# ZEUS

## **Residential Tenancy Subletting Lease**

("Sublessee") and Zeus Living, Inc. ("Sublessor"), agree on this day of, ("Agreement Date") as follows:
1. INTRODUCTION: Sublessor hereby rents and grants Sublessee the exclusive right to rent the property known as: (the "Premises") upon the terms below. No other portion of the building (the "Building") where the Premises is located is included for lease unless expressly provided for in this Residentia Tenancy Subletting Agreement (the "Agreement").
Furniture: The Premises is provided furnished unfurnished.
Storage: Provided Not provided.
Parking: Provided Not provided.
2. TERM [FIXED]: The term of this rental shall begin on (the "Commencement Date") and end on (the "End Date"), at which time this Agreement shall terminate without further notice. The End Date may be extended only by prior written agreement between Sublessor and Sublessee. Sublessee acknowledges that the Premises may already be re-let to successor tenant and unavailable for any extension of the End Date. Check in is at 3:00pm on the Commencement Date and check out is promptly at 11:00am on the End Date.
2. TERM [FLEXIBLE]: The term of this rental shall begin on
(the "Commencement Date") and end on
[ADD TO TERM IF RMC/CHP]: Sublessee acknowledges that Sublessor will face costs, including but not limited to lost rent temporary housing fees, and moving expenses if Sublessee fails to vacate the Premises by 11:00 AM on [FIXED]End Date [FLEXIBLE] End Date or any date specified in a notice to vacate from Sublessor or Sublessee, whichever is later. Sublessee will reimburse Sublessor for all such costs, plus an additional flat fee of \$2500 ("Displacement Fee"). The Displacement Fee will help offset Sublessor's time and labor to coordinate any changes required to accommodate Sublessee's failure to vacate.
3. RENT: The initial monthly base rent for the Premises shall be US \$ All rent is due and payable in advance on the day of each month (the "Due Date") without offsets deductions, or credits. All rent shall be payable to Sublessor, or Sublessor's designated representative. Sublessee agrees to pay rent by personal check, cashier's check, credit card

- **4. LATE PAYMENTS:** Sublessee and Sublessor agree that Sublessor will sustain costs and damage as a result of any late payment of rent but that it will be impracticable or extremely difficult to fix the actual damage. Therefore, the following sum represents a reasonable and fair estimate by Sublessor and Sublessee of the actual damage that would be sustained. Sublessee agrees to pay a late charge equal to US \$90 for any payment of rent not received by Sublessor within five (5) calendar days of the Due Date. The provision for payment of a late charge does not constitute a grace period, and Sublessor may serve a *Three-Day Notice to Pay Rent or Quit* on the day after the Due Date. Sublessor and Sublessee agree that Sublessee paying rent late on three (3) separate occasions within any twelve (12) month period shall constitute habitual late payment of rent and may be considered a just cause for eviction. Payment of the late charge does not cure the late payment for purposes of establishing habitual late payment of rent. Payment or collection of a late fee, even if coupled with a rent remittance, shall not constitute a defense in an unlawful detainer action.
- 5. RETURNED CHECKS AND BANK TRANSFERS: Sublessee and Sublessor agree that Sublessor will sustain costs and damage as a result of a check or bank transfer which is not honored by the bank on which it is drawn, for any reason, but that it will be impracticable or extremely difficult to fix the actual damage. Therefore, the following sum represents a reasonable and fair estimate by Sublessor and Sublessee of the actual damage that would be sustained. Sublessee agrees to pay to Sublessor the additional sum of US \$25 as a reimbursement of the expenses incurred by Sublessor. A dishonored check or bank transfer shall constitute late payment of rent and shall be subject to the provisions of Paragraph 4 above regarding late payment, including but not limited to habitual late payment of rent. Such charges shall be immediately due and payable upon notice to Sublessee. Failure to immediately pay the charges shall constitute a default under the terms of this Agreement. Payment or collection of a charge for a dishonored check or bank transfer, even if coupled with a rent remittance, shall not constitute a defense in an unlawful detainer action. Regardless of cause, if any payment by check or bank transfer is not honored by the bank on which it is drawn, the dishonored rent payment and following month's rent payment must, upon Sublessor's request, be made with cash or cashier's check.
- **6. FAILURE TO PAY:** Pursuant to Civil Code Section 1785.26, Sublessee is hereby notified that a negative credit report reflecting on Sublessee's credit record may be submitted to a credit reporting agency if Sublessee fails to fulfill their obligations in Paragraphs 3, 4, and 5 above.
- 7. SECURITY DEPOSIT: Before the commencement of the term, Sublessee shall pay a security deposit of US \$ \_\_\_\_\_\_ (the "Security Deposit") for the purposes set forth in Civil Code Section 1950.5. No trust relationship between Sublessor and Sublessee is created because of the Security Deposit and Sublessor may commingle the Security Deposit with other funds of Sublessor. Sublessor may retain such amounts of the Security Deposit as allowed by law including, but not limited to, amounts required to remedy future defaults by Sublessee in any obligation under this Agreement to restore, replace, repair, clean or return personal property or appurtenances, exclusive of ordinary wear and tear. Sublessor shall, within the time period allotted by law, refund any balance after such deductions to Sublessee after Sublessee has vacated the Premises. Sublessee shall not be deemed to have vacated the Premises for purposes of this Paragraph until a) Sublessee returns to Sublessor all keys to the Premises, and b) Sublessee has surrendered the Premises to Sublessor free and empty of all persons claiming

any right to possess the Premises. Any balance of the Security Deposit and an accounting of any deductions therefrom will be mailed to Sublessee at the Premises unless Sublessee provides, in writing to Sublessor, a mailing address to which the balance, if any, of the Security Deposit and the accounting should be sent. Sublessor's check or other payment refunding any balance of the Security Deposit may be made in the name of any or all of the original Sublessees regardless of the party who in fact made the deposit and regardless of the identity of the persons then occupying the Premises. Sublessee may not apply the Security Deposit, or any portion thereof, to the last month's rent.

**7B: CLEANING FEE:** A fee of US \$\_\_\_\_\_ (the "Cleaning Fee") will be charged to Sublessee to bring the Premises, its furnishings, and supplies back to the state they were in before Sublessee checked in, exclusive of ordinary wear and tear. The Cleaning Fee is due and payable alongside first month's rent. If excessive cleaning is required, due to, but not limited to, excessive trash left at the Premises, organic waste not being disposed of, Sublessee's personal property left at the Premises, mold growth, or unhygienic conditions, Sublessor retains the right to deduct these damages and charges from the Security Deposit, above and beyond the amount of the Cleaning Fee.

### 8. UTILITIES:

Sublessee will be charged a flat fee of per month (the "Utilities Fee") on top of Rent to cover utilities.
OR
Sublessee shall pay for the following utilities provided to the Premises:
[PICK: Electricity, Gas, Water/Sewer, Trash, Internet, Cable TV]
Sublessor [Zeus Living, Inc.] shall pay for the following utilities provided to the Premises:
[PICK: Electricity, Gas, Water/Sewer, Trash, Internet, Cable TV]

Sublessor shall not pay for any other utilities, services and charges provided to the Premises except those listed directly above. For utilities required to be paid by Sublessee, Sublessor may keep all utilities in Sublessor's name and add additional charges to monthly rent to cover utilities. When adding these charges to monthly rent, upon Sublessee's request, Sublessor will provide digital or print copies of utilities bills kept in Sublessor's name to Sublessee. Sublessee agrees to only use such utilities, services and charges provided to the Premises which are reasonably necessary for the ordinary comfort and safety of Sublessee to reside in the Premises. Excessive use of such utilities, services and charges provided to the Premises shall constitute a material breach of this Agreement. For Gas or Electricity or Water/Sewer, when paid by Sublessor as set forth above, excessive use shall be defined as any usage or charges of more than \$200 a month of any one utility; if such excessive use occurs, Sublessee must reimburse Sublessor for any usage or charges above \$200 a month for that utility so as not to be in material breach of this Agreement. Sublessee may not charge any device, including vehicles, in Building common areas or in designated parking/storage spaces without Sublessor's express written consent.

Sublessee agrees to be bound by the terms and conditions of Sublessor's cable and high-speed Internet service provider(s), which may be modified from time to time. For example, the current customer agreement and acceptable use policies for Comcast Xfinity are available at: <a href="https://www.comcast.com/Corporate/Customers/Policies/Policies.html">https://www.comcast.com/Corporate/Customers/Policies/Policies.html</a>.

- **9. INTERRUPTION OF SERVICES:** Sublessor shall not be liable to Sublessee or to any other person for damages, nor shall Sublessor be in default under this Agreement, for any interruption or reduction of utilities or services caused by someone other than Sublessor, or by Sublessor due to circumstances beyond Sublessor's reasonable control.
- 10. SMOKING: Smoking of any substance is not permitted in the Premises or in any common area of the Building. Sublessee shall inform his or her guests or invitees of this smoking prohibition. Any breach of this provision by the Sublessee shall be deemed a material breach of the Agreement and may be just cause for eviction pursuant to applicable law. Sublessee shall promptly notify Sublessor in writing of any incident where smoke is migrating into the Premises from sources outside of the Premises. Sublessee is hereby informed that there may be rental units in the Building where smoking is permitted. Sublessor shall not be liable for any damages or injury to Sublessee's health or personal property, or any other person's health or personal property, occurring on the Premises or any part thereof, in connection with the use of tobacco or tobacco products by any other resident or occupant in the Building. Sublessee acknowledges that other residents in the Building may be permitted to smoke inside of their units and that Sublessor shall have no ability to prevent such smoking.
- 11. SMOKE AND CARBON MONOXIDE DETECTION DEVICES: The Premises is equipped with a functioning smoke detection device(s) and a functioning carbon monoxide detection device(s). If battery operated, Sublessee is responsible for changing the detector's battery as necessary. Sublessor shall have a right to enter the Premises to check and maintain the smoke detection device(s) and carbon monoxide detection device(s) as provided by law. It is expressly understood that Sublessee may not, at any time, disable or remove an installed smoke detection device or installed carbon monoxide detection device, and to do so shall be considered a material breach of this Agreement and will be a just cause for eviction pursuant to applicable law.
- 12. PETS: No pets are allowed in or about the Premises, even temporarily or with a visiting guest, except as allowed by law or by the express written consent of Sublessor. Sublessee is hereby informed that there may be rental units in the Building where animals are currently allowed or may be allowed in the future. Sublessor shall not be liable for any damages or injury to Sublessee's health or personal property, or any other person's health or personal property, occurring on the Premises or any part thereof in connection with the presence of animals in or around the Building. Whether or not pets are allowed by Sublessor under this Agreement, service animals shall be permitted as required or permitted by applicable law.
- 13. USE: The Premises shall be used as a permanent, full-time dwelling for residential purposes only and for no other reason. No retail, commercial, or professional use of the Premises shall be made, unless such use conforms to applicable zoning laws and the prior written consent of Sublessor is obtained in advance of such proposed use. As a condition for granting such permission, Sublessor may require that Sublessee obtain liability insurance for the benefit of Sublessor. Sublessees may not store or place any personal property outside of the Premises unless otherwise allowed by the terms herein and Sublessor has the right to remove or dispose of any such improperly placed items without notice.
- **14. OCCUPANCY:** Sublessee(s) and no others is the only "original occupant" who took possession of the Premises pursuant to this Agreement. "Original occupant" can only be the person, or persons, who took occupancy of the Premises at the inception of the tenancy. Sublessee may not have overnight guests on the Premises for more than fifteen (15) consecutive days or thirty (30) days in a calendar year, and no more than two (2) guests per bedroom at any one time. Persons staying overnight more than fifteen (15) consecutive days or more than thirty (30) days in any calendar year shall not be considered original occupants of the Premises. A person is not a guest if when he or she provides any consideration to Sublessee for the privilege of occupying the Premises or any portion thereof. Violation of the provisions of this Paragraph

shall be deemed a substantial and material breach of this Agreement and is agreed to be a just cause for eviction.

15. NO ASSIGNMENT OR SUBLETTING: Except as Sublessor is required to permit by law, Sublessee may not assign this Agreement or sublet the Premises or any portion of the Premises. This obligation of Sublessee is intended as a strict and absolute prohibition against subletting and assignment.

Sublessee Initial Here:
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- 16. SHORT-TERM RENTAL PROHIBITED: Sublessee is prohibited from offering all or part of the Premises for short-term rental, such as through AirBnB, VRBO, or other such sites or programs, regardless of any applicable law that may be or have been enacted. Any advertising or on-line postings as well as actual rentals of the Premises to vacation or short-term guests shall constitute a material breach of this Agreement and shall be a just cause for eviction pursuant to applicable law. Any person who is not a Sublessee, as defined herein, who occupies any portion of the Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is NOT a guest, and such occupancy constitutes unauthorized subletting or assignment which is a substantial and material breach of this Agreement and shall be a just cause for eviction pursuant to applicable law.
- **17. NUISANCE:** Sublessee shall not commit, nor permit to be committed, any waste or nuisance upon, in, or about the Premises, nor shall Sublessee create or permit a substantial interference with the comfort, safety, or enjoyment of Sublessor and/or other occupants of the Building or their guests or invitees and/or neighbors of the Building.
- **18. ENTRY AND INSPECTION:** Sublessor shall have the right to enter the Premises pursuant to applicable law. Sublessor shall give Sublessee reasonable notice of not less than twenty-four (24) hours of the intention of Sublessor/Sublessor's agent to enter the Premises. Sublessor/Sublessor's agent shall enter only during normal business hours, unless otherwise agreed by Sublessee. For purposes of this Paragraph, normal business hours shall be defined as 7:00 AM to 7:00 PM, every day of the week. Sublessee may not place any unreasonable restrictions upon such entry. If, however, Sublessor reasonably believes that an emergency exists (such as a fire or flood or criminal activity) which requires immediate entry, such entry may be made without prior notice to Sublessee. If Sublessee has, after written notice to cease, continued to deny Sublessor access to the Premises, as required by law, such failure is a substantial breach of this Agreement and is a just cause for eviction.
- **19. MAINTENANCE:** Sublessee shall, at Sublessee's expense, at all times maintain the Premises, furnishings and appliances, if any, in a clean and good condition and shall surrender the same upon termination of tenancy in the same condition as received (excepting normal wear and tear). Sublessee understands that Sublessee is responsible for the cost of repair of all damages in or about the Premises whether caused by Sublessee, Sublessee's Sublessees, Sublessee's guests, or Sublessee's invitees.

Except in an emergency, maintenance and repair requests must be made in writing and delivered to Sublessor or Sublessor's agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code Section 1954. Sublessee may not place any unreasonable restrictions upon such access or entry. The Premises shall be presumed to be in a safe and habitable condition unless and until Sublessee provides written notice to the contrary and said notice is received by Sublessor.

Plumbing: The cost of repairs or clearance of stoppages in waste pipes, drains, water pipes or plumbing fixtures caused by Sublessee's negligence or improper use are the responsibility of the

Sublessee. Sublessee shall reimburse Sublessor for the costs upon demand.

Sublessee acknowledges that the Premises and the Building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the Building or the Premises and may inconvenience Sublessee. Sublessee agrees that any such loss shall not constitute a reduction in housing services, severance of housing services, or otherwise warrant a reduction in rent.

Sublessee must communicate repair requests directly to Sublessor. Non-emergency repair requests from guests or sub-Sublessees shall not be processed; however, should Sublessor elect to process such repair or maintenance requests from persons other than Sublessee, that election shall not create a direct relationship between Sublessor and the third party.

- **20. ALTERATIONS:** Sublessee shall not remodel, renovate, paint, refinish floors, or otherwise alter the Premises, common areas, or any other parts of the Building. Sublessee shall not apply adhesive paper to any cabinets, walls, or doors; nor shall Sublessee hang any plants, planters or lighting fixtures from ceilings or walls; nor shall Sublessee tack, nail or glue any coverings to floors or walls without prior written consent of Sublessor. Sublessee shall not install or operate any washing machines, clothes dryers, portable dishwashers, deep-freeze units or other appliances, pianos, or outside antennae on the Premises without prior written consent of Sublessor. Upon termination of tenancy, Sublessor shall have the option, at Sublessor's sole discretion, to require Sublessee to restore the Premises to the original condition as received excepting normal wear and tear. All alterations, additions or improvements that Sublessor has not required Sublessee to remove shall become Sublessor's property and shall be surrendered to Sublessor upon the expiration or earlier termination of the Agreement.
- 21. LOCKS: Sublessee shall not change any lock, alarm, or place additional locking devices upon any door or window of the Premises without the prior written consent of Sublessor. In the event of such installation, Sublessee shall provide Sublessor with keys to such lock or device upon Sublessor's request. Any expense incurred by Sublessor as a result of Sublessee's action, such as changing of locks, or consignment of keys, shall be reimbursed by Sublessee upon demand. Once installed, an approved lock may not be removed even when the Premises is vacated. Keys to the Premises are the exclusive property of Sublessor. All keys must be returned to Sublessor when Sublessee vacates. Sublessee shall be charged for the cost of new locks and keys if all keys are not returned.

In the event that any keys to the Premises of the Building are lost or consigned, Sublessee shall be liable for the entire cost of all key and lock replacement, at the discretion of Sublessor, as required for the security of the Premises, the Building, and Building occupants, This may include the costs of re-keying the entire building if Sublessor, at Sublessor's sole discretion, deems such action is necessary.

- 22. FINES AND PENALTIES: Sublessee is responsible for any fines or other costs occasioned by violations of the law by Sublessee or Sublessee's guests on the Premises or Premises while Sublessee is in possession. Sublessee is also responsible for any fines or other costs occasioned by violations of any homeowners association's house rules or Covenants, Conditions, and Restrictions, levied upon the Premises or owner of the Premises or Sublessor due to actions of Sublessee or Sublessee's guests. If any such fines or costs are levied against Sublessor, Sublessee agrees to pay such fines or costs attributed to Sublessee's tenancy or the conduct of Sublessee, Sublessee's guests or others at the Premises upon receipt of an invoice from Sublessor. The obligation to pay fines and costs assessed against Sublessor may be in addition to any fines or penalties assessed directly against Sublessee.
- **23. UNLAWFUL ACTIVITY**: Sublessee and Sublessee's guests shall not engage nor facilitate in criminal activity, including drug-related criminal activity, on or near the 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 Substance Act (21 U.S.C. 802)). Sublessee and Sublessee's guests shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near the Premises. The failure to abide by this covenant shall constitute a material breach of this Agreement and is a just cause for eviction pursuant to applicable law. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

- **24. PHYSICAL POSSESSION**: If Sublessor is unable to deliver possession of the Premises at the Commencement Date, Sublessor shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Sublessee shall not be liable for any rent until possession is delivered.
- **25. DAMAGES TO PREMISES OR BUILDING:** If the Premises or Building is damaged by fire, flood, earthquake, or from any other cause so as to render either or both uninhabitable, the tenancy under this Agreement shall be automatically terminated, unless the damage is repaired and habitability is restored pursuant to the requirements of applicable law and within a time period mutually agreed to by the Sublessor and the Sublessee.
- **26. MOLD/MILDEW**: Sublessee agrees to maintain the Premises in a manner that prevents the occurrence and infestation of mold or mildew in the Premises, including the use of bathroom exhaust fans and/or opening windows as necessary to avoid moisture build-up. Sublessee agrees to uphold this responsibility in part by complying with the list of responsibilities in the addendum entitled, "Mold Notification." By signing this Agreement, Sublessee represents and agrees that Sublessor has provided Sublessee with such information, including, but not limited to the attached Addendum—"Mold Notification."
- 27. JOINT AND SEVERAL LIABILITY: Each person who signs this Agreement, whether or not said person is or remains in possession of the Premises, shall be jointly and severally responsible for the full performance of each and every obligation of this Agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises, regardless of whether such damages were caused by Sublessee's guests, or Sublessee's invitees. This joint and several liability applies for as long as any one of the Sublessees remains in possession.
- 28. HOLD HARMLESS: Sublessor shall not be liable for any damages or injury to Sublessee, or any other person, or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the intentional or unlawful act of Sublessor, Sublessor's agents, or Sublessor's employees. Sublessee shall indemnify, defend and hold Sublessor and Sublessor's agents harmless from all claims of loss or damage to property and of injury to or death of any person or persons caused by the intentional acts or negligence of Sublessee, Sublessee's guests, licensees, or invitees occurring in or about the Premises including other areas of the Building, adjacent sidewalks, streets, etc. Sublessee hereby expressly releases Sublessor and/or Sublessor's agents from any and all liability for loss or damage to Sublessee's property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Sublessor, Sublessor's employees, heirs, successors, assignees and/or agents.
- **29. INSURANCE:** Generally, except under special circumstances, SUBLESSOR IS NOT legally responsible for loss to the Sublessee's personal property, possessions or personal injury, and SUBLESSOR'S INSURANCE WILL NOT COVER such losses or damages. In addition, if damage to Sublessor's property or an injury is caused by Sublessee, Sublessee's guest(s), invitees or

child (children), Sublessor's insurance company may have the right to attempt to recover from Sublessee(s) payments made under Sublessor's policy.

Sublessee is required to maintain renter's insurance on a policy form commonly known as HO-4 throughout the duration of the tenancy that includes at a minimum: (1) Personal Liability coverage of at least US \$300,000.00 combined single limit per occurrence for Bodily Injury and Property Damage; (2) the Premises listed above must be listed on the policy as the "insured premises" of the Sublessee insured; (3) Sublessor is listed as a Certificate Holder and, if acceptable to the insurance company, as an additional insured; and (4) the carrier must provide thirty (30) days' notice of cancellation or non-renewal to Sublessor, except for non-payment of premium for which ten (10) days' notice shall be given.

Sublessee must provide proof of such insurance to Sublessor within thirty (30) days of the Commencement Date. In addition, Sublessee must provide to Sublessor proof of insurance on an annual basis. The failure to abide by this covenant shall constitute a material breach of this Agreement and may be a just cause for eviction pursuant to applicable law.

- **30. APPLICATION**: Any Rental Application or related form submitted by Sublessee is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material incurable breach of the Agreement and may be a just cause for eviction pursuant to applicable law.
- **31. NO WAIVER:** No failure of Sublessor to enforce any term of the Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Sublessor of any term of the Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of the Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of Sublessor to insist upon performance by Sublessee of all the provisions of the Agreement, or support a claim of detrimental reliance by Sublessee. Sublessor's acceptance of a partial payment of rent will not constitute a waiver of Sublessor's right to the full amount due, nor will Sublessor's acceptance of rent paid late ever constitute a waiver of Sublessor's right to evict Sublessee for habitual late payment of rent. **This covenant of the Agreement cannot be waived by Sublessor.**
- **32. NO RELIEF FROM FORFEITURE:** Sublessor and Sublessee stipulate that for purposes of Code of Civil Procedure Section 1179, that as a condition for granting relief from forfeiture, Sublessee shall pay all back rent, Sublessor's attorneys' fees and costs, and any other damages sustained by Sublessor, as a condition for relief from forfeiture. Such payments must be made within five (5) days after entry of any order granting relief from forfeiture.
- 33. TERMINATION [FIXED]: This Agreement is for a fixed lease term. This Agreement serves as at least thirty (30) day written notice from Sublessor to Sublessee that Sublessor wishes to terminate the tenancy on the End Date. This Agreement also serves as at least thirty (30) day written notice from Sublessee to Sublessor that Sublessee wishes to terminate the tenancy on the End Date. Sublessee must vacate the Premises on or before the End Date. Upon termination, Sublessee shall completely vacate the Premises and any parking or storage areas; give written notice of Sublessee's forwarding address; and deliver all keys, furnishings, if any, and the Premises to Sublessor in the same condition as received excepting normal wear and tear. It is agreed by the parties to this Agreement that delivery of possession shall be deemed to occur when Sublessee delivers the keys to the Premises to Sublessor or Sublessor's agent during normal business hours as stated in this Agreement. Any attempt by Sublessee to terminate the Agreement prior to the end of the original term shall be deemed to be a breach of the Agreement, and Sublessor shall be entitled to recover all damages occasioned thereby, including leasing commissions, advertising expenses, utilities maintained to show the Premises, and all unpaid rent through the term of the lease.

33. TERMINATION [FLEXIBLE]: If Sublessee intends to vacate at the end of the original term of this Agreement, or for any other reason after the original term of this Agreement, Sublessee must give Sublessor at least thirty (30) days prior, written notice of Sublessee's intention to terminate the tenancy and vacate the Premises. Upon termination, Sublessee shall completely vacate the Premises and any parking or storage areas; give written notice of Sublessee's forwarding address; and deliver all keys, furnishings, if any, and the Premises to Sublessor in the same condition as received excepting normal wear and tear. Rent shall be due and payable through the end of the notice period or the date Sublessee vacates, whichever comes later. Sublessee may rescind said notice within five (5) calendar days after it is served on Sublessor without incurring liability to any person. Such rescission must be in writing, and delivered to Sublessor. Thereafter, if Sublessee fails to vacate the Premises on or before the date set forth in Sublessee's notice, Sublessee shall be liable for any costs incurred by Sublessor or any third parties who relied upon Sublessee's notice terminating the tenancy, and failure to vacate as agreed is a substantial violation of the terms of the tenancy and may be a just cause for eviction pursuant to applicable law. Sublessee further agrees to defend, protect, indemnify and hold Sublessor harmless from any and all damages, lost rents, costs, expenses, losses, claims and liabilities, including attorney's fees, arising in any way out of Sublessee's failure to comply with the provisions of Sublessee's notice. Sublessee's failure to pay any such sums within twenty (20) days after demand shall be deemed a material breach of the Agreement. It is agreed by the parties to this Agreement that delivery of possession shall be deemed to occur when Sublessee delivers the keys to the Premises to Sublessor or Sublessor's agent during normal business hours as stated in this Agreement. Any attempt by Sublessee to terminate the Agreement prior to the end of the original term shall be deemed to be a breach of the Agreement, and Sublessor shall be entitled to recover all damages occasioned thereby, including leasing commissions, advertising expenses, utilities maintained to show the Premises, and all unpaid rent through the term of the lease. After the expiration of the original term of this Agreement, Sublessor may terminate the tenancy, in accordance with applicable law, by giving Sublessee at least thirty (30) days prior, written notice of Sublessor's intention to terminate the tenancy.

### 34. REQUIRED NOTICES:

- **A. Hazardous Material Disclosure**: Pursuant to the regulations of Proposition 65, enacted by the voters of California, Sublessor hereby makes the following required disclosure: "Warning The Premises contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."
- **B. Megan's Law Notice**: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <a href="www.meganslaw.ca.gov">www.meganslaw.ca.gov</a>. 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 Sublessor nor Agent are required to check this website. If Sublessee wants further information, Sublessee should obtain information directly from this website.)
- **C. Waterbeds:** Waterbeds and/or liquid-filled furniture are prohibited in accordance with Civil Code Section 1940.5. If the Premises is located in a structure for which the original Certificate of Occupancy was issued after January 1, 1973, then such furniture may be permitted only upon written consent of Sublessor, and upon the completion of a Waterbed Agreement, which shall become part of this Agreement.
- **D. Lead Disclosure**: Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that Sublessee receive certain information before renting pre-1978 housing. By signing this Agreement, Sublessee represents and agrees that Sublessor has provided Sublessee with such information, including, but not limited to the

EPA booklet entitled, "Protect Your Family From Lead In Your Home."

- **E. Asbestos:** The Premises and Building may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: N/A (Copies of available reports, if any, are attached hereto for your reference and information.) Damaging or disturbing the surface of asbestos-containing materials (ACMs) may increase the risk of exposure. Therefore, Sublessee and Sublessee's guests, contractors, or invitees shall not allow any action which may, in any way, disturb ACMs or any part of the Premises that may contain asbestos or ACMs. Sublessee shall notify Sublessor immediately if Sublessee knows or suspects that an ACM has been disturbed or if Sublessee becomes aware of any ACM that is showing signs of deterioration.
- **F. 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 for 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 for 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 include:
- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, 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 more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association. Sublessee shall report any potential bed bug infestation promptly to Sublessor at the contact information provided on the signature page of this Agreement.

- **G. Abandoned Personal Property:** Local state law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.
- **H. Rent Increases:** California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

### 35. MISCELLANEOUS:

- **A. Headings:** All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- **B. Force Majeure:** Any delays in the performance of any obligation of either party under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of either party, and any time periods required for performance shall be extended accordingly.
- **C.** Applicable law and partial invalidity: The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of California. The invalidity or partial invalidity of any provision, or portion of an provision, of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Sublessee of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Notwithstanding any other provision of the Agreement, each and every expressed term and condition is deemed material by the parties.
- **D. Notice:** If it shall become necessary for Sublessee or Sublessor to give notice of any kind, notice shall be written and served by sending such notice by first class regular mail, nationally recognized overnight courier, same day courier service or email to the address indicated herein.
- **36. COMPLETE AGREEMENT:** Time is of the essence of this Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties.
- **37. EXECUTION OF COUNTERPARTS:** This Agreement and any amendments thereto may be executed in any number of counterparts, each of which will constitute a complete original of this Agreement, which may be introduced in evidence or used for any other purpose without the production of any other counterparts. Execution and delivery of this Agreement and any amendments thereto by facsimile or other electronic means (including by .PDF) shall be sufficient for all purposes and shall be binding on any person and party who so executes.

# Sublessor: Print: \_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_ Sublessor Phone: 415-849-4662 Sublessor Email: hello@zeusliving.com Sublessor Mailing Address: 888 Marin St. Unit B, San Francisco, CA, 94124 Sublessee: Print: \_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_

Sublessee Phone:

Sublessee Email:



### Addendum - Mold Notification

It is Sublessor's goal to maintain the highest quality living environment for Sublessee. Therefore, know that the Sublessor's agent ("Agent") has inspected the Premises prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination.

Sublessee is hereby notified that mold, however, can grow if the Premises and furnishings are not properly maintained or ventilated. If moisture is allowed to accumulate in the Premises, it can cause mildew and mold to grow. It is important that Sublessee regularly allow air to circulate in the Premises. It is also important that Sublessee keep the interior of the Premises clean and that they promptly notify the Sublessor/Agent of any leaks, moisture problems, and/or mold growth.

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

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