (b) to make any required payment on Tenant's behalf; or (c) to paint, clean carpet, draperies, appliances and interior of the Premises; or (d) to repair damages to the Premises caused by Tenant, exclusive of ordinary wear and tear and damages by acts of God; or (e) to repair any damages caused by Tenant's failure to return all keys to the Premises. Tenant agrees that soilage, including dye, oil and mud spots, is not ordinary wear and tear and agrees to restore the Premises to the original condition at commencement of tenancy. At the time specified herein for returning the Security Deposit to Tenant, Landlord shall furnish Tenant with an itemized written statement of the basis for, and the amount of, any Security Deposit received and the disposition of such Security Deposit. Tenant shall not offset any rent payments or other charges due and payable hereunder by Tenant to Landlord against any sums being held as a Security Deposit. Before 5:00 p.m. on the last day on which Tenant is entitled to possession of the Premises, Tenant shall give Landlord written notice of Tenant's forwarding address. In the event that some but not all Tenants (as designated in paragraph 1 above) have previously vacated the Premises, then the Landlord shall have the right to refund any portion of the security deposit solely to the remaining Tenant.

1.9 USE AND OCCUPANCY

The Premises are rented to Tenant for occupancy solely by Uri Merchav, Meital Bendet , and no others.

The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two (2) weeks in any six (6) month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

In the event Tenant's guests or invitees remain on the Premises more than two (2) weeks in any six (6) month period, said person(s) shall be considered temporary additional occupants.

Tenant must receive Landlord's prior express written consent to add any temporary additional occupants and Tenant's failure to obtain such consent shall be deemed a material breach of this Lease. Tenant agrees to pay the additional sum of One Hundred Dollars (\$100.00) per day for each additional temporary occupancy.

Neither Tenant nor his guests or invitees shall bring onto the Premises or any grounds thereof any animal, fowl, reptile, insect, waterbed, or hazardous or flammable substances, or use any piano or electrical organ or guitar without the prior express written consent of Landlord. Tenant shall comply with all statutes, ordinances, and requirements of all governmental agencies or authorities now in force, or which may hereafter be in force, pertaining to the use of the Premises. Tenant will also comply with all house rules and regulations now in effect or hereafter enacted by Landlord.

Violation of the occupancy limits listed below is a substantial violation of a material term of the tenancy and is a just cause for eviction. The occupancy limits for our apartment community are as follows:

Apartment Type	Occupancy Limit
Studio	Two People
One Bedroom	Three People
Two Bedroom	Five People
Three Bedroom	Seven People

1.10 ASSIGNMENT AND SUBLETTING

Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES. You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation and breach of your Lease Contract.

In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.

In the event Tenant fails to comply with this provision, Tenant shall remain liable to Landlord for rent and damages until such time as the Premises are surrendered to Landlord.

1.11 ADDING A TENANT TO THE RENTAL AGREEMENT

Any person, with written consent of Landlord, who subsequently becomes a permanent Tenant of this apartment, must be added onto the rental agreement and he/she has full rights to the apartment. Furthermore, upon return of possession of the apartment to the Landlord, the security deposit refund will be made payable to all the named persons in the new rental agreement.

1.12 AUTOMATIC RENEWAL FOR MONTH-TO-MONTH TENANCY

Immediately upon the expiration of the term of this Lease, the tenancy shall automatically convert to a month-to-month tenancy unless Landlord or Tenant gave the other party **written notice at least thirty (30) days prior to the expiration** of the term of the lease, that such

party will not renew the tenancy on a month-to-month basis. Such continued tenancy on a month-to-month basis shall be subject to all of the terms and provisions contained in this Lease subject to Landlord's right to change any of the terms and provisions in the Lease upon not less than thirty (30) days written notice to Tenant as provided by California Civil Code Section 827.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____ X _____
Uri Merchav Meital Bendet

2. Responsibilities

2.1 CONDITION AND ALTERATION OF PREMISES

Tenant has examined the Premises and all equipment thereon subject to this Lease and hereby accepts them as being in good, safe, and clean condition unless Tenant within two (2) days after the commencement date of this Lease serves Landlord with written notice of any discrepancy therefrom. Tenant agrees to:

- (a) Immediately notify Landlord of any defects, dilapidation, or dangerous conditions in the Premises;
- (b) Keep the Premises in as good order and condition as they are on the commencement date of this Lease, exclusive of ordinary wear and tear;
- (c) Promptly reimburse Landlord for the cost of any repairs to the Premises or equipment thereon subject to this Lease, caused by the negligence or misuse of Tenant, or any of Tenant's invitees, licensees, or guests;
- (d) Not allow any hair, thread, strings, rags, sanitary napkins, paper towels, baby wipes or rubbish of any kind, including food particles and grease, to enter the drainage or waste pipes of the Premises. Any damage caused by the entry of one or more of such items into the drainage or waste pipes of the Premises shall be the Tenant's responsibility;**
- (e) Make no alterations or improvements of the Premises or do any painting, redecorating, installation of shelving on walls, or attaching of contact-type papers, hooks, or rings to any surfaces, without the prior express written consent of the Landlord; and
- (f) Surrender the premises, upon expiration or termination of this Lease, in the same condition as received, exclusive of ordinary wear and tear and damages by acts of God, and to clean the Premises prior thereto according to Landlord's reasonable satisfaction and with workmanlike quality.

Tenant shall hold Landlord harmless for any and all liability relating to damages caused by either, refrigerator malfunction, water leaks, roof leaks, drainage system back up, flooding, breaking pipes, toilet shutoff valves.

2.2 UTILITIES

Tenant, with 60 days notice, shall pay for its fair share of all property utilities and related service charges, including but not limited to water, gas, sewer and trash collection. Tenant shall contact the local utility company directly and immediately upon lease signature to arrange and pay for its own PG&E service for their own apartment.

Tenant shall not use any of the above utilities in a wasteful, unreasonable, or arduous manner or extent. Tenant shall comply with any city, municipal, county, state, special district, or Landlord rules, regulations, ordinances or statutes now in force or which may be subsequently adopted or enacted relating to the use and conservation of all utilities including water. Landlord may enter the Premises pursuant to the provisions of Paragraph 18 for the purpose of installing and ensuring the proper use of any water conservation devices, including but not limited to, flow restrictions and toilet water displacement equipment required by any regulatory authority or in Landlord's opinion necessary for the conservation of water.

Notwithstanding anything to the contrary contained in the Lease, Landlord shall not be required to furnish utilities and/or water to the Premises unless the same shall be made regularly available to the Landlord and the furnishing of utilities and/or water shall not be a condition to any of Tenant's obligations hereunder. Landlord shall not be liable for damages resulting from the interruption of any utility services provided to the Premises, including, but not limited to, power outages, or Landlord shutoff for purpose of repair.

In the event that a penalty, premium, excess use charge, or other charge based upon, or intended to mitigate against excess use shall be imposed in connection with the use of utilities and/or water by the project in which the Premises are located, Tenant shall pay his pro rata share thereof as additional rent, in the event that such penalty or charge is not separately stated for the apartment occupied by Tenant. The penalty or other such charge shall be prorated in proportion to the approximate square footage of the Premises bears to the entire approximate square footage of all apartments in the project during the period for which it is imposed. Landlord shall notify Tenant in writing of the amount thereof and Tenant shall pay said amount at the time that his next installment of rent or utility reimbursement is due, whichever is earlier.

2.3 QUIET ENJOYMENT

Tenant shall be entitled to the quiet enjoyment of the Premises, and shall not commit any waste upon the Premises, or any nuisance, act, or thing which may disturb the quiet enjoyment of any other Tenants or neighbors. Tenant shall at all times be responsible for the conduct of his guest, invitees, or licensees while they are in or about the Premises, and expressly agrees that if his guests, invitees or licensees violate any of the provisions hereof such violation will be deemed a breach of this Lease by Tenant. Tenant shall hold Landlord harmless from all liability arising out of any property loss or personal injury suffered by any person and caused by Tenant or his/her guests, invitees or licensees. Landlord shall be held harmless from all liability arising out of loss or theft of any personal property of Tenant of his/her guests, invitees or licensees which is located on the Premises or in any storage area provided by Landlord.

2.4 MULTIPLE OCCUPANCY

The undersigned Tenant(s) whether or not in actual possession of the Premises, are jointly and severally liable for all rent incurred during the term of this Lease and for all damage to the Premises caused or permitted by Tenant, or his guest, licensees, or invitees. In a roommate situation, Tenants acknowledge that they individually do not meet the current financial qualification for residency. However, Tenants' joint income meets the existing financial qualification for tenant residency. Therefore, Landlord enters into this rental agreement on the express condition that each Tenant continues to reside in the unit for the duration of the term of this Lease. If one Tenant fails to reside in the rental unit for a period of 20 consecutive days, said Tenant will be deemed to have abandoned the Premises. In the event of such abandonment, at the option of the Landlord, this rental agreement shall be considered null and void and of no effect. The remaining Tenant shall be considered a tenant at sufferance subject to a 3-day notice to vacate the Premises.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____ X _____
Uri Merchav Meital Bendet

3. Policies & Procedures

3.1 COMMUNITY POLICIES OR RULES

You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community.

3.2 PARKING

Tenant or his guests shall use designated parking spaces exclusively for parking of motor vehicles including automobiles, motorcycles, and pick-up trucks, but excluding trailers of any kind, mobile homes, campers, boats, buses or trucks larger than three quarter ton, without prior express written consent of Landlord. Tenant shall not wash, repair, service or dismantle any vehicle on or near the Premises without the prior written consent of Landlord. Any vehicle of Tenant or his guest must be currently licensed and in operating condition. Vehicles are prohibited from parking on the premises if they take up more than one parking space, parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes to avoid being towed by Landlord at Tenant's expense. All oil and gas leaks from such vehicles shall be repaired immediately upon written notification by Landlord to Tenant. **Tenant's parking space number is to be determined by Landlord. Tenant understands parking is not part of the rent and Landlord shall have the full authority to change Tenant's parking spot at any time at Landlord's sole discretion. Parking may be at an additional cost to Tenant, as determined by Landlord, and may be changed at anytime with written notice to Tenant.**

Landlord will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenant purchase insurance to cover the above-mentioned instances.

3.3 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are not allowed unless authorized by Landlord in writing. Landlord will authorize a service dog or an assistance animal provided that they meet the criteria under Title II and III of ADA and our community policies. You must remove any illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease.

If Tenant or any guest or occupant violates animal restrictions (with or without Tenant's knowledge), Tenant shall be subject to charges, damages, eviction, and other remedies provided in this Lease. If an animal has been in the apartment at any time during Tenant's term of occupancy (with or without Landlord consent), Tenant will be responsible for costs to de-flee, treat for bedbugs and roaches, deodorizing, and shampooing the premises.

3.4 SATELLITE DISHES

Satellite dishes are not permitted without prior **written permission** of Landlord or Landlord's designated agents. Once approved, satellite dishes may only be allowed on the Patio/Balcony and not attached to the property in any way.

3.5 SMOKE & CARBON MONOXIDE DETECTORS

Tenant acknowledges that the Premises are supplied with a smoke and carbon monoxide detection device(s) (if applicable), which is in operating condition. During the term of this Lease, it shall be Tenant's responsibility to regularly test said device(s) to insure that it is in operable condition. Tenant shall promptly inform Landlord immediately in writing of any defects, malfunction, or failure of said device(s), and upon receipt of said notice, Landlord shall promptly make any repairs necessary to maintain such device in proper working order, at no charge to Tenant. Landlord, upon written request from Tenant, shall provide a battery for said device on an annual basis, or sooner, if requested, at no charge to Tenant.

3.6 HOLDING OVER

In the event that Tenant remains in possession of the Premises after the expiration of the term of the Lease and either Landlord or Tenant have given the other a notice of non-renewal of tenancy on a month-to-month basis, Tenant shall be deemed a Tenant at sufferance, holding over without the permission or consent of Landlord after expiration of the fixed term of the Lease.

3.7 INSPECTION & ENTRY

Landlord and Tenant Agree that, with at least twenty-four (24) hours advance written notice to Tenant, unless otherwise agreed to by Tenant, Landlord and Landlord's designated agents shall have the right to enter the Premises during normal business hours for the purpose of (a) making desired, necessary or agreed repairs, decorations, alterations, improvements, or renovations to the Premises, an adjacent unit or for the benefit of the building in which the Premises is located and which is necessarily a part of the rented Premises; (b) supplying necessary or agreed services; (c) showing the unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; or (d) for any other purpose permitted by California Civil Code § 1954 (and any other applicable statutes or amendments which might be enacted subsequent to the execution of this Lease.) In the case of emergency, or suspected Tenant's abandonment or surrender of the Premises, Landlord and Landlord's designated agents may enter the Premises at any time without first securing Tenant's prior permission or giving notice. Tenant agrees to permit Landlord and Landlord's designated agents access to the Premises when Landlord is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material and incurable breach of this Lease and shall entitle Management to serve Tenant with a three-day notice terminating the tenancy.

3.8 ABANDONED PERSONAL PROPERTY

Tenant's personal property remaining on the Premises after this Lease, and any renewal thereof, has been terminated and after the Premises have been vacated by Tenant, shall be disposed of in accordance with California Civil Code §§ 1980-1991. Notwithstanding said provisions, Tenant agrees to hold Landlord harmless from all liability for damage resulting from the removal, storage or other harm accruing to such property or persons as a result of Landlord's actions.

3.9 EVENTS OF DEFAULT

Tenant shall be guilty of a material breach of this Lease should Tenant:

- (a) fail to pay any rent or other sum payable under this Lease on the date it becomes due;
- (b) default in the performance of, or breach any provision, term, covenant, or condition of this Lease; or
- (c) vacate or abandon the Premises before expiration of the natural term of this Lease, or any extension thereof.

It is understood and agreed that breach by Tenant(s) of any paragraph of this Lease Agreement would constitute a material of covenant and good cause for eviction under **Berkeley's Rent Stabilization and Good cause for Eviction Ordinance**.

3.10 REMEDIES

In the event that Tenant defaults in the payment of any sums due hereunder or in the performance of any other provision of this Lease, or any extension thereof, Landlord may terminate this agreement and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of California in effect at the time of such default. Should Tenant breach this agreement and abandon the Premises, prior to the expiration of the term of this Lease, Landlord, in addition to any other remedy given Landlord by law or equity, may;

(a) Continue this Lease in effect by not terminating Tenant's right to possession of said premises, in which event Landlord shall be entitled to enforce all Landlord's rights and remedies under this Lease including the right to recover the rent specified in this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or

(b) Terminate this Lease and recover from Tenant:

1. The worth, at the time of the award of the unpaid rent which had been earned at the time of termination of the lease;
2. The worth, at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided;
3. The worth, at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; and

(c) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under this lease; or Terminate the Lease and, in addition to any recoveries bring an action to re-enter and regain possession of the premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

3.11 RELEASE OF LIABILITY FOR INJURY OR PROPERTY DAMAGE

Tenant(s) acknowledge(s) that certain areas of any apartment complex or community pose certain risks and hazards. Such areas may include, but are not limited to, all swimming pools areas, all health club facilities, all parking and driveway areas, all balconies and stairways, all hot tub or Jacuzzi areas, sidewalks, all lakes and retaining ponds, all basketball and tennis courts, and all barbecue pits and grills wherever applicable.

Tenant(s) hereby acknowledge(s) that such risks pose possible safety hazards while within the complex or community, especially to unsupervised minors. Tenants(s) hereby acknowledge(s) further that Landlord has no responsibility or obligation whatsoever to provide for the supervision of Tenants(s), their issues or guests while within the complex or community.

Tenant(s) hereby agree(s) that Landlord (or its agents, employees, or representatives) shall not be liable in any way whatsoever for any personal injury to any person or any personal injury or property damages caused by or contributed to directly or indirectly by any person (whether residing with or visiting Tenant(s), or whether residing or visiting with another Tenant, or otherwise), occurring on or about the complex or community in which the Apartment leased by Tenant(s) is located.

Tenant(s) understand(s) that this is an express waiver and release of Landlord's liability in the event of any injury or property damaged caused by any person.

3.12 NO REPRESENTATIONS REGARDING SECURITY

No oral promises, representations or agreements have been made by owner or any owner's representatives (including employees, management and leasing personnel, and other agents) who impose duties of security or other obligations on owner or owner's representatives. Landlord shall have no obligations to provide security services for the protection of persons including resident and/or personal property.

Landlord does not promise, warrant or guarantee the safety or security of Tenants, occupants, or their personal property against the criminal actions of other Tenants or third parties. (For purposes of this security policy, "Landlord" includes owner and owner's property management company, on site managers, and other owner representatives.) Each Tenant and occupant has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings. Tenants should contact an insurance agent to arrange appropriate fire and theft insurance on their property.

It is a fact that no security systems, cameras' patrol or electronic security device can provide protection against crime at every location at every moment of the day or night. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Tenants and occupants should not rely on such systems and should always proceed on the assumption that no security systems exist. Tenants and occupants should make no other assumptions regarding security. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

If security systems, security devices or walk-through services are utilized at this community, no representation is made that they will prevent injury, theft or vandalism. Companies or individuals walking or driving the complex on behalf of Landlord are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. Therefore, Landlord does not warrant that any security systems, security devices, services or persons at this apartment community will discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. Landlord reserves the right to reduce, modify or eliminate any security system, security devices or services (other than those statutorily required) at any time and such action shall not be a breach of any obligation or warranty on the part of the Landlord.

If controlled-access gates or intrusion alarms are provided, Tenants will receive operating instructions and it is Tenants' and occupants' responsibility to bring any questions to the attention of Landlord. Further, it is Tenants' and occupants' responsibility to promptly notify Landlord in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled-access gates, intrusion alarms and other security-related devices. Each Tenant and occupant is responsible for reporting to Landlord in writing any crime that he or she is aware of and that occurs in Tenant's apartment or in common areas near Tenant's apartment. If tenants have their own intrusion alarms in their apartments they shall be solely responsible for its operation and monitoring costs if any.

Protecting Tenants, their families, occupants, guest and invitee from crime is the sole responsibility of Tenants, occupants and law enforcement agencies. Tenants are required to call the police or 911 first if a crime occurs or is suspected. Tenants and occupants are required to promptly report to Landlord, in writing, any locks, lighting, overgrown shrubbery, fences, gates, intrusion alarm and other security-related devices that they believe are in need of repair or improvement.

I have read, understood and agree to the above security policy. I have received no representations or warranties, either express or implied, regarding security systems before or during the lease term. Landlord has not stated or implied to me in any way that security of person or property will be provided, promised or guaranteed. Landlord has not represented that the apartment community has been or will be free from crime or that the apartment community has had little or no history of crime. I further acknowledge that Landlord is not obligated under any circumstances to respond to any signal from an intrusion alarm system.

I release and hold harmless Landlord from claims arising out of criminal acts of other Tenants and third parties. Subject to Landlord's compliance with duties under the lease and statutes regarding security devices, I agree that owner shall not be liable to me based upon claims that insufficient security was provided. I acknowledge that Landlord's representatives have no authority to make changes or modifications in this document unless they are in writing and signed.

3.13 NO REPRESENTATIONS REGARDING INSURANCE OF TENANTS' PERSONAL PROPERTY

The insurance coverage carried by Landlords of apartment communities covers **only** the buildings and the property belonging to that community. Specifically, this insurance does not cover the personal property and belongings of the Tenants and the apartment community.

Renters insurance is designed to provide apartment dwellers with prompt reimbursement for loss, damage or destruction of their property, as well as with coverage for additional living expenses incurred should the apartment, for example, become uninhabitable as the result of fire. Such insurance can also protect the Tenants from any liability claims resulting from their own personal activities. For example, should your negligence be the cause of a fire, you may be held responsible for the damage of the property of others, including the landlord's property. Likewise, if one of your guests were to have an accident in your apartment, you could be personally responsible for their injuries. **Renters insurance can be purchased for a nominal fee through your online portal and is requirement of tenancy in our apartment community. Please provide proof of insurance within two weeks of move in whether purchased through our online portal or via your personal insurance agent.**

3.14 BED BUGS

Landlord has no knowledge of any infestation in the Premises by bed bugs. Attached and incorporated into this Lease is a Bed Bug Disclosure for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs.

3.15 MEGAN'S LAW

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. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____ X _____
Uri Merchav Meital Bendet

4. General Clauses

4.1 FOR TENANTS IN MILITARY SERVICE ONLY

Tenants who are given military transfer orders may terminate their lease with thirty (30) days notice in writing. However, any specials received during the term of the lease will be made due and payable upon expiration of the thirty (30) day notice. You may not terminate your lease unless copies of the official military transfer papers are provided to this office on or before the move out date.

4.2 FAIR HOUSING

On March 13, 1989, the Fair Housing Amendments Act of 1988 became effective nationwide. The new law prohibits housing discrimination against persons of familial status or handicaps and amends the Fair Housing Act (title VII of the Civil Rights Act of 1968 -42 U.S.C. 36000) which has prohibited housing discrimination against persons because of race, color, religion, sex or national origin. Consequently, this community and all other similar communities can no longer be restricted to adults only. When a unit becomes available, the Management must offer such unit to all interested persons without regard to race, color, religion, sex, national origin, family status (children) or handicaps.

The new law prohibits any person from the coercion, intimidation, threat, or interference of or with any person in their employment of a dwelling because of their race, color, religion, sex, national origin, familial status or handicap.

4.3 PROPOSITION 65, CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 25915 ET SEQ.

The Premises as well as the common areas in and around the Community contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: tobaccos, smoke, lead components, asbestos, carbon monoxide, and gasoline components.

Asbestos may be present in very small amounts in the sprayed-on acoustical ceiling material (which has a "cottage cheese" appearance) in the apartments and other areas in the apartment building. However, professional environmental consultants have assured us that these materials represent no immediate health problem as long as they are intact and remain undisturbed.

We ask that you refrain from taking any action which will in any way damage or disturb the ceilings, including the making of penetrations, hanging any objects from the ceilings, bouncing objects off the ceilings, allowing liquids to come in contact with the ceilings, painting the ceiling, or making any repairs to the ceiling. Should any damage or disturbance to your ceiling occur, please notify the building management promptly.

4.4 WAIVER

The waiver of Landlord or Tenant of any breach of any term, covenant or condition hereof contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Nor shall any such breach or subsequent breach be deemed waived without the express written consent of Landlord or Tenant. Receipt by Landlord of rent with knowledge of a breach of any term, covenant or condition hereof shall not be deemed a waiver of such breach, and landlord may accept any payment without prejudice to its right to recover any other sums due from Tenant or pursue any other remedy provided in this Lease, or available in Law or at Equity, regardless of any endorsement or statement by Tenant accompanying such payment

4.5 PRORATIONS

All prorations made during the term of this tenancy shall be based upon the exact numbers of days in the month being prorated.

4.6 NOTICE

Three (3) Day Written Notice: Rent is due and payable on the first (1st) calendar day of the month; there is a **five (5) day grace period for the payment of rent**. On the sixth (6th) day of the month Landlord shall have the right to serve Tenant with a Three (3) Day Written Notice if rent has not been timely paid. Such notice shall demand payment of full rent or surrender of the premises within a period of three (3) days. If Tenant fails to comply with the notice, Landlord shall have the right to declare the tenancy terminated and Tenant will be guilty of unlawful detainer as provided in California Code of Civil Procedure Section 1161(2). Tenant shall remain liable to Landlord for the payment of all rent and other obligations pursuant to this Agreement through the duration of the term of the Lease as set forth in paragraph three (3) of this Agreement. **Thirty (30) Day Written Notice:** Landlord may terminate any month-to-month tenancy for any reason and without offering any reason, at any time upon giving at least thirty (30) days written notice of its election to do so. **During any month-to-month tenancy, Tenant shall give notice in writing to Landlord thirty (30) days prior to the date Tenant desires to vacate said premises.** Verbal move-out notice is not sufficient. Tenant shall be liable for a full thirty (30) days rent from the date of giving notice.

4.7 LANDLORD APPROVAL

This Lease is subject to final written acceptance and approval of Landlord. No oral additions, modifications, representations, or promises, expressed or implied, given prior to the execution of this Lease or at any time thereafter by any person acting as a manager, agent, or otherwise shall bind Landlord or shall supersede any covenants or conditions herein contained unless accepted and approved in writing by Landlord alone.

4.8 SEPARATION

If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent, be deemed invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

4.9 SUBORDINATION

Tenants interest in this Lease shall be subordinate to any interest held by any lender of Landlord. In the event any lender acquires title to the Premises, Tenant agrees to attorn to such lender effective upon lender's acquisition of the Premises. Tenant further agrees to execute such further reasonable evidences of attornment as a lender may from time to time request upon lender's acquisition of title.

4.10 MISSTATEMENTS ON APPLICATION

Tenant(s) have completed an application in connection with securing this Lease. Landlord relied upon the statements set forth in said application in deciding to rent the Premises to Tenant(s). It is agreed that, should Landlord subsequently discover any misstatements of fact in the Tenant(s) application, any such misstatements shall be deemed a material and incurable breach of this Lease and shall entitle Landlord to serve Tenant(s) with a three-day notice terminating tenancy.

4.11 MISCELLANEOUS

This Lease shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto, except as provided in paragraph 8 herein. Each and every term, covenant and agreement herein contained shall be deemed a condition hereof. This Lease is the final agreement of the parties, and shall not be modified unless in writing and signed by the parties hereto. Time is of the essence of this Lease. The person authorized by Landlord to manage the Premises and to receive all notices and demands on Landlord's behalf is the resident manager. Tenant hereby acknowledges having read this Lease and ancillary instruments incorporated herein by reference.

4.12 WATER USE

Owner reserves the right at any time during the lease or any extension or renewal thereof to require resident to pay for resident's own water usage on a sub-metered basis. Owner shall give residents 30 day's written notice before requiring residents to commence paying for his or her own water usage.

4.13 CONTRACT TERMINATION AND DISPUTE

This Lease Contract may only be amended, waived, or terminated by Owner's representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Owner not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

Force Majeure

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

4.14 INCORPORATED INSTRUMENTS

Tenant acknowledges receipt of all of the attached addenda to follow and/or agreements and covenants and agrees not to violate the Apartment Rules and any amendments or addenda thereto.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____ X _____
Uri Merchav Meital Bendet

5. Move In Information

5.1 MOVE IN INFORMATION

1. PACIFIC GAS & ELECTRIC (PG&E) COMPANY: 1-800-743-5000

24 hours a day, 7 days a week.

2. EAST BAY MUNICIPAL UTILITY DISTRICT (Water): 510-835-3000

Mondays – Fridays, 8:00 a.m. – 4:30 p.m.

3. COMCAST (Cable TV): 1-800-945-2288

Mondays-Fridays, 10:00 a.m. – 6:00 p.m., Saturdays, 10:00 a.m. – 2:00 p.m.

4. PARKING PERMIT (Berkeley): 510-981-7200

Mondays – Fridays, 8:00 a.m. – 4:30 p.m.

5. Manager: Nido Properties - info@nidolife.com - (510) 625-2060

CONGRATULATIONS AND BEST WISHES ON YOUR NEW HOME!

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____ X _____
Uri Merchav Meital Bendet

6. Apartment Rules

6.1 RULES AND REGULATIONS

This is an addendum made and entered into between WFT CA APARTMENTS, LLC. "Owner/Agent" and Uri Merchav, Meital Bendet "Resident" for the premises located at:
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

GENERAL

1. New rules and regulations or amendments to these rules may be adopted by Landlord/Manager upon giving thirty (30) days notice in writing. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Tenant rights. They will not be unequally enforced. Tenant is responsible for the conduct of guests and the adherence to these rules and regulations at all times.
2. When the Tenant has a new cell phone number and e-mail address they must communicate this information to the Landlord/Manager.

NOISE AND CONDUCT

1. Tenant shall not make or allow any disturbing noise in the unit by Tenant, family or guests nor allow anything by such persons, which will interfere with the rights, comforts or conveniences of other persons.
2. All musical instruments, television sets, stereos, radios, etc., are to be played at a volume which will not disturb other people. Sound must not come out of your four walls.
3. The activities and conduct of Tenants and tenant's guests outside of their unit on the common grounds, parking areas, or any recreation facilities must be reasonable at all times and not annoy or disturb other persons.
4. The stairways are only to go up or down not to sit. Noise should be avoided in the buildings that share a main staircase and no one should use the common areas to play. Drinking alcohol is not allowed in the common areas or outdoors.
5. Do not slam your doors.
6. It is not permitted to use skates, skateboards, balls, drones etc. on the driveways of the property.
7. No hanging of clothes in any visible areas of the exterior of the apartment.
8. No lounging, visiting or loud talking, that may be disturbing to other Tenants will be allowed in the common areas at any time.
9. **No smoking in Common Areas or Residential Units - Smoking is not allowed in any common area including but not limited to all recreation room, laundry rooms, lobbies, elevators, stairways or garage.**

CLEANLINESS AND TRASH

1. The unit must be kept clean, sanitary and free from objectionable odors.
2. Tenant shall assist management with keeping the outside common areas clean.
3. No littering of papers, cigarette butts or trash is allowed anywhere on the grounds.
4. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
5. No satellite antennas are allowed anywhere on the property.
6. Garbage is to be placed inside the containers provided and lids should not be slammed. Garbage should not be allowed to accumulate in the inside or the outside of the residents' units and should be placed in the outside containers on a daily basis.
7. Trash cannot be left outside your door.
8. All trash, garbage and other waste must be in sealed bags before removal to the exterior garbage containers.
9. Lessee shall not dispose of large items, ie. TVs, sofas, chairs mattresses in garbage bins.
10. Furniture and all personal belongings must be kept inside the apartment or in storage areas approved in writing by the Landlord/Manager. Any personal items left outside the apartment (unless approved in writing) are subject to removal by Manager. Tenant may be charged the cost of removal.
11. Articles are not to be left in common areas.
12. Clothing, curtains, rugs, etc. Shall not be shaken, hung or cleaned outside of any window ledge, patio or balcony. Is not allowed to put or store anything that causes discomfort to others or to affect the image of the building.
13. Tenant shall not accumulate cans or bottles for later recycling on their patio or in their apartment. All recycling must be brought to the appropriate designated container.
14. Unlicensed or unusable cars are not allowed to be parked in the property. No mechanical work is allowed (oil change or other similar activity). Washing cars is not allowed on the property.
15. Carports/Parking: No items shall be stored in the carports other than Tenant's approved vehicle.
16. Tenant must maintain a clean balcony, patio or deck. All items must be contained in a clean and non-obstructive manner. No exterior lighting or clothes lines may be hung from any part of the building or patio.
17. Trucks, trailers, or other vehicles used in commercial business as well as mobile homes may not be parked on the property unless approved by resident manager.
18. Grocery carts: Leaving or bringing commercial grocery carts on or about the premises is strictly prohibited. Any costs incurred in returning a cart will be charged to the Resident.
19. Patios & or Balconies: Items stored on the patio or balcony areas should be safe, clean, and neat at all times. Items in these areas shall not be stacked any higher than the fence line or railing. Any items above the fence line or railing should be lowered or removed. Personal items, sofas, refrigerators, freezers are not permitted on balconies or patios. Carpets, blankets, clothing are not allowed to be

draped over the fence line or railings. Awnings, shade devices, pop up tents, etc may not be used without written permission from management. Using the patio for the primary purpose of storage is strictly prohibited. All items on the patio shall be lightweight and not cause wood or water damage to the patio. Combustible items such as BBQ's, cleaning solvents, spray cans, fireworks, propane tanks etc are strictly prohibited on the patios or balconies.

SAFETY

1. All doors must be locked during the resident's absence.
2. All appliances, except refrigerators, must be turned off before leaving the unit.
3. **When leaving for more than ten (10) days, Tenant shall notify management how long the resident will be away.**
4. If someone is to enter Tenant's unit during Tenant's absence, Tenant shall give management permission beforehand to let any person in the unit and/or provide the name of person or company entering.
5. The use or storage of gasoline, cleaning solvent or other combustible in the unit is prohibited.
6. The use of charcoal or gas grill is prohibited throughout the property.
7. No personal belongings, may be placed on stairways or around the building.
8. People who do not exercise good judgement should not be left unattended on the patios, balconies, decks, landings, and stairwells or any common area unless accompanied by an adult at all times who can provide assistance.
9. Candles may not be burned in the interior of the apartments without constant adult supervision.
10. All bicycles and scooters must be used in a safe and courteous manner. All bicycles and scooters may not be used or ridden on the grass or in planted areas. No bicycles, or scooters should be stored on walkways, stairways, hallways, porches, or other public areas, except as specified and approved by the manager.
11. All toys (including, but not limited to, bicycles, tricycles, and wagons) must be kept in your rental unit or storage unit. They are not allowed to be stored in your parking space or carport. If these items are left outside the building or in the common areas, they will be deemed litter and thus discarded.

MAINTENANCE, REPAIRS AND ALTERATIONS

1. If the unit is supplied with a smoke detector device(s) upon occupancy, it shall be the responsibility of Tenant to regularly test the detector(s) to ensure that the device(s) is in operating condition. Tenant will inform management immediately, in writing, of any defect, malfunction or failure of such smoke detector(s). Tenant may replace smoke detector batteries (unless prohibited by law) or advise landlord to replace them as needed.
2. Tenant shall advise management, in writing, of any items requiring immediate repair (flooding, electrical malfunction, etc.). Notification should be immediate in an emergency and for day to day issues within office hours. Repair requests should be made as soon as the defect is noted.
3. Service request should not be made directly to maintenance people. Work orders should be completed online or in management office.
4. Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Tenant's negligence or improper use are the responsibility of the Tenant. Payment for corrective action must be paid by Tenant upon demand. This includes disposing baby wipes, sanitary napkins or diapers via the toilet.
5. No alterations or improvements shall be made by Tenant without the consent of management. Any article attached to the woodwork, walls, floors or ceilings shall be the sole responsibility of Tenant. Tenant shall be liable for any repairs necessary during tenancy or after move-out to restore premises to their original condition. Glue or tape shall not be used to affix pictures or decoration.

By signing below, the undersigned acknowledge and agree to the above addendum.

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____ X _____
Uri Merchav Meital Bendet

7. ASBESTOS ADDENDUM

7.1 ASBESTOS ADDENDUM

This agreement is an addendum and part of the rental agreement dated 10/01/2019 between WFT CA APARTMENTS, LLC. , hereby known as "Owner/Agent" and Uri Merchav, Meital Bendet hereby known as "Tenant" for the Premises located at:
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

(Owner/Agent: check one)

- ☒ This property may contain asbestos. OR
- _____ This property contains asbestos. This hazardous substance is contained in some of the original building materials and in some of the products and materials used to maintain the property. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances.

1. Resident or the Resident's guest(s), employees and contractors shall not take or permit any action which in any way damages or disturbs the Premises or any part thereof, including, but not limited to: (i) piercing the surface of the ceiling by drilling or any other method; (ii) hanging plants, mobiles, or other objects from the ceiling; (iii) attaching any fixtures to the ceiling; (vi) allowing any objects to come in contact with the ceiling; (v) permitting water or any liquid, other than ordinary steam condensation, to come into contact with the ceiling; (vi) painting, cleaning, or undertaking any repairs of any portion of the ceiling; (vii) replacing light fixtures; (viii) undertaking any activity which results in building vibration that may cause damage to the ceiling.
2. Resident shall notify Owner/Agent immediately in writing (i) if there is any damage to or deterioration of the ceiling in the Premises or any portion thereof, including, without limitation, flaking, loose, cracking, hanging or dislodged material, water leaks, or stains in the ceiling, or (ii) upon the occurrence of any of the events described in Paragraph 1 above.
3. This addendum is incorporated into and is a part of the Rental Agreement/Lease to which it is attached.

By signing below, the undersigned acknowledge and agree to the above addendum.

By initialing below, you acknowledge and agree to the terms in Section 7.

X _____ X _____
Uri Merchav Meital Bendet

8. Bed Bug Addendum

8.1 BED BUG ADDENDUM

This agreement is an addendum and part of the rental agreement dated 10/01/2019 between WFT CA APARTMENTS, LLC. , hereby known as "Owner/Agent" and Uri Merchav, Meital Bendet hereby known as "Tenant" for the Premises located at:
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

This Addendum defines Resident(s) responsibilities concerning habitability of the Premises. Resident(s) agree(s) that Resident(s) is/are to periodically inspect the Premises regarding habitability of the Premises including an inspection of the presence of bed bugs. Resident(s) agree(s) that Resident(s) is/are to disclose and continually disclose in writing to Owner/Agent of any allegation of habitability claims, including the presence of bed bugs.

INFORMATION ABOUT BED BUGS

Bed Bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

Life Cycle and Reproduction: An average bed bug lives about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive months without feeding.

Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes, the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common Signs and Symptoms of a Possible Bed Bug Infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery or walls.
 - Molted bed bug skins, white, sticky eggs or empty eggshells.
 - Very heavily infested areas may have a characteristically sweet odor.
 - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them. For information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
1. Resident(s) understand(s) and agree(s) that bed bugs are an ongoing problem in rental housing. Resident(s) play(s) an important role in ensuring that bed bugs do not infest the Premises. Early detection and reporting of bed bugs are important components required for preventing bed bug infestations. This Addendum defines Resident(s) responsibilities under the Agreement regarding bed bug control.
 2. Resident(s) promise(s) that any and all personal property (e.g. furniture, clothing, bedding) that is brought to the Premises by the Resident(s), guests or invitees has been inspected for bed bugs and does not contain any bed bugs. Resident(s) promise(s) not to bring property that has been infested with bed bugs onto the Premises. Resident(s) agree(s) to continually check and inspect all personal property that is brought into the Premises for bed bugs.

3. Resident(s) agree(s) to report the possibility of signs of bed bugs immediately in writing to Owner/Agent because bed bugs multiply quickly and can become an infestation affecting Resident(s), their guests and invitees and other Resident(s), guests or invitees in the Property.
4. Resident(s) agree(s) to cooperate with Owner/Agent's requests regarding bed bug inspection and control efforts. This includes carefully and diligently following all instructions and recommendations regarding inspections, detection and treatment of bed bugs and the movement and removal of personal property as requested by Owner/Agent and any pest control company retained by Owner/Agent. Preparation for the inspection, detection and treatment of bed bugs can be extensive and expensive, and may include items such as special cleaning or washing instructions for bedding, clothing, etc. or disposing of personal property that cannot be disinfected. Resident(s) agrees to comply with the instructions for bed bug preparation, inspection, and treatment if requested by Owner/Agent or pest control company retained by Owner/Agent.
5. Resident(s) understand(s) and agree(s) that he/she is/are responsible for preventing any bed bugs from entering the Premises.
6. Resident(s) agree(s) to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to attorney's fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident(s), guests or invitees, in occupying the Premises including failure to take precautions, indemnify, treat or report the possibility or existence of bed bugs.
7. Resident(s) acknowledge(s) and agree(s) that the Owner/Agent shall not be liable for any loss or damage suffered by Resident(s) and/or guests or invitees resulting from an infestation or treatment of bed bugs.
8. Tenant agrees to cover all costs related to bedbug treatment or abatement by a certified pest control operator as a result of the Tenant or any guest occupying or using the premises.

The Tenant acknowledges that the Owner is not an insurer of tenant's property and is encouraged to have insurance to cover any losses. Furthermore the tenant agrees to indemnify and hold harmless the Owner and its agents from any claims, including attorney fees, which the tenant may incur as a result of the negligence of the tenant or their guests. Tenant may be liable for failing to comply with this addendum. Owner and its agents shall not be liable to Tenant or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue.

By signing below, the undersigned acknowledge and agree to the above addendum.

By initialing below, you acknowledge and agree to the terms in Section 8.

X _____ X _____
Uri Merchav Meital Bendet

9. Crime Free Housing Addendum

9.1 CRIME FREE HOUSING ADDENDUM

This agreement is an addendum and part of the rental agreement dated 10/01/2019 between WFT CA APARTMENTS, LLC. , hereby known as "Owner/Agent" and Uri Merchav, Meital Bendet hereby known as "Tenant/Resident" for the Premises located at:

2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

The terms of this Addendum are intended by the parties to be added to and incorporated into the rental/lease agreement between Resident(s) and Owner/Agent that currently governs the tenancy of Resident in the Premises.

Due to a desire to maintain a safe and crime-free lifestyle in Premises, Resident and Owner/Agent agree to incorporate this Crime Free Housing Addendum ("Addendum") into the rental agreement ("Rental Agreement") currently in existence or renewed on this day between Resident and Owner/Agent.

It is already established that Resident shall not commit a substantial violation of the Rental Agreement or materially non-comply with the Rental Agreement. This Crime Free Housing Addendum sets forth a specific list of activities that constitute substantial violations of the Rental Agreement and will be considered a material non-compliance of the Rental Agreement if performed by Resident, any member of Resident's household, Resident's guest(s), or any other individuals associated with the Resident on the Premises during the Rental Agreement term. Resident understands that below is not an all-inclusive list of substantial violations or material non-compliant activities under the Rental Agreement. Resident understands and agrees that any occurrence of any of the activities stated below will constitute grounds for immediate termination of Resident's Rental Agreement and eviction of Resident and all other occupants of the Premises.

Any of the following acts on or near the Premises will be considered a substantial violation and a material non-compliance of the Rental Agreement and will subject Resident to immediate termination of the Rental Agreement and eviction pursuant to California Law.

(1) Resident shall not partake in criminal activity on or near the Premises. Criminal activity includes, but is not limited to, any nuisance activity as defined in Civil Code sections 3479 and 3480.

(2) Criminal activity also includes any illegal drug-related activity, any illegal manufacture, sale, distribution, use, or possession of any illegal or controlled substance as defined in 21 U.S.C. 802.

(3) Criminal activities also include any illegal activity on or near the Premises such as prostitution, assault, illegal possession or use of firearms, stalking, substantial damage to property, illegal gang activity, or any other act on or near the Premises that endangers or threatens the health and safety of another individual or to Owner/Agent.

(4) Resident shall not engage in any act intended to facilitate any of the above-stated nuisance or criminal activities. (5) Resident shall not allow the Premises to be used for or to facilitate any of the above-stated nuisance or criminal

activities. (6) Resident, any member of the Resident's household, any of Resident's guests or any other person associated with the

Resident on the Premises shall not violate any civil law, ordinance or statute in the use and occupancy of the Premises, commit waste or nuisance, annoy, molest or interfere with any other person while on or near the Premises.

RESIDENT UNDERSTANDS AND AGREES THAT EVEN A SINGLE VIOLATION OF ANY PROVISION OF THIS ADDENDUM MAY BE CONSIDERED A SUBSTANTIAL VIOLATION AND A MATERIAL NON-COMPLIANCE OF THE RENTAL AGREEMENT AND MAY CONSTITUTE GROUNDS FOR IMMEDIATE TERMINATION OF THE RENTAL AGREEMENT AND EVICTION. Unless otherwise provided by law, proof of a violation of this Addendum shall not require a criminal conviction, but shall be proven by a preponderance of the evidence. If there is a conflict between the provisions of this Addendum and a provision of the Rental Agreement, the provisions of this Addendum will govern.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

By initialing below, you acknowledge and agree to the terms in Section 9.

X _____ X _____
Uri Merchav Meital Bendet

10. Drug Free Housing Addendum

10.1 DRUG FREE HOUSING

This is an addendum made and entered into between WFT CA APARTMENTS, LLC. "Owner/Agent" and Uri Merchav, Meital Bendet "Resident" for the premises located at:
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

1. Tenant, any member of the tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity including drug-related criminal activity, on or near project premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises.
3. Tenant or members of the household will not permit the dwelling units to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

By signing below, the undersigned acknowledge and agree to the above addendum.

By initialing below, you acknowledge and agree to the terms in Section 10.

X _____ X _____
Uri Merchav Meital Bendet

11. East Bay Municipal Utility District - WATER Service Addendum

11.1 GAS & ELECTRIC SERVICE

This is an addendum made and entered into between WFT CA APARTMENTS, LLC. "Owner/Agent" and Uri Merchav, Meital Bendet "Resident" for the premises located at:
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

East Bay Municipal Utility District (EBMUD) no longer allows us to put the service in your name. It is the responsibility of the Resident to put the service in their own name. Resident has Three (3) days from the move in date to initiate service in their name or the service will be terminated.

East Bay Municipal Utility District Phone number: **1-866-403-2683**

By signing below, the undersigned acknowledge and agree to the above addendum.

By initialing below, you acknowledge and agree to the terms in Section 11.

X _____ X _____
Uri Merchav Meital Bendet

12. ELECTRONIC PAYMENT ADDENDUM

12.1 ELECTRONIC PAYMENT

This is an addendum made and entered into between WFT CA APARTMENTS, LLC. "Owner/Agent" and Uri Merchav, Meital Bendet "Resident" for the premises located at:
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

1. **Automated electronic payments.** "Automated electronic payments" include "Automated Clearing House" (ACH), "Credit and Debit Card" (Card) transactions, and "Cash Payslip" (Cash Payslip) transactions. ACH refers to the nationwide network of banking institutions that have agreed to process electronic payments automatically from your bank account to our bank accounts. Virtually all banks and credit unions participate. "Card" refers to credit and debit card transactions, including those cards bearing the Visa, Mastercard, Discover and American Express logos. "Cash Payslip" refers to cash payment transactions made with a property specific resident barcode at 7'11 (Seven Eleven Convenient Stores), Ace Check Cashing or other Owner Approved participating vendors. Collectively "automated electronic payments" are paperless transactions that occur instantly and automatically without a check being hand processed through a local bank clearinghouse or the Federal Reserve System.
 1. *Advantages:* There are significant advantages for you in paying your rent via automated electronic payments. They include:
 2. *Greater convenience* since you won't have to worry each month with writing, mailing or delivering a rent check;
 3. *No late charges* if you elect monthly auto pay. It will allow for your rent to be paid timely assuming there are sufficient funds in your checking account.
 4. *Greater security* since there is no chance that a check signed by you will fall into the wrong hands or get lost in the mail; and
 5. *Proof that you paid* since your bank statement is evidence of payment according to ACH and card network rules. You will also be able to print a receipt when you make an ACH payment and see your payment history.
2. **ACH Payment Authorization.** By executing this Lease Agreement Addendum, you are agreeing that your rent payment or other payments as authorized by you will be collected automatically each month via ACH by debiting (charging) your checking account electronically, in the case of your rent payment, on the same day of the month that your rent is due under your Lease Agreement, and in the case of other payments, on the date(s) you authorized by separate agreement.
3. **Card Payment Authorization.** By executing this Lease Agreement Addendum, you are agreeing that your rent payment or other payments as authorized by you will be collected automatically each month by charging your credit or debit card electronically, in the case of your rent payment, on the same day of the month that your rent is due under your Lease Agreement, and in the case of other payments, on the date(s) you authorized by separate agreement. Resident understands that the use of a credit card or debit card for payment of rent has additional fees charged by outside vendors. Resident understands that these additional fees for use of the credit card or debit card are not in any way whatsoever applied to rent, nor credited to the resident in any way whatsoever.

4. **Cash Payslip Authorization.** By executing this Lease Agreement Addendum, you are agreeing that your rent payment or other payments as authorized by you will be collected automatically each month by "Cash Payslip" electronically by bringing cash payment to a Owner approved participating vendor, in the case of your rent payment, on the same day of the month that your Rent is due under your Lease Agreement, and in the case of other payments, on the date(s) you authorized by separate agreement. Resident understands that the use of a "Cash Payslip" for payment of Rent has additional fees charged by outside vendors. Resident understands that these additional fees for use of the "Cash Payslip" are not in any way whatsoever applied to Rent, nor credited to the Resident in any way whatsoever.
5. **Other non-rent items.** Payment to us for other amounts (such as NSF charges, damages, or charges related to unauthorized animals, etc.) may be mailed to us, deposited in our onsite drop box (if any), or delivered in person. Such other payments will not be processed by Card, ACH or Cash Payslip electronic transfer except with Landlord approval given at the time of each payment.
6. **Your right to opt out & Opt out Fee.** You have the right at any time to give us written notice of your decision to revoke your authorization for the ACH or Card method of payment and to thereafter pay by regular check, certified check, or money order according to the Lease Agreement and deliver to the Leasing office Located at:

WFT CA APARTMENTS, LLC
480 3RD STREET
OAKLAND, CA 94607

1. **Delinquency.** As long as your rent payments via ACH, Card, or Cash Slip are authorized and settled, you may continue ACH, Card, Cash Slip payment of your Rent. If any ACH, Card, or Cash Slip rent payment does not clear, it will be treated as a default (just like an NSF check) under the Lease Agreement. The owner or agents retains the right at any time to require you to pay all future rent payments by regular check, certified check, or money order, pursuant to paragraph #4 of the Lease Agreement. More specifically, rent shall be payable in the form of certified funds or cashiers check (subject to the limitations as hereinafter provided) or money order to Landlord at the rental office, or to such entity or place as Landlord may from time to time specify by written notice served on Tenant.
2. **ACH, Card, and Cash Payslip Rules.** Owner and Resident agree to comply with all ACH, Card and Cash Payslip Rules and regulations of the associations and networks.
3. *All move-in fees (deposits and 1st month's rent) must be paid via money order or cashiers check. Electronic payments for move-in costs will not be accepted unless approval has been given by landlord or management.*
4. **Indemnity.** Resident agrees to indemnify and hold harmless the Owner/agent from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Owner/Agent may incur as a result of the negligence of the Resident with using Electronic Payments. Resident further indemnifies Owner/agent from any and all transaction costs or fees related to making or using electronic payments.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum:

By initialing below, you acknowledge and agree to the terms in Section 12.

X _____ X _____
Uri Merchav Meital Bendet

13. Flood Disclosure Addendum

13.1 FLOOD DISCLOSURE

This agreement is an addendum and part of the rental agreement dated 10/01/2019 between WFT CA APARTMENTS, LLC, hereby known as Owner/Agent, and Uri Merchav, Meital Bendet hereby known as Resident(s), for the premises located at:

2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

Per Government Code 8589.45, the landlord is required to disclose if rental property is at risk of flooding.

Lessor's Disclosure:

☒ The owner has NO knowledge that this property is located in a special flood hazard area or area of potential flooding.

OR

☐ This property is located in a special flood hazard area or area of potential flooding, and the owner has actual knowledge of that fact. The owner is considered to have actual knowledge if:

- the owner has received notice from a public agency that the property is located in a special flood hazard zone or an area of potential flooding;

- the owner's mortgage holder requires the owner to carry flood insurance; or
- the owner currently carries flood insurance.

Tenants can obtain information about hazards that may affect the property from the Office of Emergency Services web site at www.caloes.ca.gov.

Owner's insurance does not cover the loss of tenant's personal possessions or for any relocation expenses. Any losses would be the sole responsibility of the tenant. The tenant should consider purchasing their own insurance to cover these items. Owner does not need to provide any additional information concerning flood hazards to the property.

The following parties have reviewed the information about and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

By initialing below, you acknowledge and agree to the terms in Section 13.

X _____ X _____
Uri Merchav Meital Bendet

14. Insurance Facts for Tenant(s)

14.1 INSURANCE FACTS

This agreement is an addendum and part of the rental agreement dated 10/01/2019 between WFT CA APARTMENTS, LLC. , hereby known as "Owner/Agent" and Uri Merchav, Meital Bendet hereby known as "Tenant" for the Premises located at:

2720 COLLEGE AVENUE - APT. 02

BERKELEY, CA 94705

The purpose of this addendum is to inform you concerning insurance coverage so that you can protect yourself against loss. It is not an effort by the owner/agent to change responsibilities - that is done by the state legislature and the courts.

1. Generally, except under special circumstances, the OWNER IS NOT legally responsible for loss to the resident's personal property, possessions or personal liability, and the OWNER'S INSURANCE WILL NOT COVER such losses or damages.
2. If damages or injury to owner's property is caused by tenant's guest(s) or child (children), the owner's insurance company may have the right to attempt (under the "subrogation clause") to recover from the Tenant(s) payments made under owner's policy.
3. The following is a non-inclusive list of examples of possible misfortunes that except for special circumstances, you could be held legally responsible for:
 - You babysitter injures herself in your unit
 - Your defective electrical cord starts a fire, which causes damage to the building and your personal property and or the personal property of others.
 - a friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
 - While fixing your television set, a handyman hired by you is injured while he/she slips on the floor you have just waxed or cleaned.
 - Your locked car is broken into and your personal property is stolen (i.e. golf clubs, cell phone, lap top computer, clothing, etc.
 - A burglar breaks your front door lock and steals your valuables or personal property.
4. **Renters insurance can be purchased for a nominal fee through your online portal and is requirement of tenancy in our apartment community.** Please provide proof of insurance within two weeks of signing this addendum whether purchased through our insurance partner ROOST via your online portal or via your personal insurance agent.

*****YOU CAN NOW SIGN UP FOR RENTERS INSURANCE THROUGH YOUR APPFOLIO ONLINE PORTAL! *****

By signing below, the undersigned acknowledge and agree to the above addendum.

By initialing below, you acknowledge and agree to the terms in Section 14.

X _____ X _____
Uri Merchav Meital Bendet

15. Lead Warning Statement

15.1 DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlords must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

a) Presence of lead-based paint and/or lead-based paint hazards. Check (1) or (2) below:

1. _____ Known **lead-based paint** and/or lead-based paint hazards are present in the housing (explain): _____
2. ☒ Landlord has **no knowledge of** lead-based paint and/lead-based paint hazards **in the** housing.

b) Records and reports available to the Landlord. **Check (i) or (ii) below:**

1. _____ **Landlord has** provided the **Tenant** with all available records and reports pertaining to **lead-based** paint and/or lead-based paint hazards in the housing (list documents below):
2. ☒ **Landlord has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.**

Tenant's Acknowledgment:

(i) Tenant has received the pamphlet **"Protect Your Family From Lead in Your Home."**

Copy and paste this link into your web browser to read and review the Protect Your Family From Lead in Your Home pamphlet:

<https://www.cpsc.gov/Global/Safety%20Education/Furniture%20Furnishings%20Decorations/426ProtectYourFamilyFromLeadinYourHome.pdf>

By signing below, the undersigned acknowledge and agree to the above addendum and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

By initialing below, you acknowledge and agree to the terms in Section 15.

X _____ X _____
Uri Merchav Meital Bendet

16. Mold and Mildew Addendum

16.1 MOLD & MILDEW NOTIFICATION

THIS AGREEMENT made and entered into between WFT CA APARTMENTS, LLC. "Owner/Agent" and, Uri Merchav, Meital Bendet (collectively as "Resident"). Resident is renting from Owner/Agent the premises located at:
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

The terms of this Addendum are intended by the parties to be added to and incorporated into the rental/lease agreement between Resident(s) and Owner/Agent that currently governs the tenancy of Resident in the Premises.

Resident acknowledges as follows:

The purpose of this addendum is to provide information and guidelines regarding the potential for mold and mildew growth in and around the dwelling unit.

Due to high humidity and/or coastal conditions, dwellings in the region display an increased possibility of developing mold and mildew. Mold and mildew are found virtually everywhere in our environment (indoors, outdoors, and in both new and old structures), and cannot be eliminated. Also, there is conflicting scientific evidence as to the amount of mold and mildew that can lead to adverse health consequences. However, leading causes of indoor mold and mildew growth (such as excess moisture) can often be eliminated by undertaking appropriate precautions. Therefore, Resident agrees to all of the following statements, terms and conditions in entering into his/her Rental Agreement.

Acknowledgement of Risk: Resident acknowledges that mold and mildew risks exist and assumes responsibility for any personal injuries or property damage caused by mold or mildew.

Notice of Problems: Resident shall immediately notify Landlord of any moisture, standing water or water intrusion of any kind, or mold conditions in order to provide Landlord an opportunity to evaluate the conditions and/or to make recommendations regarding appropriate actions. Failure of the Resident to comply with this section may lead to termination of tenancy or liability for increased costs of repairs.

Resident Obligations: The Resident shall be solely responsible for properly ventilating the premises and exercising moisture control precautions, including, without limitation, performing the following obligations:

1. Ventilate the Premises and Maximize Air Circulation as Follows:

1. Cooking: Use the fan above the stove or open a window slightly.
2. Washing/Drying Clothes: Use a fan in the washing/drying area, or open a window slightly.
3. Bathing: Use bathroom fans while bathing, or open a window slightly. When done, hang towels and bathmats to permit air drying.
4. Open windows when the weather permits and humidity is below 50%
5. Do not place furniture against walls.
6. Open closet doors.
7. Do not leave windows open and/or unattended. Doing so poses a safety risk.

2. Avoid Unnecessary Creation of Moisture:

1. Do not keep an excessive number of house plants.
2. Avoid the use of fish tanks.
3. Do not cook for extended periods of time..
4. Do not wash or dry clothes for extended periods of time.

3. Regularly Clean the Premises:

1. Clean, vacuum and/or mop kitchens, bathrooms, carpets, floors, and all other portions of the premises on a regular basis so as to avoid the accumulation of dirt and debris.
2. Remove visible moisture accumulation from floors, walls, ceilings, windows and other surfaces as soon as possible.
3. Immediately clean up and dry any water that spills from any water source.
4. Utilize mold killing products whenever possible, provided they do not damage the premises.
5. Immediately remove any visible mold or mildew utilizing one cup bleach in one gallon of water. Wear gloves during cleanup, do not spread the mold, only work in adequately ventilated areas, and do not undertake such cleanup if the same is hazardous to your health, the premises, and/or any personal property or fixtures.
6. Regularly check and clean the window tracks and keep free of condensation.

4. Maintain Proper Temperatures:

1. Maintain indoor temperatures between 50 and 70 degrees.
2. If you must use a portable space heater indoors, only use electric space heaters.
3. Use a dehumidifier during humid months.

5. Immediately Notify Landlord of Problems If You Discover Any of The Following Problems:

1. Any evidence of a water leak, running toilets, or excessive moisture
 2. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
 3. Any failure or malfunction in the heating, ventilation, air conditioning, or laundry systems
 4. Any inoperable doors or windows.
 5. Any overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
 6. Any significant mold growth on surfaces inside the premises.
6. **Additional Precautions:** The foregoing list is not intended to be exhaustive. Instead, it is intended to provide minimum standards of compliance and examples as to the Resident's required conduct. Resident agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan. Resident agrees to use all reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior unit.
7. **Damages:** Resident understands and agrees that Resident shall be responsible for damages and injuries to persons and/or property resulting from Residents failure to perform any of the enumerated actions, and that such failures shall further constitute a material non-compliance with the rental agreement affecting health.
8. **Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises.**

Resident hereby acknowledges receipt of all state-required mold addenda.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

By initialing below, you acknowledge and agree to the terms in Section 16.

X _____ X _____
Uri Merchav Meital Bendet

17. Notice For Contract of Periodic Pest Control

17.1 NOTICE FOR CONTRACT OF PERIODIC PEST CONTROL

This agreement is an addendum and part of the rental agreement dated 10/01/2019 between WFT CA APARTMENTS, LLC. , hereby known as "Owner/Agent" and Uri Merchav, Meital Bendet hereby known as "Tenant/Resident" for the Premises located at:

2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

The terms of this Addendum are intended by the parties to be added to and incorporated into the rental/lease agreement between Resident(s) and Owner/Agent that currently governs the tenancy of Resident in the Premises.

Resident acknowledges as follows:

Owner/Agent hereby informs Resident that the Premises under which he/she is occupying may, from time to time, come under a contract for periodic pest control services with a pest control company. At such time, the actual notice provided by the pest control company pursuant to California Business and Professions Code Section 8538 shall be incorporated into this Addendum as well as the rental agreement between Owner/Agent and Resident. The notice from the pest control company shall indicate which pest(s) are being controlled, the pesticides used, the active ingredients in these pesticides, and shall include a warning regarding the toxic chemicals used and the frequency of the pest control treatment.

By signing below, Resident acknowledges that he/she has received, reviewed and understands the Notice of Contract for Periodic Pest Control Services required by California Civil Code Section 1940.8.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

By initialing below, you acknowledge and agree to the terms in Section 17.

X _____ X _____
Uri Merchav Meital Bendet

18. OPEN FLAME AND COOKING DEVICES ADDENDUM

18.1 OPEN FLAME AND COOKING DEVICES

This agreement is an addendum and part of the rental agreement dated 10/01/2019 between WFT CA APARTMENTS, LLC. , hereby known as "Owner/Agent" and Uri Merchav, Meital Bendet hereby known as "Tenant/Resident" for the Premises located at:

2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

The terms of this Addendum are intended by the parties to be added to and incorporated into the rental/lease agreement between Resident(s) and Owner/Agent that currently governs the tenancy of Resident in the Premises.

Resident acknowledges as follows:

The purpose of this addendum is to provide information and guidelines regarding the use and storage of open- flame cooking devices and grills.

In accordance with 2007 California Fire Code, Section 308.3.1 Open-Flame Cooking Devices

Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.
2. Where building, balconies and decks are protected by an automatic sprinkler system.

308.1.1 Liquefied-petroleum-gas-fueled Cooking Devices

LP-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds [nominal 1 pound (0.454 kg) LP- gas capacity] shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions: One- and two-family dwellings.

The tenants are responsible for any violation hereof, which shall be considered a material breach of the lease agreement. The restrictions contained hereunder are material obligations under the lease. For purposes of this section, any violations and/or fines received by the owner that have been assessed by the fire department shall be evidence that the resident has violated the foregoing restrictions. Any fines received from the fire department as a result of a violation of these codes will be the responsibility of the tenant.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

By initialing below, you acknowledge and agree to the terms in Section 18.

X _____ X _____
Uri Merchav Meital Bendet

19. PG&E Service Addendum

19.1 GAS & ELECTRIC SERVICE

This is an addendum made and entered into between WFT CA APARTMENTS, LLC. "Owner/Agent" and Uri Merchav, Meital Bendet "Resident" for the premises located at:
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

Pacific Gas & Electric Company no longer allows us to put the service in your name. It is the responsibility of the Resident to put the service in their own name. Resident has Three (3) days from the move in date to initiate service in their name or the service will be terminated.

PG&E's Phone number: 1-800-743-5000

By signing below, the undersigned acknowledge and agree to the above addendum.

By initialing below, you acknowledge and agree to the terms in Section 19.

X _____ X _____
Uri Merchav Meital Bendet

20. Plumbing Stoppage Addendum

20.1 DO NOT FLUSH IN TOILET OR DRAINS

This is an addendum made and entered into between WFT CA APARTMENTS, LLC. "Owner/Agent" and Uri Merchav, Meital Bendet "Resident" for the premises located at:
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

Tenant agrees not to flush items that have the ability to cause or contribute to plumbing stoppages, including the following items that have been found in previous plumbing stoppages:

- Paper towels
- Tissues
- Sanitary napkins
- Tampons
- Condoms
- Plastic wrappers
- Cigarettes
- Q-Tips
- Disposable Sanitary wipes

- Baby wipes
- Cleaning wipes
- Grease

Violation of any of the provisions in your Plumbing Stoppage addendum shall constitute a material default of the terms of the Lease Agreement and will be subject to the remedies and/or penalties concerning lease violations stated in the Lease Agreement. **Tenant is responsible for the payment of all charges resulting from a plumbing stoppage violation.**

By initialing below, you acknowledge and agree to the terms in Section 20.

X _____ X _____
Uri Merchav Meital Bendet

21. Resident Environmental Advisory Guidelines

21.1 RESIDENT ENVIRONMENTAL ADVISORY GUIDELINES

This agreement is an addendum and part of the rental agreement dated 10/01/2019 between WFT CA APARTMENTS, LLC. , hereby known as "Owner/Agent" and Uri Merchav, Meital Bendet hereby known as "Tenant/Resident" for the Premises located at:

2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

The terms of this Addendum are intended by the parties to be added to and incorporated into the rental/lease agreement between Resident(s) and Owner/Agent that currently governs the tenancy of Resident in the Premises.

Resident acknowledges as follows:

Resident Environmental Advisory Guidelines

Attention Resident(s): We are striving to do our part to make our planet more sustainable. We are asking you to help us, by following these guidelines to help make our community more earth friendly which will benefit us all.

Water Conservation:

- Report water leaks/drips to owner or management company immediately. o Report running toilets (or sound of water for no reason).
- Wash on full load when using washing machines/dishwasher.
- Limit use of garbage disposal by putting food waste into green bins (if available).
- Use garden hose with a spray nozzle and shutoff.
- Conserve water use as much as possible. Do not "run" water.
- Use a broom instead of a hose, when possible for sidewalks.

Energy Conservation:

- Turn off all unnecessary lights when a room is occupied and turn off lights when you leave a room.
- Change/replace incandescent lights with CFLs/LEDs when feasible.
- Plug electronic devices into a power strip and turn off the strip when not in use.
- Change filters on HVAC equipment if applicable.
- Clean and vacuum coils on the back or bottom of refrigerator regularly. o Set air conditioner/furnace to energy savings program/settings. Furnace setting should be 62 F for daytime and 55 F for evenings/sleep period. When available, turn furnace switch to off during warm weather .
- Dry on full load when using dryer.
- Turn hot water heater (if applicable) to vacation setting when away from premises for an extended period of time.
- Turn off air conditioner and use fans as much as possible.

Recycling/Composting:

- Use appropriate bins for recycling and composting. If you have questions, contact your property owner or property management company. Please consider how you can reuse an item or donate it.
- Purchase paper towels, toilet tissue, facial tissue and paper napkins with high recycled content.

Hazardous Waste Disposal:

- Call waste hauler for collection days for batteries and fluorescents. These products contain mercury and are harmful for the environment if not disposed of properly.

- Contact the Alameda County Household Hazardous Waste Program (stopwaste.org or 800-606-6606) or the San Joaquin County Household Hazardous Waste Facility (209-468-3066) for disposal of fluorescent lights, mercury containing devices, electronics, etc.

Indoor Air Quality:

- Purchase biodegradable and non-toxic cleaning products. Read labels carefully before buying to avoid harmful chemicals.
- Open window or turn on exhaust fan when taking a shower to help air circulate and prevent mold. o Fresh air is necessary even during cold winter months. Keep a window or some windows open a crack to provide fresh air to help remove water vapor and odors.
- By keeping your home clean, dry and well ventilated, it makes it more healthy and comfortable for you, and prevents unwelcome pests.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this Addendum.

By initialing below, you acknowledge and agree to the terms in Section 21.

X _____ X _____
Uri Merchav Meital Bendet

22. Satellite Dish Addendum

22.1 SATELLITE DISH ADDENDUM

This agreement is an addendum and part of the rental agreement dated 10/01/2019 between WFT CA APARTMENTS, LLC. , hereby known as "Owner/ Agent" and Uri Merchav, Meital Bendet hereby known as "Tenant" for the Premises located at:

**2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705**

- **The Lease covering the Premises provides that no satellite dishes are permitted on or about the Premises without Owner's written consent. Resident(s) are hereby permitted to have only the following described satellite dish subject to the terms and conditions of this Agreement:**
 - Additional Rules. Owner may from time to time, upon 21 day's written notice to the Resident(s) make reasonable changes or additions to the dish rules set forth.
- **Owner's Remedies for Violations**
 - **Dish Installation:** The satellite may in no way be attached to the building, railing, fascia, or roof of the apartment complex. We require that the dish only be installed on a post that has been set in a flower pot filled with quick set cement. No holes can be cut into the building for the purpose of running the satellite cables. All cables must fit under the patio door or windows on the apartment.
 - **Removal of Dish by Resident(s):** If, in Owner's sole judgment, any rule or provision of this Agreement is violated by Resident(s) or their guests, Resident(s) shall immediately and permanently remove the dish from the Premises upon 10 days' written notice from Owner.
 - **Removal of Dish by Owner:** If, in Owner's sole judgment, Resident(s) fails to maintain a low visibility of the dish or a large number of requests/complaints from other residents arise, Owner may remove the dish from the Premises.
 - **Cleaning and Repairs:** Resident(s) shall be jointly and severally liable for the entire amount of all damages caused by the satellite dish. If any item cannot be satisfactorily cleaned or repaired, Resident(s) must pay for complete replacement of such item.
 - **Injuries:** Resident(s) shall be strictly liable for the entire amount of any injury to any person or property caused by the installation of the satellite dish, and shall indemnify Owner for all costs of litigation and attorney's fees from same.

By signing below, the undersigned acknowledge and agree to the above addendum.

By initialing below, you acknowledge and agree to the terms in Section 22.

X _____ X _____
Uri Merchav Meital Bendet

23. Smoke Detector and Carbon Monoxide Addendum

23.1 SMOKE DETECTOR AND CARBON MONOXIDE ADDENDUM - BATTERY OPERATED

This is an addendum made and entered into between WFT CA APARTMENTS, LLC. "Owner/Agent" and Uri Merchav, Meital Bendet "Resident" for the premises located at
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

1. Smoke Detector and Carbon Monoxide Detectors: Resident acknowledges that as of this date, the Residence is equipped with smoke detectors and carbon monoxide detectors; that Resident has inspected the detector(s); it's operation explained by Owner/Agent, and that Resident find it/them to be in proper working condition.

2. RESIDENT AND OWNER ACKNOWLEDGE THAT SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR ARE BATTERY OPERATED.

3. Repair: Resident agrees that it is Resident's duty to regularly test at least once per week the smoke detector(s) and carbon monoxide detectors and agree to notify property manager immediately in writing of any problem, defect, malfunction or failure of the detector(s).

4. Maintenance:

- Resident agrees to replace the detector(s) battery, if any, at any time the existing battery becomes unserviceable.
- If after replacing the battery, the detector will not operate, Resident must inform management immediately in writing of any deficiencies.

5. Replacement: You agree to reimburse management, upon request, for the cost of a new smoke detector and/or carbon monoxide detector and the installation thereof in the event the existing detector(s) becomes damaged or goes missing by you or your guests or invitees.

6. In Accordance with California Law, Resident shall allow owner/agent access for the purpose of inspecting smoke and carbon monoxide detectors.

7. Disclaimer:

YOU ACKNOWLEDGE AND AGREE THAT OWNER OR AGENT IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER OR SUPPLIER OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE OPERATION MALFUNCTION OR FAILURE OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO , CONNECTED WITH, OR IN ANY WAY RELATED TO THE USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERVICING OR INSTALLATION OF SAID SMOKE AND CARBON MONOXIDE DETECTOR(S).

NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE HAVE BEEN MADE BY OWNER, IT'S AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE AND CARBON MONOXIDE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING SAID DETECTOR(S) INCLUDING EXPRESSED OR IMPLIED WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND/OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE DETECTOR(S); (3) THEFT OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE DETECTOR(S).

8. Entire Agreement: The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke and carbon monoxide detector(s) in the above referenced residence. Any agreement that in any way varies the terms of this Addendum shall be enforceable and completely void unless such agreement is in writing and signed by both parties.

9. Term: The term of the Addendum shall be the same term as lease, renewal or extension of rental agreement.

Acknowledgement: Resident acknowledges its has read this addendum and it places a duty upon Resident to regularly test the smoke and carbon monoxide detector(s) and report all malfunctions of the same to Lessor or agent in writing.

By initialing below, you acknowledge and agree to the terms in Section 23.

X _____ X _____
Uri Merchav Meital Bendet

24. No Smoking Addendum - Berkeley

24.1 SMOKING STRICTLY PROHIBITED

This is an addendum made and entered into between WFT CA APARTMENTS, LLC. "Owner/Agent" and Uri Merchav, Meital Bendet "Tenant" for the premises located at
2720 COLLEGE AVENUE - APT. 02
BERKELEY, CA 94705

Tenant and all members of Tenant's family or household are parties to a written lease with Landlord (the Lease). This smoking prohibition is a material term of the Lease/Rental Agreement, and breach of a material term by the Tenant may constitute "good cause" for eviction under the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance. (Berkeley Municipal Code Section 13.76.130.)

1. Purpose of No-Smoking Policy. The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building;

2. Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form **including e-cigarettes or "vaping" devices.**

3. Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in or within 20 feet of any common areas where people may congregate such as the stairwells, playgrounds, laundry rooms, and community room of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. Tenants who smoke outside this perimeter are responsible for picking up and properly disposing their cigarette butts.

4. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.

5. Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its lease. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

6. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement. Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke free addendum agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Addendum.

7. Effect of Breach and Right to Terminate Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Rules and the Lease. A material breach of this Addendum shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by the Landlord. Additionally, if Tenant should breach this Addendum, Tenant shall reimburse Landlord for any and all expenses incurred to restore the unit to a smoke free condition.

8. Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease and Rules.

9. Effects on Current Tenants. Tenant acknowledges that current tenants residing in the complex under a prior lease may not be immediately subject to the No Smoking Policy. As current tenants move out, or enter into new leases, the smoke-free policy will become effective for their new unit or new lease.

10. Medical Marijuana. This is a nonsmoking residence. No smoking, including medical marijuana, inside the home or on the premises is permitted.

11. Growing Marijuana. No recreational or medical marijuana may be grown or consumed on the Premises by the Tenant(s) or guest(s) without the express, prior, written consent of the Landlord.

http://www.ci.berkeley.ca.us/Health_Human_Services/Public_Health/Smoke_Free_MUH.aspx

By signing below, the undersigned acknowledge and agree to the above addendum.

By initialing below, you acknowledge and agree to the terms in Section 24.

X _____ X _____
Uri Merchav Meital Bendet



Notice of Tenant Protection Ordinance

In March 2017, the City Council adopted the Tenant Protection Ordinance, to prohibit illegal evictions through the use of fraudulent and/or misleading representations, intimidating conduct, and coercive conduct.

Among other things, the Tenant Protection Ordinance prohibits conduct that may coerce a tenant to vacate a rental unit involuntarily. The following is only a summary of the illegal conduct; for a complete list, you are advised to review the attached copy of the Tenant Protection Ordinance, or review Berkeley Municipal Code 13.79.060.

Landlords must not, in bad faith, engage in any of the following conduct:

- Lies, threats, or use of violence to induce a Tenant to move.
- Threats regarding immigration status.
- Disruption of services to the rental unit.
- Interference with the right of privacy, including inquiries about immigration status.
- Abuse of the right of access to the rental unit.
- Exploitation of disabilities or other traits of the Tenant.
- Failure to perform and complete repairs in a timely and professional manner.
- Threats not to perform repairs and maintenance.
- Failure to accept or acknowledge receipt of a Tenant's rent, or to promptly deposit the rent, or to refuse to provide a receipt.
- Violations of the Tenant Buyout Ordinance (B.M.C.13.79.050)
- Engagement of any Tenant in any form of human trafficking as a condition of that Tenant's continued occupancy of a Rental Unit.

Note: A tenant aggrieved by violations of the Tenant Protection Ordinance may bring a civil action in court against the landlord. Violators may be held liable for damages (including emotional distress, and an additional penalty of up to \$5,000 for each violation against any person who is disabled or age sixty-five or over), court costs, and attorney's fees. For violations related to repairs, Tenants must first provide fifteen days' notice of the violations (see B.M.C. 13.79.060.E.2).

The City, or the Rent Board at the City's behest, may also file a civil action to enforce the Tenant Protection Ordinance.

If you are experiencing any of the conduct detailed above, you may contact the Rent Board for more information, at (510) 981-7368 or rent@cityofberkeley.info.

This disclosure notice is required to be provided at the inception of any tenancy beginning after April 2017, and must be included with any eviction notice. Failure to include this notice is a defense to unlawful detainer (eviction).

WFT CA APARTMENTS, LLC.

WFT CA APARTMENTS, LLC • 480 3RD STREET • OAKLAND, CA 94607
(510) 625-2060



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Berkeley_Tenant_Protection_Ordinance_Notice.pdf

X _____ X _____
Uri Merchav Meital Bendet



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

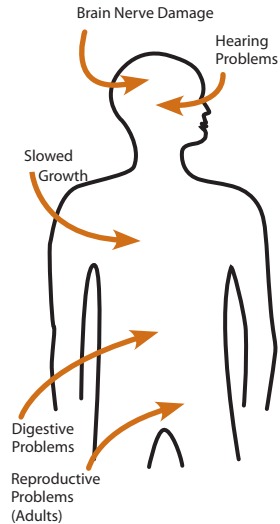
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

WFT CA APARTMENTS, LLC.

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(510) 625-2060



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Protect_Your_Family_From_Lead.pdf

X _____ X _____
Uri Merchav Meital Bendet

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(510) 625-2060



27. Sign and Accept

27.1 THIS LEASE HAS BEEN EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN

This Agreement contains automatic extension provision for a month-to-month tenancy. Tenant below agrees to rent the Premises on the above terms and conditions.

Signing on behalf of **Tenant/Lessee:** Uri Merchav, Meital Bendet

Signing on behalf of **Landlord/Lessor:**

Mr. DANIEL COHEN , Property Manager

WFT CA APARTMENTS, LLC.

2720 COLLEGE AVENUE
BERKELEY, CA 94705

X _____
Lessee Uri Merchav

Date Signed

X _____
Lessee Meital Bendet

Date Signed

X _____
Lessor

Date Signed