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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

04/07/2026
Clerk of the Court
BY: AUSTIN LAM
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12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN FRANCISCO**

15 SAN FRANCISCO TENANTS UNION,
ADRIAN PHUA, WILLIAM SOLIS, and
16 ELANA DIESTEL,

17 Plaintiffs,

18 v.

19 SMARTRENT TECHNOLOGIES, INC.,
EQUITY RESIDENTIAL, a real estate
investment trust, ERP OPERATING LIMITED
20 PARTNERSHIP, a partnership, EQUITY
RESIDENTIAL MANAGEMENT LLC,
21 EQUITY-TASMAN APARTMENTS LLC,
ARCHSTONE DAGGETT PLACE LLC,
22 ARCHSTONE SOUTH MARKET LP, EQR-
TERRACES LIMITED PARTNERSHIP, and
23 DOES 1 through 15,

24 Defendants.

CASE NO. CGC-25-631212

**DECLARATION OF MELISSA
GARDNER IN SUPPORT OF
OPPOSITIONS TO SMARTRENT AND
EQUITY MOTIONS TO COMPEL
ARBITRATION AND STAY
PROCEEDINGS**

Action Filed: December 4, 2025
Trial Date: None

DATE: April 29, 2026
TIME: 9:00 a.m.
DEPT.: 302

1 I, Melissa Gardner, hereby declare and state as follows:

2 1. I am a partner at Lief Cabraser Heimann & Bernstein LLP and one of the counsel
3 representing Plaintiffs in this action. I am licensed to practice law in the State of California. I have
4 personal knowledge of the following and could and would competently testify thereto.

5 **I. Equity Residential Lease Agreements**

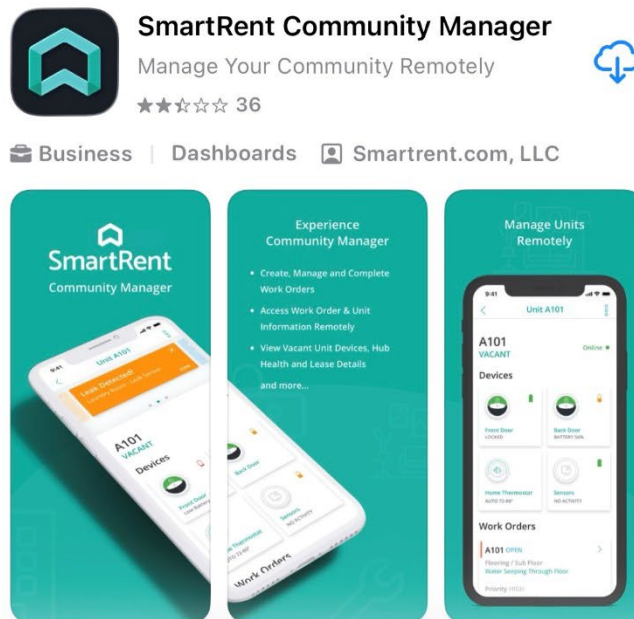
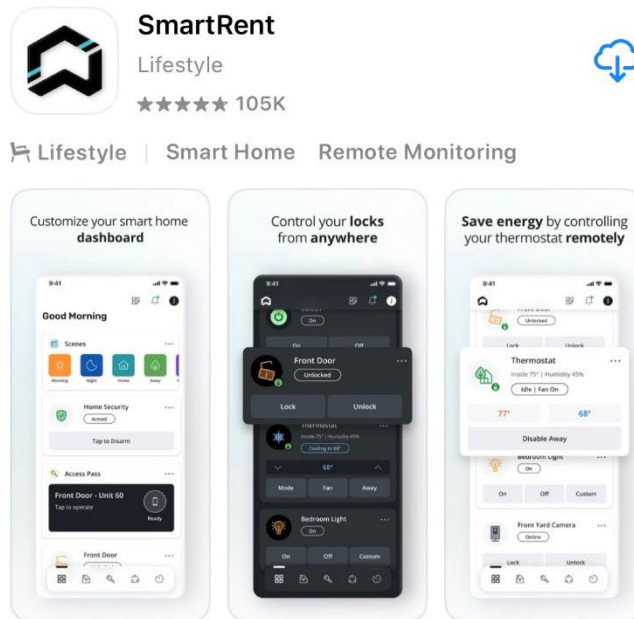
6 2. Attached as **Exhibit A** is a true and correct copy of a document entitled “Residential
7 Lease – Term Sheet,” which was in the possession of Plaintiff William Solis, specifying a
8 commencement date of February 15, 2022 and an expiration date of February 14, 2023. This copy of
9 the document has been annotated with consecutive page numbers at the bottom of each page in the
10 format Solis-1 to facilitate navigation.

11 3. Attached as **Exhibit B** is a true and correct copy of a document entitled “Residential
12 Lease – Term Sheet,” which was in the possession of Plaintiff Adrian Phua, specifying a
13 commencement date of August 14, 2024 and an expiration date of August 18, 2025. This copy of the
14 document has been annotated with consecutive page numbers at the bottom of each page in the
15 format Phua-1 to facilitate navigation.

16 4. Attached as **Exhibit C** is a true and correct copy of a document entitled “Residential
17 Lease – Term Sheet,” which was in the possession of Plaintiff Elena Diestel, specifying a
18 commencement date of June 11, 2024 and an expiration date of June 16, 2025. This copy of the
19 document has been annotated with consecutive page numbers at the bottom of each page in the
20 format Diestel-1 to facilitate navigation.

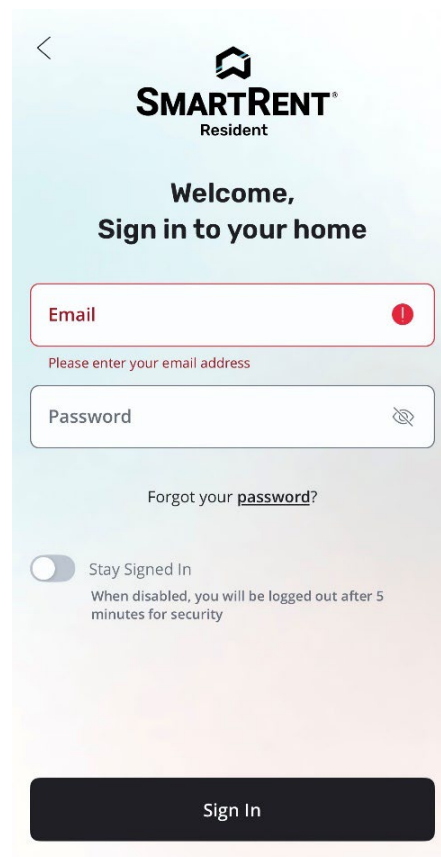
21 **II. SmartRent Account Registration**

22 5. On April 6, 2026, by searching the Apple App Store for the term “SmartRent,” I
23 located two versions of a SmartRent application which had logos consistent with the screenshots that
24 SmartRent submitted as Exhibits 1-3 to the Declaration of Matt Lorey in Support of Defendant
25 SmartRent Technologies, Inc.’s Motion to Compel Arbitration and Stay Proceedings. These were
26 entitled “SmartRent” and “SmartRent Community Manager.” The search results appeared as
27 indicated in the screenshot below:
28

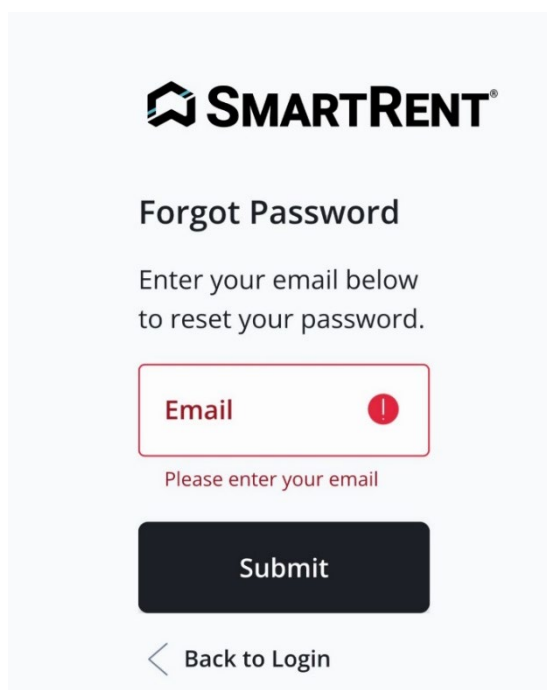


6. I downloaded the “SmartRent” app depicted in the first part of the image above to my mobile phone and was presented with the following interface, which requires an email address to proceed further. I was unable to proceed further without providing a pre-registered email address. There was no opportunity to register a new account.

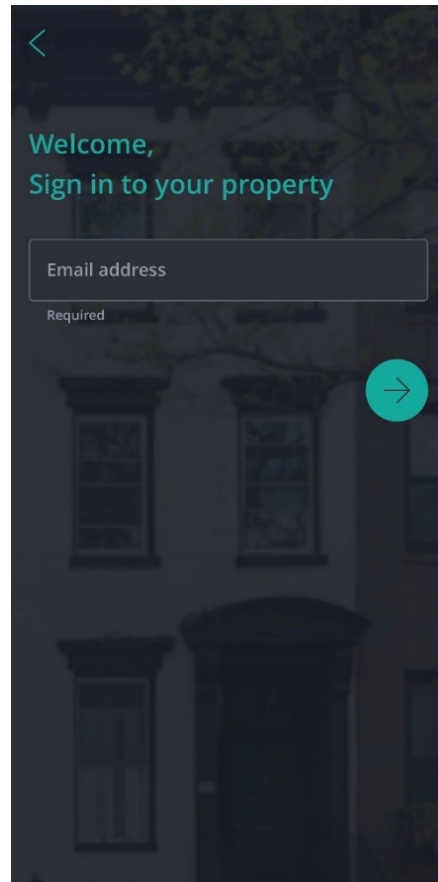
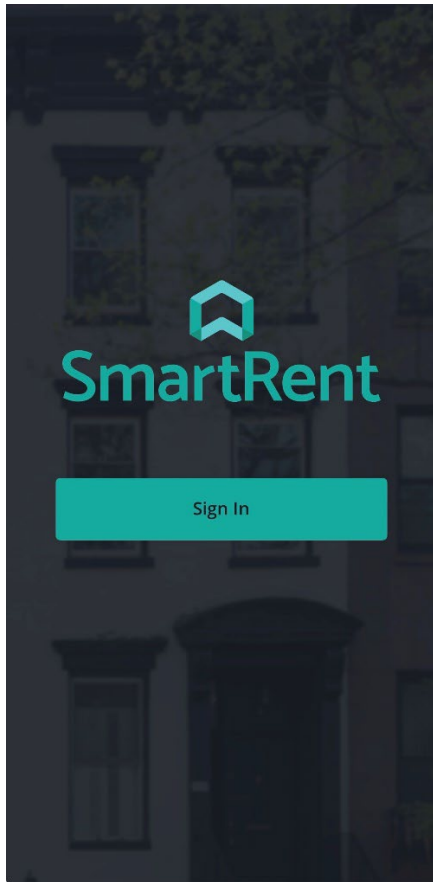
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7. Clicking the word “password” did not present an opportunity to register a new account.



1 8. I downloaded the “SmartRent Community Manager” app shown in the lower half of
2 the search results depicted above and was presented with the following interface, which requires an
3 email address to proceed further. I was unable to proceed further without providing a pre-registered
4 email address. There was no opportunity to register a new account.



20 9. Attached hereto as **Exhibit D** is a true and correct copy of a document that appears to
21 be a Help Page offered by SmartRent, which is available at the URL [https://intercom.help/public-](https://intercom.help/public-b34acd/en/articles/10770464-how-do-i-sign-up-for-smartrent)
22 [b34acd/en/articles/10770464-how-do-i-sign-up-for-smartrent](https://intercom.help/public-b34acd/en/articles/10770464-how-do-i-sign-up-for-smartrent) (last accessed April 6, 2026). It states
23 that “Residents are not able to add themselves to SmartRent.”

24 10. Based on the above, it does not appear to be possible to access or use any SmartRent
25 mobile application unless one’s email address is already registered for an account, and it does not
26 appear to be possible to register for such an account independently.

1 11. Attached hereto as **Exhibit E** is a true and correct copy of two emails that Plaintiff
2 William Solis received from the email address support@smartrent.com, both dated April 12, 2023 at
3 3:08 p.m. Pacific Time. The green underlined term “Privacy Policy” on page 1 of Exhibit E was
4 hyperlinked to the URL pasted in footnote 1 below.¹ The green underlined term “Privacy Policy” on
5 page 2 of Exhibit E was hyperlinked to the URL pasted in footnote 2 below.² As of April 6, 2026,
6 both URLs redirect to a webpage hosting the August 30, 2024 operative version of SmartRent’s
7 Privacy Policy, rather than a document that could have been available in April 2023. No text within
8 this email is hyperlinked to any webpage hosting any version of SmartRent’s Terms of Service.

9 12. Attached hereto as **Exhibit F** is a true and correct copy of two emails that Plaintiff
10 Adrian Phua received from the email address support@smartrent.com, both dated June 18, 2024 at
11 10:40 a.m. Pacific Time. The green underlined term “Privacy Policy” in the emails were hyperlinked
12 to “urldefense.com” URLs similar to those described in footnotes 1 and 2. As of April 6, 2026, both
13 URLs redirect to a webpage hosting the August 30, 2024 operative version of SmartRent’s Privacy
14 Policy, rather than a document that could have been available in June 2024. No text within the emails
15 is hyperlinked to any webpage hosting any version of SmartRent’s Terms of Service.

16 **III. The SmartRent.com, Inc. Party to April 2023 Terms of Service**

17 13. On April 6, 2026, I visited the Arizona Secretary of State website, the California
18 Secretary of State website, and the Delaware Secretary of State website,

19 (<https://arizonabusinesscenter.azcc.gov/businesssearch>;

20
21 ¹ [https://urldefense.com/v3/_https://u5914355.ct.sendgrid.net/ls/click?upn=E4xNpvUZexC-2BcrNZ3KQ-2FT9E1Unc8HjKkxkNO4C-2F7ZPbkNgr-2BnvY8ZQD7Y0eVGTCAYtUi_ycFUGOmj-2BzZRMCTo5aRQsc-2BI9wFlJxpxs-2FcKxtmh96My1CiUshCtilUT5MqSR-2BPNX-2F2Tz7ppUIVoaBhTD3-2BkVLpUnYtmmy8GoFPZ9pK9-2FHu24GRR1AehVgXyjPP0FEI3Z6ItyPODwAZIYIUsKRyptqEf0fJpx9Pk1RdTtOITgbc0bfToSdsiOXbi1FHQaC6-2FhfTWFP6-2Ffhjs0p0o-2Frhgw-3D-3D_!!KtCfuD9hmw!pJYy95Mn1DM_6dKdWuupV9dJyRnMF7WkZ2IReL4cTDiyX6_geHPvIN7Mr1WsL6I6TLsX6pXTmEbdWtrO_rw\\$](https://urldefense.com/v3/_https://u5914355.ct.sendgrid.net/ls/click?upn=E4xNpvUZexC-2BcrNZ3KQ-2FT9E1Unc8HjKkxkNO4C-2F7ZPbkNgr-2BnvY8ZQD7Y0eVGTCAYtUi_ycFUGOmj-2BzZRMCTo5aRQsc-2BI9wFlJxpxs-2FcKxtmh96My1CiUshCtilUT5MqSR-2BPNX-2F2Tz7ppUIVoaBhTD3-2BkVLpUnYtmmy8GoFPZ9pK9-2FHu24GRR1AehVgXyjPP0FEI3Z6ItyPODwAZIYIUsKRyptqEf0fJpx9Pk1RdTtOITgbc0bfToSdsiOXbi1FHQaC6-2FhfTWFP6-2Ffhjs0p0o-2Frhgw-3D-3D_!!KtCfuD9hmw!pJYy95Mn1DM_6dKdWuupV9dJyRnMF7WkZ2IReL4cTDiyX6_geHPvIN7Mr1WsL6I6TLsX6pXTmEbdWtrO_rw$)

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25 ² [https://urldefense.com/v3/_https://u5914355.ct.sendgrid.net/ls/click?upn=E4xNpvUZexC-2BcrNZ3KQ-2FT9E1Unc8HjKkxkNO4C-2F7ZPbkNgr-2BnvY8ZQD7Y0eVGTCABFqO_ycFUGOmj-2BzZRMCTo5aRQsc-2BI9wFlJxpxs-2FcKxtmh96NPtK2b-2Bvuz3SqEigk9Ba-2BemUpZRdJPIbomzU0QwhMS62-2B-2BggRkuoPXnFO-2BxE7X4pJosCsosV5FA1UsY-2BDUnR24O7wBEpLixKP5EkYF3HFquuuuKvvRGHNw0yQK1u7QZgzRfbrHV1VMIHwRBRiWCC7mQTy3ABnbQzZ3rfTG-2BWyuPw-3D-3D_!!KtCfuD9hmw!pJYy95Mn1DM_6dKdWuupV9dJyRnMF7WkZ2IReL4cTDiyX6_geHPvIN7Mr1WsL6I6TLsX6pXTmEbdO3e7K2Q\\$](https://urldefense.com/v3/_https://u5914355.ct.sendgrid.net/ls/click?upn=E4xNpvUZexC-2BcrNZ3KQ-2FT9E1Unc8HjKkxkNO4C-2F7ZPbkNgr-2BnvY8ZQD7Y0eVGTCABFqO_ycFUGOmj-2BzZRMCTo5aRQsc-2BI9wFlJxpxs-2FcKxtmh96NPtK2b-2Bvuz3SqEigk9Ba-2BemUpZRdJPIbomzU0QwhMS62-2B-2BggRkuoPXnFO-2BxE7X4pJosCsosV5FA1UsY-2BDUnR24O7wBEpLixKP5EkYF3HFquuuuKvvRGHNw0yQK1u7QZgzRfbrHV1VMIHwRBRiWCC7mQTy3ABnbQzZ3rfTG-2BWyuPw-3D-3D_!!KtCfuD9hmw!pJYy95Mn1DM_6dKdWuupV9dJyRnMF7WkZ2IReL4cTDiyX6_geHPvIN7Mr1WsL6I6TLsX6pXTmEbdO3e7K2Q$)

1 <https://bizfileonline.sos.ca.gov/search/business;>

2 <https://icis.corp.delaware.gov/ecorp/entitysearch/namesearch.aspx>), and conducted a search for any
3 business entity named “THE SMARTRENT.COM, INC.” There were no matching search results.

4 Government records associated with Defendant SmartRent Technologies, Inc. attached hereto as

5 **Exhibit G** indicate that Defendant has never been registered as The SmartRent.com, Inc., and has not
6 been registered as “Smartrent.com, Inc.” (without “The”) since at least two years prior to 2023.

7 **IV. Exhibits 9, 11, and 12 to the Lorey Declaration – SmartRent Terms of Service**

8 14. Attached hereto as **Exhibit 9**, **Exhibit 11**, and **Exhibit 12**, respectively, are copies of
9 the documents submitted as Exhibits 9, 11, and 12 to the Declaration of Matt Lorey in Support of
10 Defendant SmartRent Technologies, Inc.’s Motion to Compel Arbitration and Stay Proceedings.

11 These copies are true and correct duplicates of the documents previously filed as Exhibits 9, 11, and
12 12 to the Lorey Declaration except that, to facilitate navigation, the text has been processed to render
13 it searchable and consecutive page numbers have been added in the format “Lorey 9-, 11-, and 12-,”
14 corresponding to the Exhibit number.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct.

17 Executed on April 7, 2026 at San Francisco, California.

18 
19 _____
20 Melissa Gardner

EXHIBIT A

RESIDENTIAL LEASE – TERM SHEET

Lessor: Equity Residential Management, L.L.C.,
as agent for the Owner

Community: Potrero 1010

Premises: N-231

Address: 1010 16th St

San Francisco, CA, 94107
(415) 872-8103

Premises Address: 1010 16th St 231
San Francisco, CA, 94107

Residents: William Solis
Eric Bendix

Guarantor:

Occupants:

LEASE TERM

Commencement Date: 02/15/2022

Expiration Date: 02/14/2023

Renters' Liability Insurance Required: Yes

Lease Term Expiration: You must provide us with a written notice of your intent to vacate at least 30 days prior to your move-out date. If you fail to give the required notice, and you move-out anyway, the Lease term will be automatically extended for an additional month after you vacate the Premises and you will be obligated to pay insufficient notice rent to fulfill your notice obligation at the rental rate that is in effect on your move-out date.

Total Deposits Required: \$ 600.00

Total Monthly Charges : \$ 4138.00

(includes all monthly recurring charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount
Monthly Apartment Rent	3788.00				
Monthly Reserved Parking	350.00				

Assigned Item Description

Handicap

Concessions: Monthly Recurring Concession: \$ 350.00 /per month. Total Amount of One-Time/ Non-Recurring Concession: \$ 0.00 . Total Amount of Other Recurring Concessions: \$ 0.00 . The Total Monthly Rent shown above will be adjusted by these lease concession amounts. If this Lease is terminated early, you may be required to pay us a portion of your concession as set forth in the Lease Concession paragraph of the Terms and Conditions.

Total Other Fees and Charges: \$0.00

(includes all charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount

	Type	Breed	Weight	License/Tag
Approved Pets				

For additional information regarding our pet policy, please refer to the Resident Handbook and Community Policies.

Resident Account Number:29911-N-231-7

LESSOR PAYS UNCHECKED UTILITIES / RESIDENT PAYS CHECKED UTILITIES

- Electricity: Direct billed by the provider. You pay the provider
- Gas/Heating Oil:
- Water: Allocated based on square footage & number of occupants. You will receive a bill from our billing vendor.
- Sewer: Allocated based on square footage & number of occupants. You will receive a bill from our billing vendor.
- Central Boiler: Allocated based on square footage & number of occupants. You will receive a bill from our billing vendor.
- Cable: Direct billed by the provider. You pay the provider
- Garbage Removal: Allocated equally among all occupied apartments. You will receive a bill from our billing vendor.
- Internet: Direct billed by the provider. You pay the provider
- Pest: Allocated equally among all occupied apartments. You will receive a bill from our billing vendor.

Late Fees: Your rent is due on the 1st of each month. If we do not receive your rent and other recurring charges, in person before the close of business, or electronically by 11:59 pm local time, on day 4, you will be charged a late fee as follows:

5% on the 5th - minimum of \$50

Returned Item Fees: If your payment fails to clear the bank for any reason, you will be charged a returned item fee of \$ 25.00 per item.

Additional Lease Addenda	
Residential Lease - Terms and Conditions	Environmental Disclosure Addendum
Utilities Addendum	Proposition 65 Warning Addendum
Construction Addendum	
Condominium Addendum and Amendment	
Location Disclosure Addendum	
Klaus Parking Addendum	
Smoke-Free Lease Addendum	
Info on Mold & Moisture for Renters in CA Addendum	
Fall Prevention Addendum	
Pet Animal Agreement	

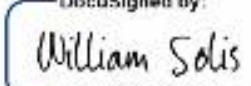
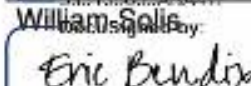
By signing this Term Sheet, you acknowledge that each of the Additional Lease Addenda are attached to this term Sheet and are therefore made a part of the Lease. You further acknowledge that you have read and that you agree to all of the provisions set forth in this Term Sheet and the Additional Lease Addenda.

You also acknowledge that you have received, or will receive, (separate from this Lease) a copy of the Resident Handbook and Community Policies and a copy of the Condition of Premises Inspection Form. You acknowledge and agree that the provisions contained in these two documents are incorporated into this Lease and that you will abide by the policies and procedures set forth in these documents.

You specifically acknowledge that this Lease contains provisions extending the Lease Term if you stay beyond the Expiration Date set forth on the first page of this Term Sheet or if you fail to provide timely written notice of your intent to vacate the Premises at least 30 days prior to the Expiration Date.

READ THIS TERM SHEET BEFORE SIGNING

Residents (ALL Residents must sign and date):

DocuSigned by:
 1/10/2022 Date _____ Date _____ Date _____
 William Solis
 DocuSigned by:
 1/11/2022 Date _____ Date _____ Date _____
 Eric Bendix
 _____ Date _____ Date _____ Date _____

**Lessor: Equity Residential Management, L.L.C.,
 as agent for the Owner**

By:  01/06/2022
 It's: Authorized Representative Date

Resident Account Number: 29911-N-231-7

RESIDENTIAL LEASE – TERMS AND CONDITIONS (California)

These Terms and Conditions are attached to and incorporated by reference into the Residential Lease - Term Sheet signed by Resident ("you" or "your") and Lessor ("us" or "we") with respect to your rental of the Premises identified on the Term Sheet. The Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, make up the Lease. The party executing this Lease as the Lessor is Equity Residential Management, L.L.C., which is acting as the managing agent for the owner of the Community. Each person living in the Premises that is 18 years of age or older must sign the Lease as a resident. All others living in the Premises must be designated as occupants. Each person signing the Lease is jointly and severally liable for all of the various resident obligations under the Lease. That means that every individual resident, including all co-residents, is responsible for the entire rental amount and other obligations, even if, as roommates, you have made arrangements among yourselves to allocate the rent or other payments among yourselves.

1. Lease Term/Month-to-Month Tenancy: The term of this Lease is set forth in the Lease Term section of the Term Sheet.

If you remain in the Premises after your Lease end date and have not signed a renewal lease with us, this Lease will automatically renew on a month-to-month basis. If the Lease becomes month-to-month, then, effective the day after your lease term ends, your Monthly Apartment Rent for the month-to-month term will be \$4924.00. Once you become a month-to-month tenant, we reserve the right to further increase your month-to-month rental rate upon 30 days notice to you. If the proposed increase at that time, when combined with any other increases during the previous 12 months, is more than 10% of the Total Monthly Rent charged during the immediately preceding 12 month period, we will provide you with 90 days notice of such increase, if required by law. If you fail to provide us with the notice required in the Notice to Vacate/Early Termination paragraph below, and you move out anyway, the Lease term will be automatically extended for an additional month after you vacate the Premises and you will be obligated to pay insufficient notice rent to fulfill your notice obligation.

2. Notice to Vacate/Early Termination:

a. If you plan to move out of the Premises at any time during your Lease term, including the expiration date of your Lease, you must provide us with a written notice of your intent to vacate at least 30 days prior to your move-out date. Once you are in a month-to-month status, you must give 30 days' written notice prior to your move-out date. If we elect to terminate your month-to-month tenancy, we must provide you a 60 day notice to vacate. If you submit your notice to vacate and fail to move out on or before the notice date you provide to us, you will be considered to be a holdover resident and will be responsible for any damages caused by your failure to vacate the Premises, including alternate housing costs for other residents who were planning to move into the Premises but were prevented from doing so by your failure to vacate. If you fail to give the required notice at the end of your Lease term and move out anyway, the Lease will be extended, pursuant to the Lease Term/Month-to-Month Tenancy paragraph above, and you will be charged insufficient notice rent for the month following your Lease end date. The insufficient notice rent shall be charged at the rental rate that is in effect on your move-out date. If you move out without providing any notice at all, then, for the purposes of this paragraph, your move-out date will be considered to be your notice date. You acknowledge and understand that the purpose of this notice requirement is to provide us with adequate time to re-rent the Premises without interruption.

b. With certain exceptions that may be allowed by applicable law, you have no right to terminate your Lease prior to the end of your Lease term. If you terminate your tenancy early, you will be in default under the Lease, and you will be responsible for paying early termination rent at the rental rate that is in effect on your move-out date until the earlier of (i) the end of your Lease term; or (ii) the date a new resident moves into the Premises. If your apartment is re-rented prior to the expiration of your lease term and the new resident's monthly apartment rent is less than your monthly apartment rent, then, for the remainder of your lease term, you will also be responsible for the difference between your monthly apartment rent and the new resident's monthly apartment rent.

c. If you move out within the last 30 days of your Lease term, you will remain responsible for the balance of your rent through the expiration date of your Lease.

d. In all cases where you are charged early termination rent or insufficient notice rent, if a new resident moves into the Premises during the charge period, we will issue a credit to you for the number of days that the new resident was in possession of the Premises.

3. Move-Out Obligations: When you move out, you must remove all of your personal belongings and leave the Premises in substantially the same clean, undamaged, and ready-to-rent condition as existed when you took occupancy of the Premises, less ordinary wear and tear. You will be charged for replacement of any damaged or missing items, as well as all costs to clean or repair any portion of the Premises, carpeting, flooring, wall coverings, paint, counters, trim, window treatments, doors, windows, or appliances which are damaged, dirty, or unsanitary, and the removal of all trash and personal property from the Premises. Cleaning and repair of damage due to smoking of any kind or any damages or stains caused by pets, are not considered ordinary wear and tear. In order to avoid being charged for cleaning carpets in the Premises after you move out, you must have the carpets professionally cleaned, as documented by a receipt you provide to us. Having your carpets professionally cleaned, however, will not avoid liability for damage or permanent stains. You agree to return all keys, access cards and remotes to us to confirm you have vacated the Premises. If you fail to return these items, you agree that your move-out date will be the date we physically take possession of the premises.

4. Rent: You agree to pay the amount shown in the Total Monthly Charges section of the Term Sheet in advance and without demand, on or before the first day of each calendar month. The management office is open Monday through Friday (excluding holidays) between the hours of 10:00 a.m. and 5:00 p.m. The management office is also open for extended hours from time to time. Such extended office hours, if applicable, are posted outside the management office. All rent and other charges are subject to an enforcement action if not paid in a timely manner. All rent and other charges must be paid in U.S. dollars and we reserve the right to require that payments be made in one lump sum, even if there are multiple residents listed on the Lease. We strongly encourage residents to use on-line or electronic payment methods. Unless prohibited by law, we may elect to centralize the collection sites for non-electronic payments and/or require that all payments be made electronically. If we do so, we will notify you in writing of the requirement, and, in the case of centralized collections, the address to which you should send your payments, as well as the effective date for such change. If we designate an off-site receivables location, you agree that all rent and other payments directed to that location must be postmarked on or before the due date. We do not accept cash, third party personal checks, or checks without a preprinted name and address of the account holder. If you pay by personal check, you are authorizing us to scan the check and convert it into a one-time electronic debit from the bank account against which the check was written. Unless prohibited by law, we reserve the right to refuse payments by personal check, automatic debit or other form of electronic payment if, for example, you have submitted previous checks or other payments to us that have failed to clear the bank. We are not required to re-deposit a dishonored check. If we serve a "three day" notice to pay rent and other charges or surrender possession of the Premises, any payment tendered following the service of such notice must be in the form of a cashier's check or money order.

5. **Late Charges and Returned Item Fees:** You acknowledge that if we do not receive your rent or other charges on time, we will incur costs, the exact dollar amount of which is difficult or impracticable to determine. Such costs may include, among other things, lost use of funds, bank or other charges, costs incurred in connection with accounting for and attempting to collect late payments; collection expenses; and other administrative and accounting costs. As a result, if we do not receive your rent and other charges when due, we will assess late fees as described in the Late Fees section of the Term Sheet. Similarly, if any payment to us (electronic or otherwise) is returned or otherwise rejected by your financial institution for any reason, we will assess a returned item fee as described in the Returned Item Fees section of the Term Sheet, as well as all applicable late fees. The fees described in this paragraph are in addition to any other remedies we may have in the event of your default under the terms of this Lease. You agree that the late fee is a fair and reasonable estimate of actual expenses we may incur as a result of your failure to pay rent and other charges when due.

6. **Application and Acceptance of Payments:** Unless you notify us otherwise by written notation on your check or other form of payment, we will apply all of the payments you make to us in the order of priority we determine. We reserve the right to accept any amount less than the balance due at any given time and, if we do accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue you for the outstanding balance or possession of the Premises.

7. **Security Deposit:** Upon signing this Lease, you have agreed to give us deposits as set forth in the Total Deposits section of the Term Sheet. With the exception of any last month's rent that may be paid in advance, if allowed at the community, these Total Deposits are not prepaid rent, but, rather are a good faith deposit for your fulfillment of your Lease obligations, as well as a contingency against damages to the Premises. You will not receive interest on these Total Deposits unless we are otherwise required by law to pay interest to you. For example, in Berkeley and San Francisco, we will pay interest consistent with the requirements of local law. With the exception of any last month's rent that you may have paid in advance, you are not entitled to apply any part of your Total Deposits against rent or other charges during the time you are occupying the Premises. Consistent with the requirements of state law, after you move out, we will inspect the condition of the Premises, charge any damages beyond ordinary wear and tear, excessive cleaning or trash removal charges, the costs to repair, replace or restore personal property, and any outstanding balances you owe us against your Total Deposits, deduct your last month's rent, if paid in advance, and if any balance of the Total Deposits remains after applying all such charges, we will refund it to you. If the move-out charges and/or other unpaid amounts remaining on your resident account at the time you move out exceed the amount of the Total Deposits, you agree to pay us the difference. We reserve the right to charge pre-judgment interest on any balance owing after you move out. Such interest will begin to accrue when the balance, if any, shown on the Statement of Deposit Account we issue to you is not paid within 30 days following the date set forth on the Statement of Deposit Account. The interest charged on the outstanding balance will not exceed the rate of 18% per annum or the highest rate allowed by law, whichever is less, and will be reflected on the Statement of Deposit Account that will be issued to you after you move out. Within a reasonable time after receipt of either party's notice of intent to terminate this Lease, we will notify you of your option to request an initial inspection of the Premises. Upon your request, we will, not more than two weeks prior to the end of the Lease term, conduct an initial inspection of the Premises, provide you with an itemized statement specifying the repairs or cleaning proposed to be the basis of any potential deduction from the Total Deposits, and allow you an opportunity to remedy the identified deficiencies. Consistent with California law, you may also have the opportunity to receive your Statement of Deposit Account electronically via email and, upon providing an account number to us, to select to have your refund, if any, directly deposited into the bank account of the selected co-resident. If there are multiple co-residents on this Lease, you agree that, at the time you provide notice to move out, you will (i) provide a forwarding address to us for receipt of the Statement of Deposit Account; and (ii) select one co-resident, who resides at the forwarding address, to receive the refund of any Total Deposits paid. If you fail to provide us with a forwarding address and co-resident designation, we will, within the timeframe required by state law, (i) make the refund check payable to all residents listed in the Lease, and (ii) mail the refund check to the address provided or, if no forwarding address is provided, we will mail the refund check to the Premises address for forwarding by the U.S. Postal Service.

8. **One-time Fees:** If you have paid other fees and charges as set forth in the Total Other Fees and Charges section of the Term Sheet, you acknowledge and understand that such other fees and charges are not refundable, are not considered to be a security deposit or part of the Total Deposits, and will not be applied as a credit toward any amounts owed by you at the time you move out.

9. **Lease Concessions:** If you received a Lease concession, you must fulfill all of your obligations under this Lease for the entire Lease term. If this Lease is terminated early, you must repay a prorata portion of the total Lease concessions you received based on the number of days remaining in your Lease term after you move out. Any concession that is designated on the Term Sheet as a one-time or upfront concession must be applied first toward your rent and other charges during the first full calendar month of the initial term and to consecutive months thereafter until the balance of the concession credit reaches zero. If the concession shown on the Term Sheet is designated as a recurring concession and the Lease is terminated early, the early termination rent that will be charged after you move-out will not include the deduction for the recurring concession.

10. **Employees of Lessor:** If you are an employee of Lessor or a co-resident living with an employee of Lessor, you acknowledge and agree that the rent concession identified on the Term Sheet may or may not be provided to the employee as a condition of employment. If the requirement to live in the Premises is not a condition of employment and the value of the rent discount exceeds 20% of the monthly rent, the amount that is in excess of 20% will be included in your taxable income and you will be required to pay all applicable taxes on that amount. During any time that you are on leave of absence from your employment, if you are responsible for taxes on your rent discount, you must remit the tax amount that is generally withheld from your paycheck to the Lessor during the month in which the concession is granted. If you fail to do so, after notice to you, Lessor reserves the right to eliminate that portion of the concession in excess of 20% of the monthly rent. You also agree to pay your rent and other charges electronically each month via one of the following: (i) the one-time payment option on the resident portal; or (ii) Automatic Debit Authorization; or (iii) other electronic payment process implemented by Lessor. If you do not have a checking account, you may pay by money order or cashier's check given directly to the Community's management office. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis and you are specifically prohibited from advertising and leasing the Premises through such sites as Airbnb, craigslist, Expedia, Hotels.com, or any other similar locator sites. If you breach the Lease for any reason, we may, in addition to our right to pursue remedies under the Lease for breach of Lease, terminate the rent concession and require you to pay the Monthly Apartment Rent set forth on the Term Sheet, along with other charges, without the employee concession. If the employee's employment is terminated for any reason, your tenancy will terminate on the seventh day following the last day of employment. Unless we enter into a new Lease with you or consent in writing to allow you to remain in the Premises for a specified period of time, which is in our sole discretion, you agree to vacate the Premises by this date. We have no obligation to enter into a new lease with you or to allow you to remain in the Premises beyond this timeframe. If we mutually agree to continue your residency, you must sign a new lease at a rate that is compliant with then-current pricing guidelines for non-employees and you must also make all deposits customarily collected from other residents at the Community, prior to the expiration of your tenancy (seven days). If you continue to occupy the Premises beyond the seven day period or the agreed upon vacate date, whichever is applicable, without having signed a new lease and paying all deposits, you will be considered a "holdover" resident, as defined in this Lease and will be subject to the terms and conditions relating to such holding over. Unless you have signed a new lease, no holding over by you or payments of money by you to Lessor shall be construed to extend the Lease term or prevent us from recovering possession of the Premises. You understand and agree that the obligations identified in the Arbitration Policy and Agreement to submit certain types of employment-related disputes to binding arbitration, do not apply to any dispute related to your tenancy or this Lease.

11. Failure to Pay Deposits, Other Fees and Charges and First Month's Rent: If you fail to pay any deposits, other fees and charges and the first month's rent (or a prorated amount if the first month is a partial month) prior to moving in, you will be in default under the Lease and we can refuse to give you possession of the Premises until you pay such amounts.

12. Delay in Delivery of Possession: You are responsible for paying rent and other charges effective with the Commencement Date shown in the Lease Term section of the Term Sheet. If we are unable to give you possession of the Premises on the Commencement Date, we will abate the rent until we are able to do so. You agree that you will not seek reimbursement from us for any cost incurred by the delay of possession, including, but not limited to, storage or temporary lodging. Subject to applicable law, if we fail to deliver the Premises to you within 30 days from the date promised, either you or we may terminate the Lease by providing written notice to the other. Requirements for us to make repairs or clean the Premises that do not affect your ability to occupy them will not constitute a delay or entitle you to a rent abatement. If we are unable to deliver the Premises but offer you comparable accommodations at no additional cost, you will not be entitled to a rent abatement.

13. Rental Application and Resident Information Updates: You have provided certain information in your Application for Rental that we have relied on in connection with renting the Premises to you. You agree to promptly notify us if any of the information you provided changes. If any of the information you provided to us on your Application or in any subsequent updates is materially false, incomplete or misleading, or if you fail to notify us of any change or if you fail to update your information, you will be in default of your obligations under this Lease and this will be a non-curable breach of this Lease.

14. Disclosure of Information: To the extent permitted by applicable law, we may provide information about you, your co-residents, or any of your occupants to third parties such as law enforcement personnel, future landlords, mortgagees, attorneys, collection agencies, and consumer reporting agencies for law-enforcement, governmental, credit, rent payment history, or other business purposes. If we provide such information to third parties at your request, we reserve the right to charge an administrative fee for doing so. If you and your co-residents have a guarantor, we may, without notifying you, provide information to the guarantor.

15. Utilities and Utility Cost Adjustments During the Lease Term: You are responsible for paying for all of the utilities identified on the Term Sheet that are checked, and any utilities that we have not specifically agreed to pay. In some cases, the utility service will be provided to you by the utility company and you will pay the utility company directly. In other cases, your utility bill may be calculated based on a submeter reading, an allocation method, or a flat fee (as more fully described in the Utilities Addendum attached to this Lease), in which case you will receive a bill for such utilities from our billing vendor and you will either pay us directly or send your payments to our billing vendor. The Utilities section of the Term Sheet identifies which utility bills are to be billed by and paid directly to the utility company and which utility bills are to be billed by our billing vendor and either paid to us directly or, in some cases, sent to our billing vendor. In all cases, your failure to pay the utilities in full when due shall be considered a default under the Lease. You will not allow utilities that are in your name to be disconnected for non-payment or any other reason. If you do not connect the utilities as of your Lease start date or, if you disconnect the utilities early before moving out, and the utilities remain in our name during such timeframes, we will bill you for the utility charges incurred for the days you were in possession of or living in the Premises, along with an administrative fee of \$50.00 for each utility bill we process on your behalf. You acknowledge that if the utilities remain in our name, we will incur costs, the exact dollar amount of which is difficult or impracticable to determine. Such costs may include, among other things, lost use of funds, bank or other charges, costs incurred in connection with paying, accounting for and attempting to collect utility payments; collection expenses; and other administrative and accounting costs. Because many utilities have long billing cycles, we may not have the actual utility bill in hand at the time we process your move out charges. In that circumstance, we reserve the right to estimate the utility charges for you based on typical or average consumption. We make no representation or warranty with respect to the amount of any estimated or actual utility costs associated with the provision of utility services to the Premises or the Community. To the extent we make a request of you in connection with any analysis of overall utility consumption at the Community, you authorize us, as your agent, to request and receive copies of your utility billing records directly from the utility provider. You acknowledge that we cannot be held responsible for any outages, interruptions or fluctuations in utility service that are provided to the Premises, and that you have no right to claim constructive eviction or to receive any offset or reduction of rent or diminished rental value of the Premises as a result of any such outages, interruptions, or fluctuations.

16. Right to Enter: We have the right to enter the Premises as allowed by applicable law, as follows: (i) in case of emergency; (ii) to make necessary or agreed upon repairs, decorations, alterations, improvements or renovations to the Premises, apartments adjacent to the Premises or the building in which the Premises is located; (iii) to supply necessary or agreed upon services; (iv) to test smoke or carbon monoxide detectors; (v) to show the Premises to prospective or actual purchasers, mortgagees, residents, workmen, or contractors; (vi) to make an inspection when you have abandoned or surrendered the Premises; or (vii) pursuant to court order. We will notify you prior to entering unless: (i) entry is due to an emergency, surrender or abandonment of the Premises, or (ii) you and we have agreed orally to allow us entry in order to make agreed repairs or supply agreed services within one week following the oral agreement, or (iii) you are present and consent to our entry at the time of entry, or (iv) to exhibit the Premises to prospective or actual purchasers of the Community, provided that we have notified you in writing that the Community is for sale and that you may be contacted to allow for an inspection. If you submit a service request to us, such request for service will constitute your permission for us to enter the Premises to do the requested work.

17. Right to Exclude: We reserve the right to exclude from the Community you and any of your occupants or guests who violate this Lease, any of the Community's policies, or the law. We also reserve the right to exclude anyone who disturbs other residents or our employees and agents, as well as anyone we reasonably believe represents a potential threat to other residents or to our employees and agents. We may also exclude from the Community any person who refuses to show photo identification to us or to identify himself or herself as a resident, occupant or guest. We may deny you or any person access to the Premises, including by changing the locks, if any court or legal order restrains or bars you or such person from the Premises.

18. Liens or Sales by Lessor: This Lease is subject and subordinate to all present or future ground or underlying leases, loans, mortgages, deeds to secure debt or deeds of trust affecting the Premises and the Community which we or any subsequent owner of the Community may enter into. You hereby appoint us as attorney-in-fact to execute and deliver any and all necessary documents to evidence such subordination of the Lease. Foreclosure of any mortgage or any sale of the Community will not constitute a constructive eviction and, in the event of any such action, you will continue to pay your rent and other charges and perform your obligations under this Lease. Upon any foreclosure or sale, provided that we have given you notice of the name and address of the new owner, we will be released from all obligations under this Lease that accrue after the date of the foreclosure or sale and you will look solely to the then-current owner for the performance of Lessor's duties hereunder, including the return of any security deposits.

19. Criminal Activity: You agree that neither you, nor any of your occupants or guests will (i) engage in any criminal activity of any kind, including, without limitation, drug related criminal activity, prostitution or criminal street gang activity, on or near the Community, (ii) engage in any act intended to facilitate such criminal activity, (iii) use or permit the Premises to be used for, or to facilitate, any criminal activity, or (iv) engage in any acts of violence or intimidation or any threats of violence, verbal or otherwise, including, but not limited to, the discharge or brandishing of firearms or other weapons, on or near the Community or otherwise. For purposes of this section, "drug related criminal activity" includes, but is not limited to, the use of or the manufacture, sale, distribution, dispensation or possession with intent to manufacture, sell distribute, or dispense, marijuana or any other Controlled or Counterfeit Substance, as defined in the Controlled Substances Act (21 U.S.C. 802), as amended from time to time. One or more violations of the provisions of this paragraph will be considered a breach of the Lease and good cause for the immediate termination of your tenancy and your eviction from the Premises.

Unless otherwise provided by law, proof of a violation of this paragraph shall not require criminal conviction, but may be based on our reasonable suspicion and a preponderance of the evidence. In addition, if you or any of your occupants have engaged in any criminal activity during the Lease term or otherwise, we may take action to terminate the Lease and pursue eviction-related remedies.

20. Use and Occupancy: The Premises are to be occupied and used solely as a private residence. Therefore, conducting any kind of business in the Premises, or anywhere in the Community, is prohibited. However, a lawful business conducted "at home" by computer, mail or telephone is permissible if customers, clients, patients or other business associates do not come to the Premises for business purposes. Notwithstanding the above, you may operate a family day care in the Premises for children so long as: (i) day care is properly licensed by the State of California; and (ii) you provide us with at least 30 days' notice of your intent to operate a family day care in the Premises; and (iii) you otherwise comply with applicable law. If you elect to operate a family day care in the Premises, we may increase the Total Deposits that you are required to pay. Any such increase in the Total Deposit amount will be subject to requirements imposed by state law. We may also ask to be named as an additional insured under your insurance policy. The number of people living in the Premises is subject to applicable local occupancy standards. Only those residents and occupants identified on the Term Sheet, and, subject to the Community's occupancy standards, children born or adopted during the Lease term, may occupy the Premises without our prior written consent. If someone stays with you for more than 15 days (consecutive or otherwise) in any one month, we will consider such person to be an unauthorized occupant and, in order to allow such person to continue residing in the Premises, we must consent. If the person is age 18 or older, we may require him/her to complete an Application for Rental and pay an application fee. If we consent to such person's occupancy in the Premises, we also require that such person, unless he/she is a full-time student residing with a parent or guardian, be named on the Lease as a resident. You acknowledge that we may require that any additional co-residents be screened through our credit and criminal screening process. You understand, however, that some individuals, guests, occupants, etc., who stay at the Community may not have gone through this process. All co-residents who are added as residents to the Lease are accepting the Premises in as-is condition and are agreeing to be jointly and severally liable for the condition of the Premises. You are responsible for your conduct, as well as the conduct of your occupants and guests. You, your occupants and all guests will: (i) show due consideration for neighbors and not interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of the Community by us, other residents and occupants and any of their guests, agents or invitees; (ii) not engage in abusive, threatening or harassing conduct, including, but not limited to racist conduct, toward us, our employees, agents or representatives, or other residents, occupants or guests at the Community; (iii) you will not unreasonably interfere with our management of the Community; (iv) exercise reasonable care in the use of the Premises and maintain the Premises in a clean, safe and undamaged condition, ordinary wear and tear excepted; (v) comply with all of the policies and procedures contained in the Resident Handbook and Community Policies we delivered to you via My.EquityApartments.com or otherwise; and (vi) comply with federal, state and local laws, regulations, statutes and ordinances which are applicable to the Premises and your tenancy. We reserve the right to be the sole judge of acceptable conduct and to determine the appropriate action necessary to deal with unacceptable conduct, including, but not limited to taking action to terminate your tenancy and to pursue eviction-related remedies. If you elect to have a water bed or other water-filled furniture in the Premises, you must notify us and, notwithstanding the provisions of the Security Deposit paragraph above, we may increase the Total Deposits in an amount not exceeding one-half of the Monthly Apartment Rent shown on the Term Sheet. We may also require you to maintain additional insurance.

21. Restrictions on Assignment and Subletting/Prohibition Against Short-Term Rentals:

a. You may not assign this Lease or sublet the Premises without our prior written consent. If we do consent to any assignment or sublease, you will remain fully responsible and liable for the payment of the rent and other charges throughout the remainder of the Lease term.

b. The Premises are not to be used or occupied as a hotel or for any other transient use. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis (for a period of time less than 30 days), or for any short-term occupancy that may be governed by or prohibited by state or local laws, including, but not limited to, those applicable to transient housing, code violations or hotel taxes, unless you receive consent from us. Unless you are given permission by us, you are specifically prohibited from advertising the Premises for rental on sites such as Airbnb, craigslist, Expedia, Hotels.com or any other similar locator sites, regardless of whether the purpose of such advertisement is for short term or transient occupants or for long term rental. Should we become aware of any violation of these short-term stay provisions or incur any loss as a result of your violation of this provision, including but not limited to, any fines or fees assessed against us by any federal, state or local authority, or any loss in business revenue, you will indemnify us and assume full responsibility for any and all such losses that we incur.

22. Repair and Maintenance: You confirm that you have inspected the Premises, found them in a clean, rentable, and undamaged condition (other than items listed in the Move-In/Move-Out Inspection Form that you completed or will complete), and that you accept the Premises in "as is" condition. You specifically acknowledge that no condition exists in the Premises that make the Premises materially dangerous or hazardous to your life, health or safety. If any part of the Premises is in need of maintenance or repair, you agree to notify us immediately. Damages and defects not itemized will be presumed to have first occurred during your occupancy of the Premises. You understand that you are responsible for keeping the Premises in a clean, sanitary and undamaged condition, ordinary wear and tear excepted. You are responsible for properly performing routine cleaning of all interior portions of the Premises. If you fail to keep the Premises clean (including, but not limited to eliminating dirt, filth, scum, grease, oil, mud, scuffs, holes, gouges, burns, stains, tears, cuts, rips, fleas, pests, foul scents or odors (including those relating to smoking), surface mold on caulking at the sinks, tub, shower and other locations, and other conditions which could have been avoided by careful use and routine cleaning), or if you, your occupants or any animals cause damage to the Premises in excess of ordinary wear and tear, you will be responsible for the costs to clean and/or repair such damage. Furthermore, you and your occupants are responsible for maintaining the Premises in a clean and sanitary condition, free of garbage and rubbish and in a condition that does not cause or contribute to a pest or rodent infestation.

23. Fair Housing Accommodations/Modifications: We are firmly committed to the principles of Fair Housing. If you or any person residing in the Premises, as a result of a disability, requires accommodations to our rules, policies, practices or services, or a physical modification to the Premises and/or the common areas of the Community in order to provide you or your occupants with equal opportunity to use and enjoy the Premises, you will notify us. If you require physical modifications to the Premises, we may require you to enter into a modification agreement identifying the modifications to be made and any restoration obligations you may have.

24. Military Clause:

a. If you become an active duty member of the United States Armed Forces during the Lease term, then, pursuant to the provisions of the Servicemembers Civil Relief Act ("SCRA") and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official orders; (ii) provide at least 30 days' prior written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent and other charges through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the Security Deposit paragraph above.

b. If you are an active duty member of the United States Armed Forces at the time you are signing this Lease, you affirm that the Lease end date does not extend beyond your anticipated discharge, retirement or release from the United States Armed Forces. Pursuant to the provisions of the SCRA and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official

permanent change-of-station orders or your official orders to deploy for a period of not less than 90 days; (ii) provide at least 30 days' written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent and other charges through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the provisions of the Security Deposit paragraph above.

c. National Guard officers and enlisted members called or ordered into active state or federal service, or United States military reservists who are called to full-time active duty, may terminate this Lease if called into duty after entering into the Lease. Pursuant to the provisions of the SCRA and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official orders; (ii) provide at least 30 days' written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent and other charges through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the provisions of the Security Deposit paragraph above.

d. Notwithstanding the provisions of the Lease Concessions paragraph above, if you are exercising your right to terminate the Lease pursuant to the SCRA and this Military Clause paragraph, you will not be required to repay any portion of Lease concessions set forth on the Term Sheet. The release of any resident under this provision will not release any other resident or roommate unless the other resident is your spouse or dependent, as defined under the SCRA.

25. Resident Insurance. We strongly recommend that you secure a renters insurance policy covering your personal belongings, which also includes personal liability insurance covering your actions. Unless there is a prohibition imposed by affordability covenants or other restrictions applicable to the Premises, we require all residents to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 per occurrence. If the Term Sheet indicates that Renter's Liability Insurance is required, you must furnish proof of insurance to us on or before the commencement date of the Lease and, assuming you enter into renewal leases with us, you must continue to provide evidence of coverage for all subsequent renewal terms. You can obtain such insurance from Assurant, through Residential Insurance Agency, LLC at www.rentersdirect.com, or through the insurance agent of your choice. If you select an insurance company other than Assurant, you must name the Community as an Interested Party under your policy. Please note that Residential Insurance Agency, LLC, a licensed insurance agency, is an affiliate of Lessor. Except where prohibited by law, if you fail to obtain and maintain liability insurance as required by this paragraph, you will be in violation of your lease obligations. In such event, we will send a written notice to you demanding that you cure the violation by procuring the insurance and supplying evidence of coverage to us. If you fail to supply evidence of such insurance to us on or before the date set forth in your notice, we reserve the right to procure liability only insurance coverage on your behalf, and to charge you for the amount of the premium paid to the insurance company, not to exceed \$180.00 per year, along with an administrative fee of \$40.00. You agree that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for you. If you fail to pay for the liability insurance and/or you allow the expiration or cancellation of any liability insurance policy during your tenancy, without substitute insurance being put in place, this will be considered a default under the Lease.

26. Corporate Units: If the name in the Resident section of the Term Sheet is a company or business (and not an individual person), then the company assumes all responsibility for damage to the Premises and any loss incurred by us or any third party that is caused by any person living in the Premises. The company also agrees to indemnify us for all claims, damages, losses and expenses related in any way to the occupancy of the Premises. The company agrees to identify all persons living in the Premises and to provide written authorization to us to release keys, key cards, and/or access cards to such occupants. The company agrees to maintain, at its sole cost and expense, throughout the term of the Lease and any subsequent renewal terms, the following insurance: Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 0196 or another ISO Commercial General Liability "occurrence" form providing equivalent coverage, providing broad form comprehensive general liability coverage, blanket contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), products and completed operations with an authorized insurance company with a rating of A X in a minimum amount of One Million Dollars (\$1,000,000) per occurrence. The company must be named the insured and the company shall name the owner of the property, ERP Operating Limited Partnership, Equity Residential, Equity Residential Management, L.L.C., and their affiliates and agents (collectively, the "Lessor Entities") as additional insureds under the required policy. In the alternative, the company may purchase renters liability insurance for the Premises from an insurance company of company's choosing or through the program made available to residents at the Community through Residential Insurance Agency, LLC. If company elects to purchase such renters liability insurance through a company other than Residential Insurance Agency, LLC, the company must name the Community as an Interested Party under the policy. In any event, the company must, on or before the commencement date of the lease, deliver to us a certificate of insurance evidencing the coverage provided, and provide replacement certificates fifteen (15) days prior to the expiration of any required coverage. Except where prohibited by law, if the company fails to obtain and maintain the insurance as required by this paragraph, the company will be in violation of the Lease. In such event, we will send a written notice to the company demanding that it cure the violation by procuring the insurance and supplying evidence of coverage to us. If the company fails to supply evidence of such insurance to us on or before the date set forth in our notice, we may procure such insurance on the company's behalf and charge the company for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$40.00. The company agrees that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for the company. If the company fails to pay for the liability insurance and/or the company allows the expiration or cancellation of any liability insurance policy during the company's tenancy, without substitute insurance being put in place, this will be considered a default under the Lease.

27. Default Remedies: If you fail to perform any of your obligations under this Lease, we may exercise all of our rights under this Lease, at law or in equity. This may include giving you notice to correct or cure such default, taking action to recover possession of the Premises via the eviction process or otherwise, and/or terminating the Lease, all in accordance with applicable law. In addition, we can recover from you all damages, costs and expenses, including, among other things, damage to the Premises, cleaning and trash removal charges, the costs to repair, replace or restore personal property, delinquent rent and other charges and the amount by which unpaid rent for the balance of the Lease term exceeds the amount of such rental loss that you prove could be reasonably avoided. We can also recover the costs of taking possession of and re-renting the Premises and other fees and charges we incur in enforcing this Lease and collecting outstanding amounts hereunder, even if we do not file formal litigation. The party that does not prevail in any litigation commenced under this Lease will pay all attorneys' fees and costs reasonably incurred by the prevailing party in prosecuting or defending such litigation, up to a maximum of \$2,000. If you terminate your tenancy early, skip or are evicted, you must also repay us a portion of the concessions you received as described in the Lease Concessions paragraph above. In all cases, we reserve the right to report your payment history, outstanding balances, returned item fees, late fees, defaults, and other payment-related activity to consumer reporting agencies who track such information.

28. Abandoned Property: You understand that if you leave personal property in the Premises after you move-out or if you put your property in areas of the Community that are not designated for your use, we can determine that such property has been abandoned and we can take steps to remove or dispose of the property consistent with applicable laws. You agree that the value of any personal property you leave in the Premises after you move out has a value of \$0.00.

29. **Notices:** Except as otherwise provided by law, all notices that we provide to you will be considered delivered when we put them in the mail, personally deliver them to the Premises, or send them via email. All notices from you will be considered delivered when you put them in the mail or personally deliver them to the management office during normal business hours. By providing us with your e-mail address and cell phone number, you agree that we may communicate with you from time to time via e-mail, telephone calls and/or text messages (message and data rates may apply). By entering into this Lease, you expressly authorize us to contact you in such manners. If you wish to opt out of receiving e-mail communications, please unsubscribe using the link at the bottom of the emails. If you wish to opt out of receiving text messages, please follow the instructions at the end of the text. If you wish to opt out of receiving calls to your cell phone, please make that election by notifying the management office. The person designated as the on-site manager for the Community is the person authorized to act on our behalf in connection with this Lease. More formal notices, including service of process on the owner or manager, can also be made by serving our registered service agent:

CT Corporation System
818 West Seventh Street
Los Angeles, CA 90017
Telephone Number: 800-888-9207

In addition to U.S. mail and personal delivery options, lease renewal offers may be delivered to you via e-mail, text message and/or via a link to our resident website, My.EquityApartments.com.

30. **Liability:** To the maximum extent permitted by law, you agree that you will look solely to the owner's interest in the Community for the recovery of any judgment against us and that the owner, the management company, and any of their related and affiliated entities (and any of their officers, directors, trustees, employees, partners, shareholders, insurers, agents and representatives) will never be personally liable for such judgment. Except to the extent prohibited by law, we will not be liable for any damage, loss or injury to persons or property occurring in the Premises or in other areas of the Community. To the fullest extent permitted by law, you agree to hold us harmless and to indemnify us from any such liability or claim.

31. **Fire and Casualty:** If the Premises are damaged due to fire, explosion, casualty or any other health/safety issue which is not a result of your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any guest of such person), we may elect, in our sole discretion, to repair or re-build the Premises. Rent and other charges shall remain due and owing unless we, in our sole discretion, determine that the Premises or the building is uninhabitable. No penalty shall accrue against us for any reasonable delay in repairing the Premises by reason of adjustment of insurance proceeds, labor disputes, or any other cause beyond our reasonable control. If you are unable to live in the Premises while we conduct the repairs, your rent and other charges will be abated during the timeframe the repairs are being conducted. However, if we provide alternative accommodations at our expense during such repair, the rent and other charges will not be abated. Finally, if the damage to the Premises is caused by your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any agent or guest), the rent and other charges will not be abated, you will be responsible for paying rent and other charges and for any costs we incur to repair the damage, and we will not provide alternative accommodations to you. If we elect to not repair the Premises or if the Premises are substantially or totally destroyed, we may elect to terminate this Lease.

32. **Waivers:** Our failure to insist upon strict compliance with the terms of this Lease or any delay by us in enforcing your obligations under the Lease will not constitute a waiver of our right to act on other breaches or to make demands on you to perform. Your obligation to pay rent and other charges during the Lease term or during your continued occupancy of the Premises will continue notwithstanding our issuance of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, or any other act which might result in the termination of your right to live in the Premises. Unless otherwise restricted by applicable law, our acceptance of rent and other charges from you after it falls due or after knowledge of your breach of any obligations under this Lease is not a waiver of our rights under this Lease nor is it an election to not proceed under any provision of this Lease or the law.

33. **Severability:** If any provision of this Lease is determined to be illegal, invalid, or unenforceable under present or future laws which are in effect during the Lease term, then, we will substitute similar provisions or language that will make such clause or provision legal, valid, and enforceable. If substitute provisions are not available, then the illegal or unenforceable provision shall be removed from the Lease, but the remaining provisions in the Lease shall remain intact.

34. **[Intentionally Omitted]**

35. **Laws Governing this Lease/Venue:** This Lease shall be governed by the laws of the state in which the Community is located, and all legal action arising from this Lease shall be tried in the county where the Community is located.

36. **Written Agreement:** This Lease, which includes the Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, contains our entire agreement. We both acknowledge that there are no oral understandings between us, and neither of us have relied on any representations, express or implied, that are not contained in this Lease.

37. **Joint and Several Liability:** Each resident, including all co-residents, is jointly and severally liable for each and every provision of this Lease.

38. **General:** You confirm that you are of legal age or capacity to enter into a binding Lease for lodging.

39. **Additional State-Specific Requirements and Disclosures:**

a. **California Proposition 65:** California Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires that persons be warned about the presence of chemicals such as tobacco smoke known to the state of California to cause cancer, birth defects or other reproductive harm. Areas within the Community contain such chemicals.

b. **Registered Sex Offenders Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more people and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register. 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.

c. **Universal Waste Notice:** Under the California Universal Waste Rule, universal waste, such as batteries, mercury thermostats, fluorescent lights, cathode ray tube devices (computer monitors, televisions), cell phones, mercury thermometers, and other products containing mercury or other heavy

metals are hazardous wastes and are required to be disposed of according to the California Code of Regulations, Title 22, Division 4.5. A complete list of universal waste products, and information about disposal and recycling options, is available on the Department of Toxic Substances Control (DTSC) website at: www.dtsc.ca.gov/HazardousWaste/UniversalWaste/index.cfm. You understand that items considered to be universal waste under the law may not be disposed of in the garbage receptacles we provide at the Community. Rather, such items must be disposed of properly pursuant to the law. You also understand that your failure to properly dispose of your personal universal waste products may subject you to fines and penalties associated with non-compliance with the disposal requirements of the law.

UTILITIES ADDENDUM

This Utilities Addendum ("Addendum") is dated effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") by and between Lessor and Resident for the Premises at the Community identified in the Lease.

This Addendum provides additional information regarding those utilities for which the Community receives and pays the total utility bill (or bills) for the Community, and for which you either pay us or, in some cases, pay our billing vendor on our behalf. As noted in the Utilities section of the Term Sheet and the Utilities paragraph of the Terms and Conditions, the methods used to determine your portion of the costs for these utilities may be based on a submeter reading, an allocation method, or a flat fee, as described below. The Community's total cost for these utilities may include additional fees or charges imposed by the utility company or municipality providing the service to the Community, and/or additional costs associated with the service, including costs to maintain and operate the utilities systems, but not billed by the local utility company. In these cases, such additional fees or costs may also be included in the bill you receive from our billing vendor. In some instances, these additional charges may be itemized separately on the bill you receive from our billing vendor. You should also be advised that, in most cases, the Community's bills for these utilities will include the cost to provide these utility services in the common areas of the Community, which may include swimming pools, lawns and landscaped areas. As a result, your portion of such utility bills may include a portion of the cost to provide such utility services in the common areas.

1. If your Term Sheet indicates that a utility bill is based on a submeter reading, the reading will be used along with the Community's most recent actual bill(s) for the utility to calculate your bill by either (i) dividing the Community's cost for the utility by the usage shown on the meters for all apartments in the Community and multiplying that number by the usage shown on your meter; or (ii) dividing the Community's bill for the utility by the total usage from the master meter(s) for the Community and multiplying that number by the usage shown on your meter; or (iii) using the actual rate shown on the Community's bill for the utility multiplied by the usage shown on your meter. If the utility company charges us a fixed fee or base charge for each apartment, we will pass that charge through to you. If the Premises has a submeter in place, you will allow us and our vendors to access the Premises from time to time to read the submeter or perform repairs. You also agree that you will not tamper with, adjust, or disconnect any submeter or other measuring device that is installed in the Premises. If we are unable to read the submeter, your charges may be estimated based on prior usage or an average consumption rate.
2. If your Term Sheet indicates that a utility is allocated based on square footage, your bill will be calculated by dividing the Community's most recent actual bill(s) for the utility by the total square footage of the occupied apartments at the Community, multiplying that amount by the square footage of the Premises, and prorating that amount based on the number of days you had possession of the Premises during the billing period.
3. If your Term Sheet indicates that a utility is allocated based on number of occupants, your bill will be calculated by dividing the Community's most recent actual bill(s) for the utility by the total number of occupants at the Community, multiplying that amount by the number of occupants in your Premises, and prorating that amount based on the number of days you had possession of the Premises during the billing period. Rather than using the actual number of occupants for this calculation, we may elect to use a ratio occupancy that results in multiple occupants being counted on a less than a "one-for-one" basis. By way of example, ratio occupancy might allow for one person in an apartment to count as one person in the allocation formula while two persons in an apartment may count as only 1.6 persons in the allocation formula.
4. If your Term Sheet indicates that a utility is allocated based on a combination of square footage and number of occupants, your bill will be calculated by dividing the Community's most recent actual bill(s) for the utility, applying the square footage formula described in paragraph 2 above to a portion of the cost, applying the occupancy formula described in paragraph 3 above to the remainder of the cost, and adding the two results together.
5. If your Term Sheet indicates that a utility is allocated equally among the number of occupied apartments at the Community (regardless of square footage or number of occupants), then all occupied apartments at the Community will pay the same charge in any given month, and your bill will be calculated (i) by dividing the Community's most recent actual bill(s) for the utility by the total number of occupied apartments in the Community during the billing period and prorating that amount based on the number of days you had

possession of the Premises during the billing period; or (ii) by dividing the Community's anticipated average utility costs, adjusted from time to time when our costs change significantly, by the total number of occupied apartments in the Community, prorated based on the number of days you had possession of the Premises during the billing period. Anticipated utility costs in (ii) above may include expected increases in costs so as to keep your bill consistent where the Community's actual costs vary significantly from month to month.

6. If your Term Sheet indicates that a utility charge is based on a flat monthly charge, then your charge for such utility will be in an amount we communicate to you at Lease signing, and will either be reflected in the Total Monthly Rent section of the Term Sheet.
7. Our billing vendor may charge us for account set-up fees, meter maintenance fees, monthly billing fees, and other fees and charges in connection with their billing services. If the billing vendor charges such fees, the billing vendor will include the fees on your bill and you will reimburse us for those amounts along with your payment to us for the utility charges.
8. The utility charges for the last billing period that you occupy the Premises will not be based on the Community's most recent actual bill for the utility but will, instead, be estimated by calculating the average of at least three months' of charges for the utility (as allocated to the Premises), dividing that average by the number of days in the billing period, and then multiplying that per diem charge by the number of days you had possession of the Premises since the last billing period ended. Where required, we will use the actual submeter reading for your last month's charge. Your charge for utilities for the final month you occupy the Premises will, if available, be communicated to you and are payable by you prior to move-out. If the charges for the utilities are not available at the time you move out, they will be included on the Statement of Deposit Account that is created and sent to you after you move out.
9. We reserve the right, upon written notice to you, to change the billing method for any utility. We may be required to change the billing method or charge if, for example, the Premises contains submeters and the submeters are unable to be read, we elect to install submeters at the Community, we are required to modify the billing allocation method or formula as a result of legislative or legal requirements, or for other business reasons. By signing the Lease, you agree that we can do this.
10. We do not charge residents at the Community more than our actual or anticipated costs for the utilities that are allocated according to these methods, and, in some cases, if the actual bill for a utility in some months is significantly greater than the average bills for the utility, we may elect to calculate the residents' charges based on an amount that is less than the actual amount billed to the Community. If the Community's actual utility bill is for a billing period that is longer or shorter than our billing period (which is typically a calendar month), we may prorate the bill to reflect the number of days in our billing period.
11. You agree that it is *impractical or extremely difficult* to determine the exact amount of the utilities that you, your occupants and guests consume during the billing period and that the method used to determine your share of the Community's actual costs for the utility service, as described on the Term Sheet and in this Addendum, which may not reflect your actual usage, is fair and reasonable.

CONSTRUCTION ADDENDUM
(New Lease-Up)

This Construction Addendum ("Addendum") is dated effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The Community, including the Premises and the Building in which the Premises are located, is under construction and, consequently, the Premises are not yet ready for occupancy. It is anticipated that the Premises will be ready for occupancy on the Commencement Date shown on the Term Sheet. However, a situation could arise which might prevent us from permitting you to move into the Premises on the Commencement Date. If this happens as a result of construction issues, or any other reason beyond our reasonable control, we will provide you with written notice of an amended commencement date (the "Amended Commencement Date"). This Lease will commence on the Amended Commencement Date and the Lease term will continue for the same number of months as are set forth on the Term Sheet. You will not be obligated to pay rent until the Amended Commencement Date. You agree that, prior to taking possession of the Premises, you will execute an amendment to this Lease, which will reflect the Amended Commencement Date and the revised Lease term.

If you do not wish to agree to the Amended Commencement Date and, assuming we have been unable to deliver possession of the Premises to you as of the original Commencement Date, you may elect to terminate the entire Lease, without penalty. Your election to do so must be documented in writing and must be received by us within five (5) days following our notice to you.

Under no circumstances will we be responsible for any damages or expenses you incur related to the inability to take possession of the subject Apartment on the Commencement Date or the Amended Commencement Date.

Furthermore, you acknowledge you are taking possession of the Premises while the Community is still under construction. As a result you may, from time to time, be inconvenienced by the noise and activity that generally accompanies such construction activities, including without limitation noise, dirt, debris, temporary cessation of services and other events.

**CONDOMINIUM ADDENDUM AND AMENDMENT TO
RESIDENTIAL LEASE FOR Potrero 1010**

This Addendum and Amendment to Residential Lease ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease, and shall supplement and amend the Lease and replace any conflicting provisions therein. The Parties hereto agree as follows:

1. Except as expressly provided herein to the contrary, all capitalized terms used in this Addendum shall have the same meanings as provided in the Lease.

2. The following provision is hereby added to the Lease:

"THE OWNER OF THIS BUILDING HAS RECORDED A FINAL MAP THAT PERMITS THIS BUILDING TO BE A CONDOMINIUM PROJECT. THE UNIT YOU MAY RENT IN THIS BUILDING HAS BEEN APPROVED FOR SALE TO THE PUBLIC AS A CONDOMINIUM PROJECT. YOU WILL BE NOTIFIED WHEN THE UNITS WILL BE AVAILABLE FOR SALE TO THE PUBLIC."

3. The following additional provision is hereby added to the Lease:

"THE UNIT THAT YOU MAY RENT ("UNIT") MAY BE SOLD TO THE PUBLIC, AND, IF YOU STILL LAWFULLY RESIDE IN THE UNIT, YOU WILL BE GIVEN THE RIGHT OF FIRST REFUSAL TO PURCHASE THE UNIT UPON THE SAME TERMS AND CONDITIONS THAT THE UNIT WILL BE INITIALLY OFFERED TO THE GENERAL PUBLIC. SUCH RIGHT TO PURCHASE SHALL RUN FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF THE NOTICE, UNLESS YOU GIVE WRITTEN NOTICE PRIOR TO NINETY (90) DAYS OF YOUR INTENTION NOT TO EXERCISE THAT RIGHT. AT THE END OF YOUR LEASE TERM, YOU MAY BE REQUIRED TO VACATE YOUR UNIT IF YOU DO NOT EXERCISE YOUR RIGHT TO PURCHASE THE UNIT."

4. The following additional provision is hereby added to the Lease:

"IF YOUR UNIT IS DESIGNATED AN AFFORDABLE "BMR" UNIT, THEN YOUR UNIT IS SUBJECT TO THE REQUIREMENTS OF THE AFFORDABLE HOUSING PROGRAM UNDER THE SAN FRANCISCO PLANNING CODE AND THE TERMS OF THE RESIDENTIAL INCLUSIONARY AFFORDABLE HOUSING MONITORING AND PROCEDURES MANUAL. YOUR UNIT MAY BE SUBJECT TO CITY REGULATIONS THAT SUPERSEDE STATE LAW REQUIREMENTS AND THE STATEMENTS IN THIS NOTICE. YOU SHOULD CONTACT THE SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT FOR FURTHER INFORMATION."

THE UNIT THAT YOU MAY RENT (“UNIT”) MAY BE SOLD TO THE PUBLIC, AND, IF YOU STILL LAWFULLY RESIDE IN THE UNIT, YOU WILL BE GIVEN THE RIGHT OF FIRST REFUSAL TO PURCHASE THE UNIT UPON THE TERMS AND CONDITIONS THAT ARE SET FORTH BY THE MAYOR’S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT.

SUCH RIGHT TO PURCHASE SHALL RUN FOR A PERIOD OF SIX (6) MONTHS OR THE BALANCE OF THE LEASE PERIOD, WHICHEVER IS LONGER, FROM THE DATE OF THE NOTICE, UNLESS YOU GIVE WRITTEN NOTICE OF YOUR INTENTION NOT TO EXERCISE THAT RIGHT DURING THIS TIME. AT THE END OF SIX (6) MONTHS OR YOUR LEASE TERM, WHICHEVER IS LONGER, YOU MAY BE REQUIRED TO VACATE YOUR UNIT IF YOU DO NOT EXERCISE YOUR RIGHT TO PURCHASE THE UNIT. SHOULD YOU DECIDE TO NOT PURCHASE THE BMR UNIT, YOU MAY BE ELIGIBLE FOR A RELOCATION ALLOWANCE AS ESTABLISHED UNDER THE CURRENT SAN FRANCISCO RENT ORDINANCE.”

5. The following additional provision is hereby added to the Lease:

“IN NO EVENT WILL YOU BE REQUIRED TO VACATE YOUR UNIT PRIOR TO THE EXPIRATION OF THE TERM OF YOUR LEASE. THIS NOTICE DOES NOT ALTER ANY RIGHTS OR OBLIGATIONS OF THE PARTIES UNDER THE LEASE.”

6. The following additional provision is hereby added to the Lease:

“IF YOU ARE ASKED TO VACATE YOUR UNIT AT THE END OF YOUR LEASE TERM, YOU WILL NOT BE ENTITLED TO RELOCATION ASSISTANCE AND WILL NOT RECEIVE MONETARY OR OTHER BENEFITS RELATED TO VACATING YOUR UNIT.”

7. Notwithstanding the fact that the dwelling unit to be occupied by Resident under the Lease is referred to in the Lease as an “Apartment,” the dwelling unit is not an apartment, but rather, a Condominium Unit.

LOCATION DISCLOSURE ADDENDUM

This Location Disclosure Addendum ("Addendum") is dated effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The Premises is located in either an urban area with various businesses and other public venues in close proximity, near a mechanical room or common facility used by residents, or near construction activity occurring outside of the Community. You acknowledge that due to the location of the Premises, you may be inconvenienced from time to time by the noise and activity that generally accompanies an urban setting or resident facility. This Addendum is intended to put you on notice of potential noise and activity; however, nothing in this Addendum is intended to be a waiver of either party's rights or obligations under the Lease.

KLAUS PARKING ADDENDUM

This Klaus Parking Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

You acknowledge and agree that the Klaus Parking Stacker (the "Stacker") is a self-service system that requires the user to follow the guidelines below in order for the system to operate safely and effectively for all residents.

- Only residents authorized and trained to use the Stacker may operate the Stacker;
- Before parking in the Stacker you must review and understand all posted instructions and warnings signs which can be found on the Klaus controller;
- Any vehicle that is going to be parked in the Stacker must be inspected and approved by the property management team;
- If any modifications are made to your vehicle after being assigned to a space in the Stacker that would increase the weight of your vehicle, lower and or raise the height of your vehicle, or change the width or length of your vehicle, you must inform the property management team before parking in the Stacker;
- You may only park in your assigned parking spot in the Stacker; each space is setup for the specific car parking in that space;
- All passengers and pets must exit the vehicle before the vehicle is put into the Stacker;
- Loading and unloading of baggage, groceries, and other items shall not be done while the vehicle is in the Stacker;
- When parking in the Stacker, all vehicles must pull in and ensure the front wheels are touching the wheel stop and the parking brake has been set;
- No items shall be stored in or on the Stacker;
- Ensure all safety gates have opened completely before entering or exiting the Stacker;
- Ensure all safety gates have fully closed after parking or when leaving the Stacker;
- If the machine has stopped working, you must call the Klaus service number located at the controller and also notify the management office;
- If any damage occurs to your vehicle or the Stacker, you are required to inform the property management team right away;
- Please inform management if your fob or remote is misplaced or damaged so we may deactivate and reissue a new device assigned to you. Replacement costs are \$45.00 for fobs and \$75.00 for remotes;
- All fobs/remotes must be returned to management at the end of your lease term to avoid replacement costs;
- Residents who improperly park causing accessibility issues for themselves or other residents will be responsible for all charges associated with the inability to retrieve a vehicle from the Stacker;
- To the extent permitted by law, Lessor is not responsible for any damage to Resident's vehicle as a result of Resident's use of the Stacker.

SMOKE-FREE LEASE ADDENDUM

This Smoke Free Lease Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

You acknowledge that the building in which the Premises is located, and the Community as a whole, are smoke-free living environments, which means both smoking and vaping either tobacco or marijuana is strictly prohibited. You and all of your occupants and guests are prohibited from smoking anywhere in the interior or exterior of the Premises (including balconies and patios), within twenty-five feet of any building entrance, outdoor air intake and/or operable window, or anywhere else in the Community. This policy is intended to benefit all residents of the Community. You are responsible for any violation of this non-smoking policy by you, or any of your occupants or guests.

You understand that we will take reasonable steps to enforce the smoke-free terms of the Lease and to make the Community a smoke-free environment. However, because our ability to police, monitor or enforce the terms of this Addendum is dependent on the full cooperation of all residents, occupants and guests throughout the Community, we cannot guarantee that the Premises or the Community will be totally free from secondhand smoke.

If you or any of your occupants and guests violate the terms of this Addendum, such violation will be deemed a material default under the terms of the Lease, and we will be entitled to exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.



Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit CDPH website (www.cdph.ca.gov/Pages/contact_us.aspx)



FALL PREVENTION ADDENDUM (National)

This Fall Prevention Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The safety of our residents and their guests is very important to us. Windows and balconies, while providing views, sunlight and fresh air, can present a danger to those who may not readily perceive certain risks. Falls from balconies or open windows can be fatal. Children and adults with diminished capacity to understand this danger are particularly at risk. Please understand that window screens are not designed to keep people in; they are designed to keep insects out. Additionally, objects placed near balcony railings and under windows can create a climbing hazard. Information regarding child safety can be found at websites such as www.safekids.org, www.cpsc.gov, and www.nsc.org.

To the extent children and/or adults with diminished capacity to perceive risks live with you or are your guests, please consider installing appropriate childproofing devices such as locks for doors leading out to balconies and devices that limit how far your windows can open. If you elect to install childproofing devices, you may do so at your expense upon notifying us. You are required to remove such devices when you vacate your apartment home and are responsible for any damage caused by such installation or removal.

Note that installation of these devices is not a substitute for proper supervision of children and adults with diminished capacity to perceive the risks.

Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

PET/ANIMAL ADDENDUM

This Pet/Animal Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

No animals are permitted at the premises at any time without our specific written permission and payment of all the applicable pet fees and deposits, including visiting animals.

We may, at our discretion, deny any animal if we believe it to be a threat to others. American Pit Bull Terrier, American Bully, American Staffordshire Terrier, Staffordshire Bull Terrier or any dogs that are cross breeds of or are related to such breeds are not permitted, unless prohibited by law. At our discretion, you may be required to have a licensed veterinarian verify your animal's weight and breed. We may also request a photograph of your animal for your resident file. Wild (not domesticated) animals and hybrids of wild animals, including wolf and coyote hybrids, are also prohibited, as are monkeys, snakes, ferrets, rabbits, pot belly pigs, and miniature horses.

You certify that, to the best of your knowledge, your animal is not dangerous or potentially dangerous and has not inflicted injury on or bitten a human or domestic animal, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, nor does your animal have a tendency or disposition to attack unprovoked, to cause injury or otherwise threaten the safety of humans or domestic animals.

Your animal must be on a leash and under your control at all times when walking through the lobby of the building and throughout all other common areas in the building and in the community, including hallways, elevators and parking areas. Never leave your animal on the balcony or patio unsupervised or while you are away. If, at any time, we believe your animal is annoying, bothersome, a nuisance, or a threat to any person or animal, we may require you to remove it from the community. Your animal must be current on their vaccinations and have all required licenses and tags. You are required to comply with any local Sanitation and Health Department ordinance that prohibits animals in the pool area.

You are responsible for all costs we incur to repair damage, remove odors or treat for pests such as fleas and ticks. Any damage caused by your animal, including personal injury, or property damage either in the Premises or anywhere in the Community, is your responsibility. You agree to indemnify and hold Lessor harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by persons, or damage to property of any kind, whatsoever, which arise out of, or are caused by your animal and any errors, omissions, or negligence in the supervision of your animal; including without limitation, injuries caused by the animal, bites and diseases caused or carried by the animal.

You are required to immediately pick up and properly dispose of all animal waste. Allowing an animal to relieve itself on a balcony or patio is strictly prohibited.

If the Community currently participates in a Dog Identification Program, or implements this program in the future, you agree to register your dog's DNA with the Community's leasing office prior to moving in, within ten days of acquiring a dog or within thirty days of the inception of a new program. And, you agree to pay any costs associated with registering your dog's DNA,

where applicable. A DNA sample will be obtained by swabbing the inside of the dog's cheek. The sample will then be submitted to a lab for analysis and the resulting DNA profile will be registered with the DNA Registry. All un-scooped waste found on the Community grounds will be analyzed for DNA and, once the dog is identified, the owner of the dog will be charged for all costs related to clean-up and testing. Estimated costs are around \$100 per incident, vary by location and are subject to change at any time.

If your Community currently utilizes the services of PetScreening.com (or other similar pet registration service), or your Community implements a pet registration service in the future, you agree to register your pet or pets with the pet registration service prior to moving in, within ten days of acquiring a pet, or within thirty days following the inception of the program. And, you agree to pay any costs associated with registering your pet with the pet registration service, where applicable. If you do not have a pet or pets, you must still visit the pet registration service and confirm that you have no pets.

You understand and acknowledge that you may be required to permanently remove your animal from the Premises if you do not comply with your responsibilities listed in this Agreement, including, but not limited to, failing to register your dog's DNA or failing to register your pet with the pet registration service. Any continued non-compliance with the requirements of this Agreement will be deemed a material default under the terms of the Lease and we will exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.

ENVIRONMENTAL DISCLOSURE ADDENDUM
(Potrero 1010 Only)

This Environmental Disclosure Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of ("the Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

In accordance with the Covenant and Environmental Restriction applicable to the Community, we are required to notify you that the land described herein contains hazardous materials in soils at the property which have been remediated and controlled, and is subject to a deed restriction dated as of December 21, 2018, and recorded on January 11, 2019, in the Official Records of City and County of San Francisco, California, as Document No. 2019-K720159-00, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

LEGAL DESCRIPTION OF PROPERTY

The land referred to in this Addendum is situated in the City of San Francisco, County of San Francisco, State of California, and is described as follows:

LOTS ONE THROUGH TWELVE, INCLUSIVE, AS SHOWN ON THAT CERTAIN FINAL MAP 7780, FILED FOR RECORD MARCH 14, 2016 IN BOOK 129 OF CONDOMINIUM MAPS, PAGES 84-90 SAN FRANCISCO OFFICIAL RECORDS.

Assessor's Lot 001, Block 3833; Lot 002, Block 3833; Lot 003, Block 3833 and Lot 001, Block 3834.

**PROPOSITION 65 WARNING ADDENDUM
(California Communities Only)**

This Proposition 65 Addendum ("Addendum") is dated and effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Lessee for the Premises at the Community identified in the Lease.

Pursuant to California Regulation 27 CCR 25607.35, we are providing you with the following warning about a chemical that is known to cause cancer and birth defects or other reproductive harm that is present at the Community.

Plastic and Vinyl Items - di(2-ethylhexyl)phthalate



WARNING: Plastic and vinyl items, such as flooring, miniblinds, wallpaper, cables and coatings on wires on this property can expose you to di(2-ethylhexyl)phthalate, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

EXHIBIT B

RESIDENTIAL LEASE – TERM SHEET



Lessor: Equity Residential Management, L.L.C.,
as agent for the Owner

Community: Vista 99

Premises: 2-2501

Address: 99 Vista Montana

Premises Address: 99 Vista Montana 2501
San Jose, CA, 95134

San Jose, CA, 95134
(408) 908-7106

Residents: Adrian Phua
Taylor Tran
Ha Thuy Dang

Guarantor:

Occupants:

LEASE TERM

Commencement Date: 08/14/2024

Expiration Date: 08/18/2025

Renters' Liability Insurance Required: Yes

Lease Term Expiration: You must provide us with a written notice of your intent to vacate at least 30 days prior to your move-out date. If you fail to give the required notice, and you move-out anyway, the Lease term will be automatically extended for an additional month after you vacate the Premises and you will be obligated to pay insufficient notice rent to fulfill your notice obligation at the rental rate that is in effect on your move-out date.

Total Deposits Required: \$700.00

Total Monthly Charges : \$4319.00

(includes all monthly recurring charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount
Monthly Apartment Rent	4269.00				
Trash Valet Service	30.00				
Monthly Reserved Parkin	20.00				

Assigned Item Description

Reserved - Tandem Assigned 1

Concessions: Monthly Recurring Concession: \$ 10.00 /per month. Total Amount of One-Time/ Non-Recurring Concession: \$0.00 . Total Amount of Other Recurring Concessions: \$0.00 . The Total Monthly Rent shown above will be adjusted by these lease concession amounts. If this Lease is terminated early, you may be required to pay us a portion of your concession as set forth in the Lease Concession paragraph of the Terms and Conditions.

Total Other Fees and Charges: \$0.00

(includes all charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount
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Approved Pets	Type	Breed	Weight	License/Tag

For additional information regarding our pet policy, please refer to the Resident Handbook and Community Policies.

Resident Account Number: 29243-2-2501-8

LESSOR PAYS UNCHECKED UTILITIES / RESIDENT PAYS CHECKED UTILITIES

- Electricity: Direct billed by the provider. You pay the provider
- Gas/Heating Oil:
- Water: Allocated based on square footage & number of occupants. You will receive a bill from our billing vend
- Sewer: Allocated equally among all occupied apartments. You will receive a bill from our billing vendor.
- Central Boiler: Allocated based on square footage & number of occupants. You will receive a bill from our billing vend
- Cable: Direct billed by the provider. You pay the provider
- Garbage Removal: Allocated based on number of occupants. You will receive a bill from our billing vendor.
- Internet: Direct billed by the provider. You pay the provider
- Pest: Allocated equally among all occupied apartments. You will receive a bill from our billing vendor.

Late Fees: Your rent is due on the 1st of each month. If we do not receive your rent and other recurring charges, in person before the close of business, or electronically by 11:59 pm local time, on day 1 , you will be charged a late fee as follows:

\$0 on the 1st of the month

FYi fbYX' #Ya Fees: If your payment fails to clear the bank for any reason, you will be charged a returned item fee of \$ 25.00 per item.

Additional Lease Addenda	
Residential Lease - Terms and Conditions	Proposition 65 Warning Addendum
Utilities Addendum	
Construction Addendum	
Valet Trash Addendum	
Juliet Balcony Addendum	
Smoke-Free Lease Addendum	
Info on Mold & Moisture for Renters in CA Addendum	
Fall Prevention Addendum	
Pet Animal Agreement	
SmartHome Addendum	

By signing this Term Sheet, you acknowledge that each of the Additional Lease Addenda are attached to this term Sheet and are therefore made a part of the Lease. You further acknowledge that you have read and that you agree to all of the provisions set forth in this Term Sheet and the Additional Lease Addenda.

You also acknowledge that you have received, or will receive, (separate from this Lease) a copy of the Resident Handbook and Community Policies and a copy of the Condition of Premises Inspection Form. You acknowledge and agree that the provisions contained in these two documents are incorporated into this Lease and that you will abide by the policies and procedures set forth in these documents.

You specifically acknowledge that this Lease contains provisions extending the Lease Term if you stay beyond the Expiration Date set forth on the first page of this Term Sheet or if you fail to provide timely written notice of your intent to vacate the Premises at least 30 days prior to the Expiration Date.

READ THIS TERM SHEET BEFORE SIGNING

Residents (ALL Residents must sign and date):

DocuSigned by:

 7/11/2024 Date _____ Date _____ Date _____
 F4E6CC0B8681420...


DocuSigned by:

 7/10/2024 Date _____ Date _____ Date _____
 0A5FAEAAC00A4AC...

DocuSigned by:

 7/10/2024 Date _____ Date _____ Date _____
 9D70B7E96E9A420...
 Ha Thuy Dang

Lessor: Equity Residential Management, L.L.C., as agent for the Owner

By:  07/10/2024 Date
It's: Authorized Representative Date

Resident Account Number: 29243-2-2501-8

RESIDENTIAL LEASE – TERMS AND CONDITIONS (California)

These Terms and Conditions are attached to and incorporated by reference into the Residential Lease - Term Sheet signed by Resident (“you” or “your”) and Lessor (“us” or “we”) with respect to your rental of the Premises identified on the Term Sheet. The Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, make up the Lease. The party executing this Lease as the Lessor is Equity Residential Management, L.L.C., which is acting as the managing agent for the owner of the Community. Each person living in the Premises that is 18 years of age or older must sign the Lease as a resident. All others living in the Premises must be designated as occupants. Each person signing the Lease is jointly and severally liable for all of the various resident obligations under the Lease. That means that every individual resident, including all co-residents, is responsible for the entire rental amount and other obligations, even if, as roommates, you have made arrangements among yourselves to allocate the rent or other payments among yourselves.

1. Lease Term/Month-to-Month Tenancy: The term of this Lease is set forth in the Lease Term section of the Term Sheet.

If you remain in the Premises after your Lease end date and have not signed a renewal lease with us, this Lease will automatically renew on a month-to-month basis. If the Lease becomes month-to-month, then, effective the day after your lease term ends, your Monthly Apartment Rent for the month-to-month term will be \$5550.00. Once you become a month-to-month tenant, we reserve the right to further increase your month-to-month rental rate upon 30 days notice to you. If the proposed increase at that time, when combined with any other increases during the previous 12 months, is more than 10% of the Total Monthly Rent charged during the immediately preceding 12 month period, we will provide you with 90 days notice of such increase, if required by law. If you fail to provide us with the notice required in the Notice to Vacate/Early Termination paragraph below, and you move out anyway, the Lease term will be automatically extended for an additional month after you vacate the Premises and you will be obligated to pay insufficient notice rent to fulfill your notice obligation.

2. Notice to Vacate/Early Termination:

a. If you plan to move out of the Premises at any time during your Lease term, including the expiration date of your Lease, you must provide us with a written notice of your intent to vacate at least 30 days prior to your move-out date. Once you are in a month-to-month status, you must give 30 days’ written notice prior to your move-out date. If we elect to terminate your month-to-month tenancy, we must provide you a 60 day notice to vacate. If you submit your notice to vacate and fail to move out on or before the notice date you provide to us, you will be considered to be a holdover resident and will be responsible for any damages caused by your failure to vacate the Premises, including alternate housing costs for other residents who were planning to move into the Premises but were prevented from doing so by your failure to vacate. If you fail to give the required notice at the end of your Lease term and move out anyway, the Lease will be extended, pursuant to the Lease Term/Month-to-Month Tenancy paragraph above, and you will be charged insufficient notice rent for the month following your Lease end date. The insufficient notice rent shall be charged at the rental rate that is in effect on your move-out date. If you move out without providing any notice at all, then, for the purposes of this paragraph, your move-out date will be considered to be your notice date. You acknowledge and understand that the purpose of this notice requirement is to provide us with adequate time to re-rent the Premises without interruption.

b. With certain exceptions that may be allowed by applicable law, you have no right to terminate your Lease prior to the end of your Lease term. If you terminate your tenancy early, you will be in default under the Lease, and you will be responsible for paying early termination rent at the rental rate that is in effect on your move-out date until the earlier of (i) the end of your Lease term; or (ii) the date a new resident moves into the Premises. If your apartment is re-rented prior to the expiration of your lease term and the new resident’s monthly apartment rent is less than your monthly apartment rent, then, for the remainder of your lease term, you will also be responsible for the difference between your monthly apartment rent and the new resident’s monthly apartment rent.

c. If you move out within the last 30 days of your Lease term, you will remain responsible for the balance of your rent and other charges through the expiration date of your Lease.

d. In all cases where you are charged early termination rent or insufficient notice rent, if a new resident moves into the Premises during the charge period, we will issue a credit to you for the number of days that the new resident was in possession of the Premises.

3. Move-Out Obligations: When you move out, you must remove all of your personal belongings and leave the Premises in substantially the same clean, undamaged, and ready-to-rent condition as existed when you took occupancy of the Premises, less ordinary wear and tear. You will be charged for replacement of any damaged or missing items, as well as all costs to clean or repair any portion of the Premises, carpeting, flooring, wall coverings, paint, counters, trim, window treatments, doors, windows, or appliances which are damaged, dirty, or unsanitary, and the removal of all trash and personal property from the Premises. Cleaning and repair of damage due to smoking of any kind or any damages or stains caused by pets, are not considered ordinary wear and tear. In order to avoid being charged for cleaning carpets in the Premises after you move out, you must have the carpets professionally cleaned, as documented by a receipt you provide to us. Having your carpets professionally cleaned, however, will not avoid liability for damage or permanent stains. You agree to return all keys, access cards and remotes to us to confirm you have vacated the Premises. If you fail to return these items, you agree that your move-out date will be the date we physically take possession of the premises.

4. Rent: You agree to pay the amount shown in the Total Monthly Charges section of the Term Sheet, in advance and without demand, on or before the first day of each calendar month. Hours of operation are posted outside the management office. All rent and other charges are subject to an enforcement action if not paid in a timely manner. All rent and other charges must be paid in U.S. dollars and we reserve the right to require that payments be made in one lump sum, even if there are multiple residents listed on the Lease. We strongly encourage residents to use on-line or electronic payment methods. Unless prohibited by law, we may elect to centralize the collection sites for non-electronic payments and/or require that all payments be made electronically. If we do so, we will notify you in writing of the requirement, and, in the case of centralized collections, the address to which you should send your payments, as well as the effective date for such change. If we designate an off-site receivables location, you agree that all rent and other payments directed to that location must be postmarked on or before the due date. We do not accept cash, third party personal checks, or checks without a preprinted name and address of the account holder. If you pay by personal check, you are authorizing us to scan the check and convert it into a one-time electronic debit from the bank account against which the check was written. Unless prohibited by law, we reserve the right to refuse payments by personal check, automatic debit or other form of electronic payment if, for example, you have submitted previous checks or other payments

to us that have failed to clear the bank. We are not required to re-deposit a dishonored check. If we serve a "three day" notice to pay rent and other charges or surrender possession of the Premises, any payment tendered following the service of such notice must be in the form of a cashier's check or money order.

5. Returned Item Fees: If any payment to us (electronic or otherwise) is returned or otherwise rejected by your financial institution for any reason, we will assess a returned item fee as described in the Returned Item Fees section of the Term Sheet. The fees described in this paragraph are in addition to any other remedies we may have in the event of your default under the terms of this Lease.

6. Application and Acceptance of Payments: Unless you notify us otherwise by written notation on your check or other form of payment, we will apply all of the payments you make to us in the order of priority we determine. We reserve the right to accept any amount less than the balance due at any given time and, if we do accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue you for the outstanding balance or possession of the Premises.

7. Security Deposit: Upon signing this Lease, you have agreed to give us deposits as set forth in the Total Deposits section of the Term Sheet. With the exception of any last month's rent that may be paid in advance, if allowed at the community, these Total Deposits are not prepaid rent, but, rather are a good faith deposit for your fulfillment of your Lease obligations, as well as a contingency against damages to the Premises. You will not receive interest on these Total Deposits unless we are otherwise required by law to pay interest to you. For example, in Berkeley and San Francisco, we will pay interest consistent with the requirements of local law. With the exception of any last month's rent that you may have paid in advance, you are not entitled to apply any part of your Total Deposits against rent or other charges during the time you are occupying the Premises. Consistent with the requirements of state law, after you move out, we will inspect the condition of the Premises, charge any damages beyond ordinary wear and tear, excessive cleaning or trash removal charges, the costs to repair, replace or restore personal property, and any outstanding balances you owe us against your Total Deposits, deduct your last month's rent, if paid in advance, and if any balance of the Total Deposits remains after applying all such charges, we will refund it to you. If the move-out charges and/or other unpaid amounts remaining on your resident account at the time you move out exceed the amount of the Total Deposits, you agree to pay us the difference. We reserve the right to charge pre-judgment interest on any balance owing after you move out. Such interest will begin to accrue when the balance, if any, shown on the Statement of Deposit Account we issue to you is not paid within 30 days following the date set forth on the Statement of Deposit Account. The interest charged on the outstanding balance will not exceed the rate of 18% per annum or the highest rate allowed by law, whichever is less, and will be reflected on the Statement of Deposit Account that will be issued to you after you move out. Within a reasonable time after receipt of either party's notice of intent to terminate this Lease, we will notify you of your option to request an initial inspection of the Premises. Upon your request, we will, not more than two weeks prior to the end of the Lease term, conduct an initial inspection of the Premises, provide you with an itemized statement specifying the repairs or cleaning proposed to be the basis of any potential deduction from the Total Deposits, and allow you an opportunity to remedy the identified deficiencies. Consistent with California law, you may also have the opportunity to receive your Statement of Deposit Account electronically via email and, upon providing an account number to us, to select to have your refund, if any, directly deposited into the bank account of the selected co-resident. If there are multiple co-residents on this Lease, you agree that, at the time you provide notice to move out, you will (i) provide a forwarding address to us for receipt of the Statement of Deposit Account; and (ii) select one co-resident, who resides at the forwarding address, to receive the refund of any Total Deposits paid. If you fail to provide us with a forwarding address and co-resident designation, we will, within the timeframe required by state law, (i) make the refund check payable to all residents listed in the Lease, and (ii) mail the refund check to the address provided or, if no forwarding address is provided, we will mail the refund check to the Premises address for forwarding by the U.S. Postal Service.

8. One-time Fees: If you have paid other fees and charges as set forth in the Total Other Fees and Charges section of the Term Sheet, you acknowledge and understand that such other fees and charges are not refundable, are not considered to be a security deposit or part of the Total Deposits, and will not be applied as a credit toward any amounts owed by you at the time you move out.

9. Lease Concessions: If you received a Lease concession, you must fulfill all of your obligations under this Lease for the entire Lease term. If this Lease is terminated early, you must repay a prorata portion of the total Lease concessions you received based on the number of days remaining in your Lease term after you move out. Any concession that is designated on the Term Sheet as a one-time or upfront concession must be applied first toward your rent and other charges during the first full calendar month of the initial term and to consecutive months thereafter until the balance of the concession credit reaches zero. If the concession shown on the Term Sheet is designated as a recurring concession and the Lease is terminated early, the early termination rent that will be charged after you move-out will not include the deduction for the recurring concession.

10. Employees of Lessor: If you are an employee of Lessor or a co-resident living with an employee of Lessor, you acknowledge and agree that the rent concession identified on the Term Sheet may or may not be provided to the employee as a condition of employment. If the requirement to live in the Premises is not a condition of employment and the value of the rent discount exceeds 20% of the monthly rent, the amount that is in excess of 20% will be included in your taxable income and you will be required to pay all applicable taxes on that amount. During any time that you are on leave of absence from your employment, if you are responsible for taxes on your rent discount, you must remit the tax amount that is generally withheld from your paycheck to the Lessor during the month in which the concession is granted. If you fail to do so, after notice to you, Lessor reserves the right to eliminate that portion of the concession in excess of 20% of the monthly rent. You also agree to pay your rent and other charges electronically each month via one of the following: (i) the one-time payment option on the resident portal; or (ii) Automatic Debit Authorization; or (iii) other electronic payment process implemented by Lessor. If you do not have a checking account, you may pay by money order or cashier's check given directly to the Community's management office. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis and you are specifically prohibited from advertising and leasing the Premises through such sites as Airbnb, craigslist, Expedia, Hotels.com, or any other similar locator sites. If you breach the Lease for any reason, we may, in addition to our right to pursue remedies under the Lease for breach of Lease, terminate the rent concession and require you to pay the Monthly Apartment Rent set forth on the Term Sheet, along with other charges, without the employee concession. If the employee's employment is terminated for any reason, your tenancy will terminate on the seventh day following the last day of employment. Unless we enter into a new Lease with you or consent in writing to allow you to remain in the Premises for a specified period of time, which is in our sole discretion, you agree to vacate the Premises by this date. We have no obligation to enter into a new lease with you or to allow you to remain in the Premises beyond this timeframe. If we mutually agree to continue your residency, you must sign a new lease at a rate that is compliant with then-current pricing guidelines for non-employees and you must also make all deposits customarily collected from other residents at the Community, prior to the expiration of your tenancy (seven days). If you continue to occupy the Premises beyond the seven day period or the agreed upon vacate date, whichever is applicable, without having signed a new lease and paying all deposits, you will be considered a "holdover" resident, as defined in this Lease and will be subject to the terms and conditions relating to such holding over. Unless you have signed a new lease, no holding over by you or payments of money by you to Lessor shall be construed to extend the Lease term or prevent us from recovering possession of the Premises. You understand and

agree that the obligations identified in the Arbitration Policy and Agreement to submit certain types of employment-related disputes to binding arbitration, do not apply to any dispute related to your tenancy or this Lease.

11. Failure to Pay Deposits, Other Fees and Charges and First Month's Rent: If you fail to pay any deposits, other fees and charges and the first month's rent (or a prorated amount if the first month is a partial month) prior to moving in, you will be in default under the Lease and we can refuse to give you possession of the Premises until you pay such amounts.

12. Delay in Delivery of Possession: You are responsible for paying rent and other charges effective with the Commencement Date shown in the Lease Term section of the Term Sheet. If we are unable to give you possession of the Premises on the Commencement Date, we will abate the rent until we are able to do so. You agree that you will not seek reimbursement from us for any cost incurred by the delay of possession, including, but not limited to, storage or temporary lodging. Subject to applicable law, if we fail to deliver the Premises to you within 30 days from the date promised, either you or we may terminate the Lease by providing written notice to the other. Requirements for us to make repairs or clean the Premises that do not affect your ability to occupy them will not constitute a delay or entitle you to a rent abatement. If we are unable to deliver the Premises but offer you comparable accommodations at no additional cost, you will not be entitled to a rent abatement.

13. Rental Application and Resident Information Updates: You have provided certain information in your Application for Rental that we have relied on in connection with renting the Premises to you. You agree to promptly notify us if any of the information you provided changes. If any of the information you provided to us on your Application or in any subsequent updates is materially false, incomplete or misleading, or if you fail to notify us of any change or if you fail to update your information, you will be in default of your obligations under this Lease and this will be a non-curable breach of this Lease.

14. Disclosure of Information: To the extent permitted by applicable law, we may provide information about you, your co-residents, or any of your occupants to third parties such as law enforcement personnel, future landlords, mortgagees, attorneys, collection agencies, and consumer reporting agencies for law-enforcement, governmental, credit, rent payment history, or other business purposes. If we provide such information to third parties at your request, we reserve the right to charge an administrative fee for doing so. If you and your co-residents have a guarantor, we may, without notifying you, provide information to the guarantor.

15. Utilities and Utility Cost Adjustments During the Lease Term: You are responsible for paying for all of the utilities identified on the Term Sheet that are checked, and any utilities that we have not specifically agreed to pay. In some cases, the utility service will be provided to you by the utility company and you will pay the utility company directly. In other cases, your utility bill may be calculated based on a submeter reading, an allocation method, or a flat fee (as more fully described in the Utilities Addendum attached to this Lease), in which case you will receive a bill for such utilities from our billing vendor and you will either pay us directly or send your payments to our billing vendor. The Utilities section of the Term Sheet identifies which utility bills are to be billed by and paid directly to the utility company and which utility bills are to be billed by our billing vendor and either paid to us directly or, in some cases, sent to our billing vendor. In all cases, your failure to pay the utilities in full when due shall be considered a default under the Lease. You will not allow utilities that are in your name to be disconnected for non-payment or any other reason. If you do not connect the utilities as of your Lease start date or, if you disconnect the utilities early before moving out, and the utilities remain in our name during such timeframes, we will bill you for the utility charges incurred for the days you were in possession of or living in the Premises, along with an administrative fee of \$50.00 for each utility bill we process on your behalf. You acknowledge that if the utilities remain in our name, we will incur costs, the exact dollar amount of which is difficult or impracticable to determine. Such costs may include, among other things, lost use of funds, bank or other charges, costs incurred in connection with paying, accounting for and attempting to collect utility payments; collection expenses; and other administrative and accounting costs. Because many utilities have long billing cycles, we may not have the actual utility bill in hand at the time we process your move out charges. In that circumstance, we reserve the right to estimate the utility charges for you based on typical or average consumption. We make no representation or warranty with respect to the amount of any estimated or actual utility costs associated with the provision of utility services to the Premises or the Community. To the extent we make a request of you in connection with any analysis of overall utility consumption at the Community, you authorize us, as your agent, to request and receive copies of your utility billing records directly from the utility provider. You acknowledge that we cannot be held responsible for any outages, interruptions or fluctuations in utility service that are provided to the Premises, and that you have no right to claim constructive eviction or to receive any offset or reduction of rent or diminished rental value of the Premises as a result of any such outages, interruptions, or fluctuations.

16. Right to Enter: We have the right to enter the Premises as allowed by applicable law, as follows: (i) in case of emergency; (ii) to make necessary or agreed upon repairs, decorations, alterations, improvements or renovations to the Premises, apartments adjacent to the Premises or the building in which the Premises is located; (iii) to supply necessary or agreed upon services; (iv) to test smoke or carbon monoxide detectors; (v) to show the Premises to prospective or actual purchasers, mortgagees, residents, workmen, or contractors; (vi) to make an inspection when you have abandoned or surrendered the Premises; or (vii) pursuant to court order. We will notify you prior to entering unless: (i) entry is due to an emergency, surrender or abandonment of the Premises, or (ii) you and we have agreed orally to allow us entry in order to make agreed repairs or supply agreed services within one week following the oral agreement, or (iii) you are present and consent to our entry at the time of entry, or (iv) to exhibit the Premises to prospective or actual purchasers of the Community, provided that we have notified you in writing that the Community is for sale and that you may be contacted to allow for an inspection. If you submit a service request to us, such request for service will constitute your permission for us to enter the Premises to do the requested work.

17. Right to Exclude: We reserve the right to exclude from the Community you and any of your occupants or guests who violate this Lease, any of the Community's policies, or the law. We also reserve the right to exclude anyone who disturbs other residents or our employees and agents, as well as anyone we reasonably believe represents a potential threat to other residents or to our employees and agents. We may also exclude from the Community any person who refuses to show photo identification to us or to identify himself or herself as a resident, occupant or guest. We may deny you or any person access to the Premises, including by changing the locks, if any court or legal order restrains or bars you or such person from the Premises.

18. Liens or Sales by Lessor: This Lease is subject and subordinate to all present or future ground or underlying leases, loans, mortgages, deeds to secure debt or deeds of trust affecting the Premises and the Community which we or any subsequent owner of the Community may enter into. You hereby appoint us as attorney-in-fact to execute and deliver any and all necessary documents to evidence such subordination of the Lease. Foreclosure of any mortgage or any sale of the Community will not constitute a constructive eviction and, in the event of any such action, you will continue to pay your rent and other charges and perform your obligations under this Lease. Upon any foreclosure or sale, provided that we have given you notice of the name and address of the new owner, we will be released from all obligations under this Lease that accrue after the date of the

foreclosure or sale and you will look solely to the then-current owner for the performance of Lessor's duties hereunder, including the return of any security deposits.

19. Criminal Activity: You agree that neither you, nor any of your occupants or guests will (i) engage in any criminal activity of any kind, including, without limitation, drug related criminal activity, prostitution or criminal street gang activity, on or near the Community, (ii) engage in any act intended to facilitate such criminal activity, (iii) use or permit the Premises to be used for, or to facilitate, any criminal activity, or (iv) engage in any acts of violence or intimidation or any threats of violence, verbal or otherwise, including, but not limited to, the discharge or brandishing of firearms or other weapons, on or near the Community or otherwise. For purposes of this section, "drug related criminal activity" includes, but is not limited to, the use of or the manufacture, sale, distribution, dispensation or possession with intent to manufacture, sell distribute, or dispense, marijuana or any other Controlled or Counterfeit Substance, as defined in the Controlled Substances Act (21 U.S.C. 802), as amended from time to time. One or more violations of the provisions of this paragraph will be considered a breach of the Lease and good cause for the immediate termination of your tenancy and your eviction from the Premises. Unless otherwise provided by law, proof of a violation of this paragraph shall not require criminal conviction, but may be based on our reasonable suspicion and a preponderance of the evidence. In addition, if you or any of your occupants have engaged in any criminal activity during the Lease term or otherwise, we may take action to terminate the Lease and pursue eviction-related remedies.

20. Use and Occupancy: The Premises are to be occupied and used solely as a private residence. Therefore, conducting any kind of business in the Premises, or anywhere in the Community, is prohibited. However, a lawful business conducted "at home" by computer, mail or telephone is permissible if customers, clients, patients or other business associates do not come to the Premises for business purposes. Notwithstanding the above, you may operate a family day care in the Premises for children so long as: (i) day care is properly licensed by the State of California; and (ii) you provide us with at least 30 days' notice of your intent to operate a family day care in the Premises; and (iii) you otherwise comply with applicable law. If you elect to operate a family day care in the Premises, we may increase the Total Deposits that you are required to pay. Any such increase in the Total Deposit amount will be subject to requirements imposed by state law. We may also ask to be named as an additional insured under your insurance policy. The number of people living in the Premises is subject to applicable local occupancy standards. Only those residents and occupants identified on the Term Sheet, and, subject to the Community's occupancy standards, children born or adopted during the Lease term, may occupy the Premises without our prior written consent. If someone stays with you for more than 15 days (consecutive or otherwise) in any one month, we will consider such person to be an unauthorized occupant and, in order to allow such person to continue residing in the Premises, we must consent. If the person is age 18 or older, we may require him/her to complete an Application for Rental and pay an application fee. If we consent to such person's occupancy in the Premises, we also require that such person, unless he/she is a full-time student residing with a parent or guardian, be named on the Lease as a resident. You acknowledge that we may require that any additional co-residents be screened through our credit and criminal screening process. You understand, however, that some individuals, guests, occupants, etc., who stay at the Community may not have gone through this process. All co-residents who are added as residents to the Lease are accepting the Premises in as-is condition and are agreeing to be jointly and severally liable for the condition of the Premises. You are responsible for your conduct, as well as the conduct of your occupants and guests. You, your occupants and all guests will: (i) show due consideration for neighbors and not interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of the Community by us, other residents and occupants and any of their guests, agents or invitees; (ii) not engage in abusive, threatening or harassing conduct, including, but not limited to racist conduct, toward us, our employees, agents or representatives, or other residents, occupants or guests at the Community; (iii) you will not unreasonably interfere with our management of the Community; (iv) exercise reasonable care in the use of the Premises and maintain the Premises in a clean, safe and undamaged condition, ordinary wear and tear excepted; (v) comply with all of the policies and procedures contained in the Resident Handbook and Community Policies we delivered to you via My.EquityApartments.com or otherwise; and (vi) comply with federal, state and local laws, regulations, statutes and ordinances which are applicable to the Premises and your tenancy. We reserve the right to be the sole judge of acceptable conduct and to determine the appropriate action necessary to deal with unacceptable conduct, including, but not limited to taking action to terminate your tenancy and to pursue eviction-related remedies. If you elect to have a water bed or other water-filled furniture in the Premises, you must notify us and, notwithstanding the provisions of the Security Deposit paragraph above, we may increase the Total Deposits in an amount not exceeding one-half of the Monthly Apartment Rent shown on the Term Sheet. We may also require you to maintain additional insurance.

21. Restrictions on Assignment and Subletting/Prohibition Against Short-Term Rentals:

a. You may not assign this Lease or sublet the Premises without our prior written consent. If we do consent to any assignment or sublease, you will remain fully responsible and liable for the payment of the rent and other charges throughout the remainder of the Lease term.

b. The Premises are not to be used or occupied as a hotel or for any other transient use. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis (for a period of time less than 30 days), or for any short-term occupancy that may be governed by or prohibited by state or local laws, including, but not limited to, those applicable to transient housing, code violations or hotel taxes, unless you receive consent from us. Unless you are given permission by us, you are specifically prohibited from advertising the Premises for rental on sites such as Airbnb, craigslist, Expedia, Hotels.com or any other similar locator sites, regardless of whether the purpose of such advertisement is for short term or transient occupants or for long term rental. Should we become aware of any violation of these short-term stay provisions or incur any loss as a result of your violation of this provision, including but not limited to, any fines or fees assessed against us by any federal, state or local authority, or any loss in business revenue, you will indemnify us and assume full responsibility for any and all such losses that we incur.

22. Repair and Maintenance: You confirm that you have inspected the Premises, found them in a clean, rentable, and undamaged condition (other than items listed in the Move-In/Move-Out Inspection Form that you completed or will complete), and that you accept the Premises in "as is" condition. You specifically acknowledge that no condition exists in the Premises that make the Premises materially dangerous or hazardous to your life, health or safety. If any part of the Premises is in need of maintenance or repair, you agree to notify us immediately. Damages and defects not itemized will be presumed to have first occurred during your occupancy of the Premises. You understand that you are responsible for keeping the Premises in a clean, sanitary and undamaged condition, ordinary wear and tear excepted. You are responsible for properly performing routine cleaning of all interior portions of the Premises. If you fail to keep the Premises clean (including, but not limited to eliminating dirt, filth, scum, grease, oil, mud, scuffs, holes, gouges, burns, stains, tears, cuts, rips, fleas, pests, foul scents or odors (including those relating to smoking), surface mold on caulking at the sinks, tub, shower and other locations, and other conditions which could have been avoided by careful use and routine cleaning), or if you, your occupants or any animals cause damage to the Premises in excess of ordinary wear and tear, you will be responsible for the costs to clean and/or repair such damage. Furthermore, you and your occupants are responsible for maintaining the Premises in a clean and sanitary condition, free of garbage and rubbish and in a condition that does not cause or contribute to a pest or rodent infestation.

23. Fair Housing Accommodations/Modifications: We are firmly committed to the principles of Fair Housing. If you or any person residing in the Premises, as a result of a disability, requires accommodations to our rules, policies, practices or services, or a physical modification to the Premises

and/or the common areas of the Community in order to provide you or your occupants with equal opportunity to use and enjoy the Premises, you will notify us. If you require physical modifications to the Premises, we may require you to enter into a modification agreement identifying the modifications to be made and any restoration obligations you may have.

24. Military Clause:

a. If you become an active duty member of the United States Armed Forces during the Lease term, then, pursuant to the provisions of the Servicemembers Civil Relief Act ("SCRA") and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official orders; (ii) provide at least 30 days' prior written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent and other charges through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the Security Deposit paragraph above.

b. If you are an active duty member of the United States Armed Forces at the time you are signing this Lease, you affirm that the Lease end date does not extend beyond your anticipated discharge, retirement or release from the United States Armed Forces. Pursuant to the provisions of the SCRA and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official permanent change-of-station orders or your official orders to deploy for a period of not less than 90 days; (ii) provide at least 30 days' written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent and other charges through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the provisions of the Security Deposit paragraph above.

c. National Guard officers and enlisted members called or ordered into active state or federal service, or United States military reservists who are called to full-time active duty, may terminate this Lease if called into duty after entering into the Lease. Pursuant to the provisions of the SCRA and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official orders; (ii) provide at least 30 days' written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent and other charges through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the provisions of the Security Deposit paragraph above.

d. Notwithstanding the provisions of the Lease Concessions paragraph above, if you are exercising your right to terminate the Lease pursuant to the SCRA and this Military Clause paragraph, you will not be required to repay any portion of Lease concessions set forth on the Term Sheet. The release of any resident under this provision will not release any other resident or roommate unless the other resident is your spouse or dependent, as defined under the SCRA.

25. Resident Insurance. We strongly recommend that you secure a renters insurance policy covering your personal belongings, which also includes personal liability insurance covering your actions. Unless there is a prohibition imposed by affordability covenants or other restrictions applicable to the Premises, we require all residents to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 per occurrence. If the Term Sheet indicates that Renter's Liability Insurance is required, you must furnish proof of insurance to us on or before the commencement date of the Lease and, assuming you enter into renewal leases with us, you must continue to provide evidence of coverage for all subsequent renewal terms. You can obtain such insurance from Assurant, through Residential Insurance Agency, LLC at www.rentersdirect.com, or through the insurance agent of your choice. If you select an insurance company other than Assurant, you must name the Community as an Interested Party under your policy. Please note that Residential Insurance Agency, LLC, a licensed insurance agency, is an affiliate of Lessor. Except where prohibited by law, if you fail to obtain and maintain liability insurance as required by this paragraph, you will be in violation of your lease obligations. In such event, we will send a written notice to you demanding that you cure the violation by procuring the insurance and supplying evidence of coverage to us. If you fail to supply evidence of such insurance to us on or before the date set forth in your notice, we reserve the right to procure liability only insurance coverage on your behalf, and to charge you for the amount of the premium paid to the insurance company, not to exceed \$180.00 per year, along with an administrative fee of \$40.00. You agree that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for you. If you fail to pay for the liability insurance and/or you allow the expiration or cancellation of any liability insurance policy during your tenancy, without substitute insurance being put in place, this will be considered a default under the Lease.

26. Corporate Units: If the name in the Resident section of the Term Sheet is a company or business (and not an individual person), then the company assumes all responsibility for damage to the Premises and any loss incurred by us or any third party that is caused by any person living in the Premises. The company also agrees to indemnify us for all claims, damages, losses and expenses related in any way to the occupancy of the Premises. The company agrees to identify all persons living in the Premises and to provide written authorization to us to release keys, key cards, and/or access cards to such occupants. The company agrees to maintain, at its sole cost and expense, throughout the term of the Lease and any subsequent renewal terms, the following insurance: Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 0196 or another ISO Commercial General Liability "occurrence" form providing equivalent coverage, providing broad form comprehensive general liability coverage, blanket contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), products and completed operations with an authorized insurance company with a rating of A X in a minimum amount of One Million Dollars (\$1,000,000) per occurrence. The company must be named the insured and the company shall name the owner of the property, ERP Operating Limited Partnership, Equity Residential, Equity Residential Management, L.L.C., and their affiliates and agents (collectively, the "Lessor Entities") as additional insureds under the required policy. In the alternative, the company may purchase renters liability insurance for the Premises from an insurance company of company's choosing or through the program made available to residents at the Community through Residential Insurance Agency, LLC. If company elects to purchase such renters liability insurance through a company other than Residential Insurance Agency, LLC, the company must name the Community as an Interested Party under the policy. In any event, the company must, on or before the commencement date of the lease, deliver to us a certificate of insurance evidencing the coverage provided, and provide replacement certificates fifteen (15) days prior to the expiration of any required coverage. Except where prohibited by law, if the company fails to obtain and maintain the insurance as required by this paragraph, the company will be in violation of the Lease. In such event, we will send a written notice to the company demanding that it cure the violation by procuring the insurance and supplying evidence of coverage to us. If the company fails to supply evidence of such insurance to us on or before the date set forth in our notice, we may procure such insurance on the company's behalf and charge the company for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$40.00. The company agrees that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for the company. If the company fails to pay for the liability insurance and/or the company allows the expiration or cancellation of any liability insurance policy during the company's tenancy, without substitute insurance being put in

place, this will be considered a default under the Lease.

27. Default Remedies: If you fail to perform any of your obligations under this Lease, we may exercise all of our rights under this Lease, at law or in equity. This may include giving you notice to correct or cure such default, taking action to recover possession of the Premises via the eviction process or otherwise, and/or terminating the Lease, all in accordance with applicable law. In addition, we can recover from you all damages, costs and expenses, including, among other things, damage to the Premises, cleaning and trash removal charges, the costs to repair, replace or restore personal property, delinquent rent and other charges, and the amount by which unpaid rent for the balance of the Lease term exceeds the amount of such rental loss that you prove could be reasonably avoided. We can also recover the costs of taking possession of and re-renting the Premises and other fees and charges we incur in enforcing this Lease and collecting outstanding amounts hereunder, even if we do not file formal litigation. The party that does not prevail in any litigation commenced under this Lease will pay all attorneys' fees and costs reasonably incurred by the prevailing party in prosecuting or defending such litigation, up to a maximum of \$2,000. If you terminate your tenancy early, skip or are evicted, you must also repay us a portion of the concessions you received as described in the Lease Concessions paragraph above. In all cases, we reserve the right to report your payment history, outstanding balances, returned item fees, late fees, defaults, and other payment-related activity to consumer reporting agencies who track such information.

28. Abandoned Property: You understand that if you leave personal property in the Premises after you move-out or if you put your property in areas of the Community that are not designated for your use, we can determine that such property has been abandoned and we can take steps to remove or dispose of the property consistent with applicable laws. You agree that the value of any personal property you leave in the Premises after you move out has a value of \$0.00.

29. Notices: Except as otherwise provided by law, all notices that we provide to you will be considered delivered when we put them in the mail, personally deliver them to the Premises, or send them via email. All notices from you will be considered delivered when you put them in the mail or personally deliver them to the management office during normal business hours. By providing us with your e-mail address and cell phone number, you agree that we may communicate with you from time to time via e-mail, telephone calls and/or text messages (message and data rates may apply). By entering into this Lease, you expressly authorize us to contact you in such manners. If you wish to opt out of receiving e-mail communications, please unsubscribe using the link at the bottom of the emails. If you wish to opt out of receiving text messages, please follow the instructions at the end of the text. If you wish to opt out of receiving calls to your cell phone, please make that election by notifying the management office. The person designated as the on-site manager for the Community is the person authorized to act on our behalf in connection with this Lease. More formal notices, including service of process on the owner or manager, can also be made by serving our registered service agent:

CT Corporation System
330 North Brand Blvd., Suite 700
Glendale, CA 91203
Telephone Number: 800-888-9207

In addition to U.S. mail and personal delivery options, lease renewal offers may be delivered to you via e-mail, text message and/or via a link to our resident website, My.EquityApartments.com.

30. Liability: To the maximum extent permitted by law, you agree that you will look solely to the owner's interest in the Community for the recovery of any judgment against us and that the owner, the management company, and any of their related and affiliated entities (and any of their officers, directors, trustees, employees, partners, shareholders, insurers, agents and representatives) will never be personally liable for such judgment. Except to the extent prohibited by law, we will not be liable for any damage, loss or injury to persons or property occurring in the Premises or in other areas of the Community. To the fullest extent permitted by law, you agree to hold us harmless and to indemnify us from any such liability or claim.

31. Fire and Casualty: If the Premises are damaged due to fire, explosion, casualty or any other health/safety issue which is not a result of your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any guest of such person), we may elect, in our sole discretion, to repair or re-build the Premises. Rent and other charges shall remain due and owing unless we, in our sole discretion, determine that the Premises or the building is uninhabitable. No penalty shall accrue against us for any reasonable delay in repairing the Premises by reason of adjustment of insurance proceeds, labor disputes, or any other cause beyond our reasonable control. If you are unable to live in the Premises while we conduct the repairs, your rent will be abated during the timeframe the repairs are being conducted. However, if we provide alternative accommodations at our expense during such repair, the rent will not be abated. Finally, if the damage to the Premises is caused by your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any agent or guest), the rent and other charges will not be abated, you will be responsible for paying rent and other charges and for any costs we incur to repair the damage, and we will not provide alternative accommodations to you. If we elect to not repair the Premises or if the Premises are substantially or totally destroyed, we may elect to terminate this Lease.

32. Waivers: Our failure to insist upon strict compliance with the terms of this Lease or any delay by us in enforcing your obligations under the Lease will not constitute a waiver of our right to act on other breaches or to make demands on you to perform. Your obligation to pay rent and other charges during the Lease term or during your continued occupancy of the Premises will continue notwithstanding our issuance of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, or any other act which might result in the termination of your right to live in the Premises. Unless otherwise restricted by applicable law, our acceptance of rent and other charges from you after it falls due or after knowledge of your breach of any obligations under this Lease is not a waiver of our rights under this Lease nor is it an election to not proceed under any provision of this Lease or the law.

33. Severability: If any provision of this Lease is determined to be illegal, invalid, or unenforceable under present or future laws which are in effect during the Lease term, then, we will substitute similar provisions or language that will make such clause or provision legal, valid, and enforceable. If substitute provisions are not available, then the illegal or unenforceable provision shall be removed from the Lease, but the remaining provisions in the Lease shall remain intact.

34. [Intentionally Omitted]

35. Laws Governing this Lease/Venue: This Lease shall be governed by the laws of the state in which the Community is located, and all legal action arising from this Lease shall be tried in the county where the Community is located.

36. Written Agreement: This Lease, which includes the Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, contains our entire agreement. We both acknowledge that there are no oral understandings between us, and neither of us have relied on any representations, express or implied, that are not contained in this Lease.

37. Joint and Several Liability: Each resident, including all co-residents, is jointly and severally liable for each and every provision of this Lease.

38. General: You confirm that you are of legal age or capacity to enter into a binding Lease for lodging.

39. Additional State-Specific Requirements and Disclosures:

a. **California Proposition 65:** California Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires that persons be warned about the presence of chemicals such as tobacco smoke known to the state of California to cause cancer, birth defects or other reproductive harm. Areas within the Community contain such chemicals.

b. **Registered Sex Offenders Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more people and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register. 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.

c. **Universal Waste Notice:** Under the California Universal Waste Rule, universal waste, such as batteries, mercury thermostats, fluorescent lights, cathode ray tube devices (computer monitors, televisions), cell phones, mercury thermometers, and other products containing mercury or other heavy metals are hazardous wastes and are required to be disposed of according to the California Code of Regulations, Title 22, Division 4.5. A complete list of universal waste products, and information about disposal and recycling options, is available on the Department of Toxic Substances Control (DTSC) website at: www.dtsc.ca.gov/HazardousWaste/UniversalWaste/index.cfm. You understand that items considered to be universal waste under the law may not be disposed of in the garbage receptacles we provide at the Community. Rather, such items must be disposed of properly pursuant to the law. You also understand that your failure to properly dispose of your personal universal waste products may subject you to fines and penalties associated with non-compliance with the disposal requirements of the law.

UTILITIES ADDENDUM
(National)

This Utilities Addendum (“Addendum”) is dated effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) by and between Lessor and Resident for the Premises at the Community identified in the Lease.

Refer to the Term Sheet for those utilities and other allocated charges that are applicable to your Community. Note that, although in-unit cable and internet services are listed in the utilities section of the Term Sheet, they are not considered “utilities” that are subject to this Utilities Addendum. This Addendum provides additional information regarding certain utilities for which the Community receives and pays the total utility bill (or bills) for the Community, and for which you either pay us or, in some cases, pay our billing vendor on our behalf. As noted in the Utilities section of the Term Sheet and the Utilities paragraph of the Terms and Conditions, the methods used to determine your portion of the costs for these utilities may be based on a submeter reading, an allocation method, or a flat fee, as described below. The Community’s total cost for these utilities may include additional fees or charges imposed by the utility company or municipality providing the service to the Community, and/or additional costs associated with the service, including costs to maintain and operate the utilities systems, but not billed by the local utility company. In these cases, such additional fees or costs may also be included in the bill you receive from our billing vendor. In some instances, these additional charges may be itemized separately on the bill you receive from our billing vendor. You should also be advised that, in most cases, the Community’s bills for these utilities will include the cost to provide these utility services in the common areas of the Community, which may include amenity spaces, common hallways, swimming pools, lawns and landscaped areas. As a result, your portion of such utility bills may include a portion of the cost to provide such utility services in the common areas.

1. If your Term Sheet indicates that a utility bill is based on a submeter reading, the reading will be used along with the Community’s most recent actual bill(s) for the utility to calculate your bill by either (i) dividing the Community’s cost for the utility by the usage shown on the meters for all apartments in the Community and multiplying that number by the usage shown on your meter; or (ii) dividing the Community’s bill for the utility by the total usage from the master meter(s) for the Community and multiplying that number by the usage shown on your meter; or (iii) using the actual rate shown on the Community’s bill for the utility multiplied by the usage shown on your meter. If the utility company charges us a fixed fee or base charge for each apartment, we will pass that charge through to you. If the Premises has a submeter in place, you will allow us and our vendors to access the Premises from time to time to read the submeter or perform repairs. You also agree that you will not tamper with, adjust, or disconnect any submeter or other measuring device that is installed in the Premises. If we are unable to read the submeter, your charges may be estimated based on prior usage or an average consumption rate.
2. If your Term Sheet indicates that a utility is allocated based on square footage, your bill will be calculated by dividing the Community’s most recent actual bill(s) for the utility by the total square footage of the occupied apartments at the Community, multiplying that amount by the square footage of the Premises, and prorating that amount based on the number of days you had possession of the Premises during the billing period.
3. If your Term Sheet indicates that a utility is allocated based on number of occupants, your bill will be calculated by dividing the Community’s most recent actual bill(s) for the utility by the total number of occupants at the Community, multiplying that amount by the number of occupants in your Premises, and prorating that amount based on the number of days you had possession of the Premises during the billing period. Rather than using the actual number of occupants for this calculation, we may elect to use a ratio occupancy that results in multiple occupants being counted on a less than a “one-for-one” basis. For example, ratio occupancy might allow for one person in an apartment to count as one person in the allocation formula while two persons in an apartment may count as only 1.6 persons in the allocation formula.
4. If your Term Sheet indicates that a utility is allocated based on a combination of square footage and number of occupants, your bill will be calculated by dividing the Community’s most recent actual bill(s) for the utility, applying the square footage formula described in paragraph 2 above to a portion of the cost, applying the occupancy formula described in paragraph 3 above to the remainder of the cost, and adding the two results together.

5. If your Term Sheet indicates that a utility is allocated equally among the number of occupied apartments at the Community (regardless of square footage or number of occupants), then all occupied apartments at the Community will pay the same charge in any given month, and your bill will be calculated (i) by dividing the Community's most recent actual bill(s) for the utility by the total number of occupied apartments in the Community during the billing period and prorating that amount based on the number of days you had possession of the Premises during the billing period; or (ii) by dividing the Community's anticipated average utility costs, adjusted from time to time when our costs change significantly, by the total number of occupied apartments in the Community, prorated based on the number of days you had possession of the Premises during the billing period. Anticipated utility costs in (ii) above may include expected increases in costs so as to keep your bill consistent where the Community's actual costs vary significantly from month to month.
6. If your Term Sheet indicates that a utility charge is based on a flat monthly charge, then your charge for such utility will be in an amount we communicate to you at Lease signing, and will either be billed by our billing vendor or reflected as a monthly charge in the Total Monthly Rent section of the Term Sheet.
7. Our billing vendor may charge us for account set-up fees, meter maintenance fees, monthly billing fees, and other fees and charges in connection with their billing services. If the billing vendor charges such fees, the billing vendor will include the fees on your bill and you will reimburse us for those amounts along with your payment to us for the utility charges.
8. The utility charges for the last billing period that you occupy the Premises will not be based on the Community's most recent actual bill for the utility but will, instead, be estimated by calculating the average of at least three months' of charges for the utility (as allocated to the Premises), dividing that average by the number of days in the billing period, and then multiplying that per diem charge by the number of days you had possession of the Premises since the last billing period ended. Where required, we will use the actual submeter reading for your last month's charge. Your charge for utilities for the final month you occupy the Premises will, if available, be communicated to you and are payable by you prior to move-out. If the charges for the utilities are not available at the time you move out, they will be included on the Statement of Deposit Account that is created and sent to you after you move out.
9. We reserve the right, upon written notice to you, to change the billing method for any utility. We may be required to change the billing method or charge if, for example, the Premises contains submeters and the submeters are unable to be read, we elect to install submeters at the Community, we are required to modify the billing allocation method or formula as a result of legislative or legal requirements, or for other business reasons. By signing the Lease, you agree that we can do this.
10. We do not charge residents at the Community more than our actual or anticipated costs for the utilities that are allocated according to these methods, and, in some cases, if the actual bill for a utility in some months is significantly greater than the average bills for the utility, we may elect to calculate the residents' charges based on an amount that is less than the actual amount billed to the Community. If the Community's actual utility bill is for a billing period that is longer or shorter than our billing period (which is typically a calendar month), we may prorate the bill to reflect the number of days in our billing period.
11. You agree that it is *impractical or extremely difficult* to determine the exact amount of the utilities that you, your occupants and guests consume during the billing period and that the method used to determine your share of the Community's actual costs for the utility service, as described on the Term Sheet and in this Addendum, which may not reflect your actual usage, is fair and reasonable.

CONSTRUCTION ADDENDUM
(New Lease-Up)

This Construction Addendum ("Addendum") is dated effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The Community, including the Premises and the Building in which the Premises are located, is under construction and, consequently, the Premises are not yet ready for occupancy. It is anticipated that the Premises will be ready for occupancy on the Commencement Date shown on the Term Sheet. However, a situation could arise which might prevent us from permitting you to move into the Premises on the Commencement Date. If this happens as a result of construction issues, or any other reason beyond our reasonable control, we will provide you with written notice of an amended commencement date (the "Amended Commencement Date"). This Lease will commence on the Amended Commencement Date and the Lease term will continue for the same number of months as are set forth on the Term Sheet. You will not be obligated to pay rent until the Amended Commencement Date. You agree that, prior to taking possession of the Premises, you will execute an amendment to this Lease, which will reflect the Amended Commencement Date and the revised Lease term.

If you do not wish to agree to the Amended Commencement Date and, assuming we have been unable to deliver possession of the Premises to you as of the original Commencement Date, you may elect to terminate the entire Lease, without penalty. Your election to do so must be documented in writing and must be received by us within five (5) days following our notice to you.

Under no circumstances will we be responsible for any damages or expenses you incur related to the inability to take possession of the subject Apartment on the Commencement Date or the Amended Commencement Date.

Furthermore, you acknowledge you are taking possession of the Premises while the Community is still under construction. As a result you may, from time to time, be inconvenienced by the noise and activity that generally accompanies such construction activities, including without limitation noise, dirt, debris, temporary cessation of services and other events.

VALET TRASH SERVICE ADDENDUM
(Participating Communities Only)

This Valet Trash Service Addendum ("Addendum") is dated effective as of the date on the Residential Lease - Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

We are providing door-to-door valet trash service ("Valet Services") to all residents at the Community through a third party service provider. Your cost for the Valet Services is set forth in the Total Monthly Rent section of the Term Sheet. The Valet Services are a community amenity that is provided as an additional service to residents. As such, the charge for the Valet Services is in addition to the charge for general Garbage Removal as set forth in the Utilities Section of the Term Sheet.

The Valet Services will be provided to each resident on a regularly scheduled basis each week. The pick-up schedule and other policies and procedures relating to the Valet Services are set forth on the information sheet provided to residents by the Valet Services provider. Your failure to comply with the policies and procedures relating to the Valet Services will constitute a default under the terms of your Lease.

JULIET BALCONY ADDENDUM
(Participating Communities Only)

This Juliet Balcony Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (“the Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

If your apartment is equipped with a “Juliet Balcony,” which is a decorative balcony with narrow ledges and decorative railings, you acknowledge and agree that although doors to the balcony open, there are certain risks associated with having a Juliet Balcony. The Juliet Balcony is not designed to bear weight. You agree that you will not stand on the balcony or lean on the railing, and that you will inform all occupants and guests that they should not stand on the balcony or lean on the railing.

Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

SMOKE-FREE LEASE ADDENDUM

This Smoke Free Lease Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (“the Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

You acknowledge that the building in which the Premises is located, and the Community as a whole, are smoke-free living environments, which means both smoking and vaping either tobacco or marijuana is strictly prohibited. You and all of your occupants and guests are prohibited from smoking anywhere in the interior or exterior of the Premises (including balconies and patios), within twenty-five feet of any building entrance, outdoor air intake and/or operable window, or anywhere else in the Community. This policy is intended to benefit all residents of the Community. You are responsible for any violation of this non-smoking policy by you, or any of your occupants or guests.

You understand that we will take reasonable steps to enforce the smoke-free terms of the Lease and to make the Community a smoke-free environment. However, because our ability to police, monitor or enforce the terms of this Addendum is dependent on the full cooperation of all residents, occupants and guests throughout the Community, we cannot guarantee that the Premises or the Community will be totally free from secondhand smoke.

If you or any of your occupants and guests violate the terms of this Addendum, such violation will be deemed a material default under the terms of the Lease, and we will be entitled to exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.



Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit [CDPH website \(www.cdph.ca.gov/Pages/contact_us.aspx\)](http://www.cdph.ca.gov/Pages/contact_us.aspx)



FALL PREVENTION ADDENDUM (National)

This Fall Prevention Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The safety of our residents and their guests is very important to us. Windows and balconies, while providing views, sunlight and fresh air, can present a danger to those who may not readily perceive certain risks. Falls from balconies or open windows can be fatal. Children and adults with diminished capacity to understand this danger are particularly at risk. Please understand that window screens are not designed to keep people in; they are designed to keep insects out. Additionally, objects placed near balcony railings and under windows can create a climbing hazard. Information regarding child safety can be found at websites such as www.safekids.org, www.cpsc.gov, and www.nsc.org.

To the extent children and/or adults with diminished capacity to perceive risks live with you or are your guests, please consider installing appropriate childproofing devices such as locks for doors leading out to balconies and devices that limit how far your windows can open. If you elect to install childproofing devices, you may do so at your expense upon notifying us. You are required to remove such devices when you vacate your apartment home and are responsible for any damage caused by such installation or removal.

Note that installation of these devices is not a substitute for proper supervision of children and adults with diminished capacity to perceive the risks.

Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

PET/ANIMAL ADDENDUM

This Pet/Animal Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (“the Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

No animals are permitted at the premises at any time without our specific written permission and payment of all the applicable pet fees and deposits, including visiting animals.

We may, at our discretion, deny any animal if we believe it to be a threat to others. American Pit Bull Terrier, American Bully, American Staffordshire Terrier, Staffordshire Bull Terrier or any dogs that are cross breeds of or are related to such breeds are not permitted, unless prohibited by law. At our discretion, you may be required to have a licensed veterinarian verify your animal’s weight and breed. We may also request a photograph of your animal for your resident file. Wild (not domesticated) animals and hybrids of wild animals, including wolf and coyote hybrids, are also prohibited, as are monkeys, snakes, ferrets, rabbits, pot belly pigs, and miniature horses.

You certify that, to the best of your knowledge, your animal is not dangerous or potentially dangerous and has not inflicted injury on or bitten a human or domestic animal, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, nor does your animal have a tendency or disposition to attack unprovoked, to cause injury or otherwise threaten the safety of humans or domestic animals.

Your animal must be on a leash and under your control at all times when walking through the lobby of the building and throughout all other common areas in the building and in the community, including hallways, elevators and parking areas. Never leave your animal on the balcony or patio unsupervised or while you are away. If, at any time, we believe your animal is annoying, bothersome, a nuisance, or a threat to any person or animal, we may require you to remove it from the community. Your animal must be current on their vaccinations and have all required licenses and tags. You are required to comply with any local Sanitation and Health Department ordinance that prohibits animals in the pool area.

You are responsible for all costs we incur to repair damage, remove odors or treat for pests such as fleas and ticks. Any damage caused by your animal, including personal injury, or property damage either in the Premises or anywhere in the Community, is your responsibility. You agree to indemnify and hold Lessor harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by persons, or damage to property of any kind, whatsoever, which arise out of, or are caused by your animal and any errors, omissions, or negligence in the supervision of your animal; including without limitation, injuries caused by the animal, bites and diseases caused or carried by the animal.

You are required to immediately pick up and properly dispose of all animal waste. Allowing an animal to relieve itself on a balcony or patio is strictly prohibited.

If the Community currently participates in a Dog Identification Program, or implements this program in the future, you agree to register your dog’s DNA with the Community’s leasing office prior to moving in, within ten days of acquiring a dog or within thirty days of the inception of a

new program. And, you agree to pay any costs associated with registering your dog's DNA, where applicable. A DNA sample will be obtained by swabbing the inside of the dog's cheek. The sample will then be submitted to a lab for analysis and the resulting DNA profile will be registered with the DNA Registry. All un-scooped waste found on the Community grounds will be analyzed for DNA and, once the dog is identified, the owner of the dog will be charged for all costs related to clean-up and testing. Estimated costs are around \$100 per incident, vary by location and are subject to change at any time.

If your Community currently utilizes the services of PetScreening.com (or other similar animal registration service), or your Community implements an animal registration service in the future, you agree to register your animal(s) with the animal registration service prior to moving in, within ten days of acquiring an animal(s), or within thirty days following the inception of the program. And, you agree to pay any costs associated with registering your animal(s) with the animal registration service, where applicable. If you do not have an animal(s), you must still visit the pet registration service and confirm that you have no animals. This includes service animals and/or assistance animals. The animal registration service will review any reasonable accommodation requests for a service animal or assistance animal and will provide the appropriate approvals. If your service animal or assistance animal is approved as part of a reasonable accommodation, any fees associated with registering the animal will be waived.

You understand and acknowledge that you may be required to permanently remove your animal from the Premises if you do not comply with your responsibilities listed in this Agreement, including, but not limited to, failing to register your dog's DNA or failing to register your animal with the animal registration service. Any continued non-compliance with the requirements of this Agreement will be deemed a material default under the terms of the Lease and we will exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.

SMARTHOME ADDENDUM
(Participating Communities Only)

This Smart Home Addendum (“Addendum”) is dated effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The Premises have been or will be equipped with Smart Home technology which includes a keyless entry system. The keyless entry system may also provide the option of using a manual key to access the Premises. If you do not wish to access the Premises using the keyless entry system, please contact the Management Office.

Policies, procedures and instructions relating to the Smart Home technology will be provided to you. Your failure to comply with such policies, procedures and instructions will constitute a default under the terms of your Lease.

**PROPOSITION 65 WARNING ADDENDUM
(California Communities Only)**

This Proposition 65 Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Lessor and Lessee for the Premises at the Community identified in the Lease.

Pursuant to California Regulation 27 CCR 25607.35, we are providing you with the following warning about a chemical that is known to cause cancer and birth defects or other reproductive harm that is present at the Community.

Plastic and Vinyl Items - di(2-ethylhexyl)phthalate



WARNING: Plastic and vinyl items, such as flooring, miniblinds, wallpaper, cables and coatings on wires on this property can expose you to di(2-ethylhexyl)phthalate, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

EXHIBIT C

RESIDENTIAL LEASE – TERM SHEET



Lessor: Equity Residential Management, L.L.C.,
as agent for the Owner

Community: SoMa Square

Premises: 05-5502

Address: One Saint Francis Pl.

Premises Address: One Saint Francis Place #5502
San Francisco, CA, 94107

San Francisco, CA, 94107
(415) 284-3000

Residents: Elana Diestel

Guarantor:

Occupants:

LEASE TERM

Commencement Date: 06/11/2024

Expiration Date: 06/16/2025

Renters' Liability Insurance Required: Yes

Lease Term Expiration: You must provide us with a written notice of your intent to vacate at least 30 days prior to your move-out date. If you fail to give the required notice, and you move-out anyway, the Lease term will be automatically extended for an additional month after you vacate the Premises and you will be obligated to pay insufficient notice rent to fulfill your notice obligation at the rental rate that is in effect on your move-out date.

Total Deposits Required: \$500.00

Total Monthly Charges : \$ 2823.00

(includes all monthly recurring charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount
Monthly Apartment Rent	2689.00				
Monthly Storage	125.00				
Package Valet Service	9.00				

Assigned Item Description

Storage B 12 Sq. Ft.	Storage B 12 Sq. Ft.
Storage B 12 Sq. Ft.	Storage B 12 Sq. Ft.
Storage B 12 Sq. Ft.	

Concessions: Monthly Recurring Concession: \$ 0.00 /per month. Total Amount of One-Time/ Non-Recurring Concession: \$ 1317.50. Total Amount of Other Recurring Concessions: \$0.00 . The Total Monthly Rent shown above will be adjusted by these lease concession amounts. If this Lease is terminated early, you may be required to pay us a portion of your concession as set forth in the Lease Concession paragraph of the Terms and Conditions.

Total Other Fees and Charges: \$0.00
(includes all charges listed below)

Charge Description	Amount	Charge Description	Amount	Charge Description	Amount
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Approved Pets	Type	Breed	Weight	License/Tag

For additional information regarding our pet policy, please refer to the Resident Handbook and Community Policies.

Resident Account Number:29868-05-5502-7

LESSOR PAYS UNCHECKED UTILITIES / RESIDENT PAYS CHECKED UTILITIES

- Electricity: Direct billed by the provider. You pay the provider
- Gas/Heating Oil:
- Water: Allocated based on number of occupants. You will receive a bill from our billing vendor.
- Sewer: Allocated based on number of occupants. You will receive a bill from our billing vendor.
- Central Boiler: Allocated based on square footage & number of occupants. You will receive a bill from our billing vendor.
- Cable: Direct billed by the provider. You pay the provider
- Garbage Removal: Allocated based on number of occupants. You will receive a bill from our billing vendor.
- Internet: Basic service is a flat monthly charge as shown in the Total Monthly Rent section. Contact the provider
- Pest: Allocated equally among all occupied apartments. You will receive a bill from our billing vendor.

Late Fees: Your rent is due on the 1st of each month. If we do not receive your rent and other recurring charges, in person before the close of business, or electronically by 11:59 pm local time, on day 1, you will be charged a late fee as follows:

0

Returned Item Fees: If your payment fails to clear the bank for any reason, you will be charged a returned item fee of \$ 25.00 per item.

Additional Lease Addenda	
Residential Lease - Terms and Conditions	Construction and Rehab Addendum
Utilities Addendum	Rent Reporting Addendum
Bulk Cable and Internet Addendum	Package Room Attendant Addendum
Smoke-Free Lease Addendum	
Info on Mold & Moisture for Renters in CA Addendum	
Fall Prevention Addendum	
California Statewide Rent Regulation Addendum	
Pet Animal Agreement	
SmartHome Addendum	
Proposition 65 Warning Addendum	

By signing this Term Sheet, you acknowledge that each of the Additional Lease Addenda are attached to this term Sheet and are therefore made a part of the Lease. You further acknowledge that you have read and that you agree to all of the provisions set forth in this Term Sheet and the Additional Lease Addenda.

You also acknowledge that you have received, or will receive, (separate from this Lease) a copy of the Resident Handbook and Community Policies and a copy of the Condition of Premises Inspection Form. You acknowledge and agree that the provisions contained in these two documents are incorporated into this Lease and that you will abide by the policies and procedures set forth in these documents.

You specifically acknowledge that this Lease contains provisions extending the Lease Term if you stay beyond the Expiration Date set forth on the first page of this Term Sheet or if you fail to provide timely written notice of your intent to vacate the Premises at least 30 days prior to the Expiration Date.

READ THIS TERM SHEET BEFORE SIGNING

Residents (ALL Residents must sign and date):

DocuSigned by:

 F919D579DECC462...
 Elana Diestel

5/30/2025 Date _____ Date _____ Date _____

_____ Date _____ Date _____ Date _____

_____ Date _____ Date _____ Date _____

**Lessor: Equity Residential Management, L.L.C.,
as agent for the Owner**

By:  05/23/2025
It's: Authorized Representative Date

Resident Account Number: 29868-05-5502-7

RESIDENTIAL LEASE – TERMS AND CONDITIONS **(California - Unincorporated LA County, Glendale, and Statewide Rent Regulation)**

These Terms and Conditions are attached to and incorporated by reference into the Residential Lease - Term Sheet signed by Resident ("you" and "your") and Lessor ("us" and "we") with respect to your rental of the Premises identified on the Term Sheet. The Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, make up the Lease. The party executing this Lease as the Lessor is Equity Residential Management, L.L.C., which is acting as the managing agent for the owner of the Community. Each person living in the Premises that is 18 years of age or older must sign the Lease as a resident. All others living in the Premises must be designated as occupants. Each person signing the Lease is jointly and severally liable for all of the various resident obligations under the Lease. That means that every individual resident, including all co-residents, is responsible for the entire rental amount and other obligations, even if, as roommates, you have made arrangements among yourselves to allocate the rent or other payments among yourselves.

1. Lease Term/Renewal Options: The term of this Lease is set forth in the Lease Term section of the Term Sheet. Absent your signing a renewal lease with us, you have no right to stay past your Lease end date. Consistent with local laws, we will provide you with the proper notice of rent increase for any renewal lease offered.

If you fail to provide us with the notice required in the Notice to Vacate/Early Termination paragraph below, and you move out anyway, the Lease term will be automatically extended for an additional month after you vacate the Premises and you will be obligated to pay insufficient notice rent to fulfill your notice obligation.

2. Notice to Vacate/Early Termination:

a. If you plan to move out of the Premises at any time during your Lease term, including the expiration date of your Lease, you must provide us with a written notice of your intent to vacate at least 30 days prior to your move-out date. If you submit your notice to vacate and fail to move out on or before the notice date you provide to us or, if you stay past your Lease end date, you will, as a holdover tenant, be responsible for any damages caused by your failure to vacate the Premises, including alternate housing costs for other residents who were planning to move into the Premises but were prevented from doing so by your failure to vacate. If you fail to give the required notice at the end of your Lease term and move out anyway, you will be charged insufficient notice rent for the month following your Lease end date. The insufficient notice rent shall be charged at the rental rate that is in effect on your move-out date. If you move out without providing any notice at all, then, for the purposes of this paragraph, your move-out date will be considered to be your notice date. You acknowledge and understand that the purpose of this notice requirement is to provide us with adequate time to re-rent the Premises without interruption.

b. With certain exceptions that may be allowed by applicable law, you have no right to terminate your Lease prior to the end of your Lease term. If you terminate your tenancy early, you will be in default under the Lease, and you will be responsible for paying early termination rent at the rental rate that is in effect on your move-out date until the earlier of (i) the end of your Lease term; or (ii) the date a new resident moves into the Premises. If your apartment is re-rented prior to the expiration of your lease term and the new resident's monthly apartment rent is less than your monthly apartment rent, then, for the remainder of your lease term, you will also be responsible for the difference between your monthly apartment rent and the new resident's monthly apartment rent.

c. If you move out within the last 30 days of your Lease term, you will remain responsible for the balance of your rent and other charges through the expiration date of your Lease.

d. In all cases where you are charged early termination rent or insufficient notice rent, if a new resident moves into the Premises during the charge period, we will issue a credit to you for the number of days that the new resident was in possession of the Premises.

3. Move-Out Obligations: When you move out, you must remove all of your personal belongings and leave the Premises in substantially the same clean, undamaged, and ready-to-rent condition as existed when you took occupancy of the Premises, less ordinary wear and tear. You will be charged for replacement of any damaged or missing items, as well as all costs to clean or repair any portion of the Premises, carpeting, flooring, wall coverings, paint, counters, trim, window treatments, doors, windows, or appliances which are damaged, dirty, or unsanitary, and the removal of all trash and personal property from the Premises. Cleaning and repair of damage due to smoking of any kind or any damages or stains caused by pets, are not considered ordinary wear and tear. You agree to return all keys, access cards and remotes to us to confirm you have vacated the Premises. If you fail to return these items, you agree that your move-out date will be the date we physically take possession of the premises.

4. Rent: You agree to pay the amount shown in the Total Monthly Charges section of the Term Sheet, in advance and without demand, on or before the first day of each calendar month. Hours of operation are posted outside the management office. All rent and other charges are subject to an enforcement action if not paid in a timely manner. All rent and other charges must be paid in U.S. dollars and we reserve the right to require that payments be made in one lump sum, even if there are multiple residents listed on the Lease. We strongly encourage residents to use on-line or electronic payment methods. Unless prohibited by law, we may elect to centralize the collection sites for non-electronic payments and/or require that all payments be made electronically. If we do so, we will notify you in writing of the requirement, and, in the case of centralized collections, the address to which you should send your payments, as well as the effective date for such change. If we designate an off-site receivables location, you agree that all rent and other payments directed to that location must be postmarked on or before the due date. We do not accept cash, third party personal checks, or checks without a preprinted name and address of the account holder. If you pay by personal check, you are authorizing us to scan the check and convert it into a one-time electronic debit from the bank account against which the check was written. Unless prohibited by law, we reserve the right to refuse payments by personal check, automatic debit or other form of electronic payment if, for example, you have submitted previous checks or other payments to us that have failed to clear the bank. We are not required to re-deposit a dishonored check. If we serve a "three day" notice to pay rent and other charges or surrender possession of the Premises, any payment tendered following the service of such notice must be in the form of a cashier's check or money order.

5. Late Charges and Returned Item Fees: You acknowledge that if we do not receive your rent or other charges on time ("Delinquency"), we will incur costs and damages in an amount that is extremely difficult or impracticable to determine. Such costs may include, among other things, lost use

of funds, bank or other charges, costs incurred in connection with accounting for and attempting to collect late payments; and other administrative and accounting costs. As a result, if we do not receive your rent and other charges when due, we will assess late fees as described in the Late Fees section of the Term Sheet. Similarly, if any payment to us (electronic or otherwise) is returned or otherwise rejected by your financial institution for any reason, we will assess a returned item fee as described in the Returned Item Fees section of the Term Sheet, as well as all applicable late fees. The fees described in this paragraph are in addition to any other remedies we may have in the event of your default under the terms of this Lease. You agree that the late fee is a fair and reasonable estimate of actual expenses we may incur as a result of your failure to pay rent and other charges when due.

6. Application and Acceptance of Payments: Unless you notify us otherwise by written notation on your check or other form of payment, we will apply all of the payments you make to us in the order of priority we determine. We reserve the right to accept any amount less than the balance due at any given time and, if we do accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue you for the outstanding balance or possession of the Premises.

7. Security Deposit: Upon signing this Lease, you have agreed to give us deposits as set forth in the Total Deposits section of the Term Sheet. With the exception of any last month's rent that may be paid in advance, if allowed at the community, these Total Deposits are not prepaid rent, but, rather are a good faith deposit for your fulfillment of your Lease obligations, as well as a contingency against damages to the Premises. With the exception of any last month's rent that you may have paid in advance, you are not entitled to apply any part of your Total Deposits against rent or other charges during the time you are occupying the Premises. Consistent with the requirements of state law, after you move out, we will inspect the condition of the Premises, charge any damages beyond ordinary wear and tear, excessive cleaning or trash removal charges, the costs to repair, replace or restore personal property, and any outstanding balances you owe us against your Total Deposits, deduct your last month's rent, if paid in advance, and if any balance of the Total Deposits remains after applying all such charges, we will refund it to you. If the move-out charges and/or other unpaid amounts remaining on your resident account at the time you move out exceed the amount of the Total Deposits, you agree to pay us the difference. We reserve the right to charge pre-judgment interest on any balance owing after you move out. Such interest will begin to accrue when the balance, if any, shown on the Statement of Deposit Account we issue to you is not paid within 30 days following the date set forth on the Statement of Deposit Account. The interest charged on the outstanding balance will not exceed the rate of 18% per annum or the highest rate allowed by law, whichever is less, and will be reflected on the Statement of Deposit Account that will be issued to you after you move out. Within a reasonable time after receipt of either party's notice of intent to terminate this Lease, we will notify you of your option to request an initial inspection of the Premises. Upon your request, we will, not more than two weeks prior to the end of the Lease term, conduct an initial inspection of the Premises, provide you with an itemized statement specifying the repairs or cleaning proposed to be the basis of any potential deduction from the Total Deposits, and allow you an opportunity to remedy the identified deficiencies. Consistent with California law, you may also have the opportunity to receive your Statement of Deposit Account electronically via email and, upon providing an account number to us, to select to have your refund, if any, directly deposited into the bank account of the selected co-resident. If there are multiple co-residents on this Lease, you agree that, at the time you provide notice to move out, you will (i) provide a forwarding address to us for receipt of the Statement of Deposit Account; and (ii) select one co-resident, who resides at the forwarding address, to receive the refund of any Total Deposits paid. If you fail to provide us with a forwarding address and co-resident designation, we will, within the timeframe required by state law, (i) make the refund check payable to all residents listed in the Lease, and (ii) mail the refund check to the address provided or, if no forwarding address is provided, we will mail the refund check to the Premises address for forwarding by the U.S. Postal Service.

8. One-time Fees: If you have paid other fees and charges as set forth in the Total Other Fees and Charges section of the Term Sheet, you acknowledge and understand that such other fees and charges are not refundable, are not considered to be a security deposit or part of the Total Deposits, and will not be applied as a credit toward any amounts owed by you at the time you move out.

9. Lease Concessions: If you received a Lease concession, you must fulfill all of your obligations under this Lease for the entire Lease term. If this Lease is terminated early, you must repay a prorata portion of the total Lease concessions you received based on the number of days remaining in your Lease term after you move out. Any concession that is designated on the Term Sheet as a one-time or upfront concession must be applied first toward your rent and other charges during the first full calendar month of the initial term and to consecutive months thereafter until the balance of the concession credit reaches zero. If the concession shown on the Term Sheet is designated as a recurring concession and the Lease is terminated early, the early termination rent that will be charged after you move-out will not include the deduction for the recurring concession.

10. Employees of Lessor: If you are an employee of Lessor or a co-resident living with an employee of Lessor, you acknowledge and agree that the rent concession identified on the Term Sheet may or may not be provided to the employee as a condition of employment. If the requirement to live in the Premises is not a condition of employment and the value of the rent discount exceeds 20% of the monthly rent, the amount that is in excess of 20% will be included in your taxable income and you will be required to pay all applicable taxes on that amount. During any time that you are on leave of absence from your employment, if you are responsible for taxes on your rent discount, you must remit the tax amount that is generally withheld from your paycheck to the Lessor during the month in which the concession is granted. If you fail to do so, after notice to you, Lessor reserves the right to eliminate that portion of the concession in excess of 20% of the monthly rent. You also agree to pay your rent and other charges electronically each month via one of the following: (i) the one-time payment option on the resident portal; or (ii) Automatic Debit Authorization; or (iii) other electronic payment process implemented by Lessor. If you do not have a checking account, you may pay by money order or cashier's check given directly to the Community's management office. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis and you are specifically prohibited from advertising and leasing the Premises through such sites as Airbnb, craigslist, Expedia, Hotels.com, or any other similar locator sites. If you breach the Lease for any reason, we may, in addition to our right to pursue remedies under the Lease for breach of Lease, terminate the rent concession and require you to pay the Monthly Apartment Rent set forth on the Term Sheet, along with other charges, without the employee concession. If the employee's employment is terminated for any reason, your tenancy will terminate on the seventh day following the last day of employment. Unless we enter into a new Lease with you or consent in writing to allow you to remain in the Premises for a specified period of time, which is in our sole discretion, you agree to vacate the Premises by this date. We have no obligation to enter into a new lease with you or to allow you to remain in the Premises beyond this timeframe. If we mutually agree to continue your residency, you must sign a new lease at a rate that is compliant with then-current pricing guidelines for non-employees and you must also make all deposits customarily collected from other residents at the Community, prior to the expiration of your tenancy (seven days). If you continue to occupy the Premises beyond the seven day period or the agreed upon vacate date, whichever is applicable, without having signed a new lease and paying all deposits, you will be considered a "holdover" resident, as defined in this Lease and will be subject to the terms and conditions relating to such holding over. Unless you have signed a new lease, no holding over by you or payments of money by you to Lessor shall be construed to extend the Lease term or prevent us from recovering possession of the Premises. You understand and agree that the obligations identified in the Arbitration Policy and Agreement to submit certain types of employment-related disputes to binding arbitration, do not apply to any dispute related to your tenancy or this Lease.

11. Failure to Pay Deposits, Other Fees and Charges and First Month's Rent: If you fail to pay any deposits, other fees and charges and the first month's rent (or a prorated amount if the first month is a partial month) prior to moving in, you will be in default under the Lease and we can refuse to give you possession of the Premises until you pay such amounts.

12. Delay in Delivery of Possession: You are responsible for paying rent and other charges effective with the Commencement Date shown in the Lease Term section of the Term Sheet. If we are unable to give you possession of the Premises on the Commencement Date, we will abate the rent until we are able to do so. You agree that you will not seek reimbursement from us for any cost incurred by the delay of possession, including, but not limited to, storage or temporary lodging. Subject to applicable law, if we fail to deliver the Premises to you within 30 days from the date promised, either you or we may terminate the Lease by providing written notice to the other. Requirements for us to make repairs or clean the Premises that do not affect your ability to occupy them will not constitute a delay or entitle you to a rent abatement. If we are unable to deliver the Premises but offer you comparable accommodations at no additional cost, you will not be entitled to a rent abatement.

13. Rental Application and Resident Information Updates: You have provided certain information in your Application for Rental that we have relied on in connection with renting the Premises to you. You agree to promptly notify us if any of the information you provided changes. If any of the information you provided to us on your Application or in any subsequent updates is materially false, incomplete or misleading, or if you fail to notify us of any change or if you fail to update your information, you will be in default of your obligations under this Lease and this will be a non-curable breach of this Lease.

14. Disclosure of Information: To the extent permitted by applicable law, we may provide information about you, your co-residents, or any of your occupants to third parties such as law enforcement personnel, future landlords, mortgagees, attorneys, collection agencies, and consumer reporting agencies for law-enforcement, governmental, credit, rent payment history, or other business purposes. If we provide such information to third parties at your request, we reserve the right to charge an administrative fee for doing so. If you and your co-residents have a guarantor, we may, without notifying you, provide information to the guarantor.

15. Utilities and Utility Cost Adjustments During the Lease Term: You are responsible for paying for all of the utilities identified on the Term Sheet that are checked, and any utilities that we have not specifically agreed to pay. In some cases, the utility service will be provided to you by the utility company and you will pay the utility company directly. In other cases, your utility bill may be calculated based on a submeter reading, an allocation method, or a flat fee (as more fully described in the Utilities Addendum attached to this Lease), in which case you will receive a bill for such utilities from our billing vendor and you will either pay us directly or send your payments to our billing vendor. The Utilities section of the Term Sheet identifies which utility bills are to be billed by and paid directly to the utility company and which utility bills are to be billed by our billing vendor and either paid to us directly or, in some cases, sent to our billing vendor. In all cases, your failure to pay the utilities in full when due shall be considered a default under the Lease. You will not allow utilities that are in your name to be disconnected for non-payment or any other reason. If you do not connect the utilities as of your Lease start date or, if you disconnect the utilities early before moving out, and the utilities remain in our name during such timeframes, we will bill you for the utility charges incurred for the days you were in possession of or living in the Premises, along with an administrative fee of \$50.00 for each utility bill we process on your behalf. You acknowledge that if the utilities remain in our name, we will incur costs, the exact dollar amount of which is difficult or impracticable to determine. Such costs may include, among other things, lost use of funds, bank or other charges, costs incurred in connection with paying, accounting for and attempting to collect utility payments; collection expenses; and other administrative and accounting costs. Because many utilities have long billing cycles, we may not have the actual utility bill in hand at the time we process your move out charges. In that circumstance, we reserve the right to estimate the utility charges for you based on typical or average consumption. We make no representation or warranty with respect to the amount of any estimated or actual utility costs associated with the provision of utility services to the Premises or the Community. To the extent we make a request of you in connection with any analysis of overall utility consumption at the Community, you authorize us, as your agent, to request and receive copies of your utility billing records directly from the utility provider. You acknowledge that we cannot be held responsible for any outages, interruptions or fluctuations in utility service that are provided to the Premises, and that you have no right to claim constructive eviction or to receive any offset or reduction of rent or diminished rental value of the Premises as a result of any such outages, interruptions, or fluctuations.

16. Right to Enter: We have the right to enter the Premises as allowed by applicable law, as follows: (i) in case of emergency; (ii) to make necessary or agreed upon repairs, decorations, alterations, improvements or renovations to the Premises, apartments adjacent to the Premises or the building in which the Premises is located; (iii) to supply necessary or agreed upon services; (iv) to test smoke or carbon monoxide detectors; (v) to show the Premises to prospective or actual purchasers, mortgagees, residents, workmen, or contractors; (vi) to make an inspection when you have abandoned or surrendered the Premises; or (vii) pursuant to court order. We will notify you prior to entering unless: (i) entry is due to an emergency, surrender or abandonment of the Premises, or (ii) you and we have agreed orally to allow us entry in order to make agreed repairs or supply agreed services within one week following the oral agreement, or (iii) you are present and consent to our entry at the time of entry, or (iv) to exhibit the Premises to prospective or actual purchasers of the Community, provided that we have notified you in writing that the Community is for sale and that you may be contacted to allow for an inspection. If you submit a service request to us, such request for service will constitute your permission for us to enter the Premises to do the requested work.

17. Right to Exclude: We reserve the right to exclude from the Community you and any of your occupants or guests who violate this Lease, any of the Community's policies, or the law. We also reserve the right to exclude anyone who disturbs other residents or our employees and agents, as well as anyone we reasonably believe represents a potential threat to other residents or to our employees and agents. We may also exclude from the Community any person who refuses to show photo identification to us or to identify himself or herself as a resident, occupant or guest. We may deny you or any person access to the Premises, including by changing the locks, if any court or legal order restrains or bars you or such person from the Premises.

18. Liens or Sales by Lessor: This Lease is subject and subordinate to all present or future ground or underlying leases, loans, mortgages, deeds to secure debt or deeds of trust affecting the Premises and the Community which we or any subsequent owner of the Community may enter into. You hereby appoint us as attorney-in-fact to execute and deliver any and all necessary documents to evidence such subordination of the Lease. Foreclosure of any mortgage or any sale of the Community will not constitute a constructive eviction and, in the event of any such action, you will continue to pay your rent and other charges and perform your obligations under this Lease. Upon any foreclosure or sale, provided that we have given you notice of the name and address of the new owner, we will be released from all obligations under this Lease that accrue after the date of the foreclosure or sale and you will look solely to the then-current owner for the performance of Lessor's duties hereunder, including the return of any security deposits.

19. Criminal Activity: You agree that neither you, nor any of your occupants or guests will (i) engage in any criminal activity of any kind, including, without limitation, drug related criminal activity, prostitution or criminal street gang activity, on or near the Community, (ii) engage in any act intended to facilitate such criminal activity, (iii) use or permit the Premises to be used for, or to facilitate, any criminal activity, or (iv) engage in any acts of violence or intimidation or any threats of violence, verbal or otherwise, including, but not limited to, the discharge or brandishing of firearms or other weapons, on or near the Community or otherwise. For purposes of this section, "drug related criminal activity" includes, but is not limited to, the use of or the manufacture, sale, distribution, dispensation or possession with intent to manufacture, sell distribute, or dispense, marijuana or any other Controlled or Counterfeit Substance, as defined in the Controlled Substances Act (21 U.S.C. 802), as amended from time to time. One or more violations of the provisions of this paragraph will be considered a breach of the Lease and good cause for the immediate termination of your tenancy and your eviction from the Premises. Unless otherwise provided by law, proof of a violation of this paragraph shall not require criminal conviction, but may be based on our reasonable suspicion and a preponderance of the evidence. In addition, if you or any of your occupants have engaged in any criminal activity during the Lease term or otherwise, we may take action to terminate the Lease and pursue eviction-related remedies.

20. Use and Occupancy: The Premises are to be occupied and used solely as a private residence. Therefore, conducting any kind of business in the Premises, or anywhere in the Community, is prohibited. However, a lawful business conducted "at home" by computer, mail or telephone is permissible if customers, clients, patients or other business associates do not come to the Premises for business purposes. Notwithstanding the above, you may operate a family day care in the Premises for children so long as: (i) day care is properly licensed by the State of California; (ii) you provide us with at least 30 days' notice of your intent to operate a family day care in the Premises; and (iii) you otherwise comply with applicable law. If you elect to operate a family day care in the Premises, we may increase the Total Deposits that you are required to pay. Any such increase in the Total Deposit amount will be subject to requirements imposed by state law. We may also ask to be named as an additional insured under your insurance policy. The number of people living in the Premises is subject to applicable local occupancy standards. Only those residents and occupants identified on the Term Sheet, and, subject to the Community's occupancy standards, children born or adopted during the Lease term, may occupy the Premises without our prior written consent. If someone stays with you for more than 15 days (consecutive or otherwise) in any one month, we will consider such person to be an unauthorized occupant and, in order to allow such person to continue residing in the Premises, we must consent. If the person is age 18 or older, we may require him/her to complete an Application for Rental and pay an application fee. If we consent to such person's occupancy in the Premises, we also require that such person, unless he/she is a full-time student residing with a parent or guardian, be named on the Lease as a resident. You acknowledge that we may require that any additional co-residents be screened through our credit and criminal screening process. You understand, however, that some individuals, guests, occupants, etc., who stay at the Community may not have gone through this process. All co-residents who are added as residents to the Lease are accepting the Premises in as-is condition and are agreeing to be jointly and severally liable for the condition of the Premises. You are responsible for your conduct, as well as the conduct of your occupants and guests. You, your occupants and all guests will: (i) show due consideration for neighbors and not interfere with, disturb or threaten the rights, comfort, health, safety, convenience, quiet enjoyment and use of the Community by us, other residents and occupants and any of their guests, agents or invitees; (ii) not engage in abusive, threatening or harassing conduct, including, but not limited to racist conduct, toward us or any employees, agents or representatives, or other residents, occupants or guests at the Community; (iii) you will not unreasonably interfere with our management of the Community; (iv) exercise reasonable care in the use of the Premises and maintain the Premises in a clean, safe and undamaged condition, ordinary wear and tear excepted; (v) comply with all of the policies and procedures contained in the Resident Handbook and Community Policies we delivered to you via My.EquityApartments.com or otherwise; and (vi) comply with federal, state and local laws, regulations, statutes and ordinances which are applicable to the Premises and your tenancy. We reserve the right to be the sole judge of acceptable conduct and to determine the appropriate action necessary to deal with unacceptable conduct, including, but not limited to taking action to terminate your tenancy and to pursue eviction-related remedies. If you elect to have a water bed or other water-filled furniture in the Premises, you must notify us and, notwithstanding the provisions of the Security Deposit paragraph above, we may increase the Total Deposits in an amount not exceeding one-half of the Monthly Apartment Rent shown on the Term Sheet. We may also require you to maintain additional insurance.

21. Restrictions on Assignment and Subletting/Prohibition Against Short-Term Rentals:

- a. You may not assign this Lease or sublet the Premises without our prior written consent. If we do consent to any assignment or sublease, you will remain fully responsible and liable for the payment of the rent and other charges throughout the remainder of the Lease term.
- b. The Premises are not to be used or occupied as a hotel or for any other transient use. Under no circumstances are you to rent space in the Premises to occupants on a short-term basis (for a period of time less than 30 days), or for any short-term occupancy that may be governed by or prohibited by state or local laws, including, but not limited to, those applicable to transient housing, code violations or hotel taxes, unless you receive consent from us. Unless you are given permission by us, you are specifically prohibited from advertising the Premises for rental on sites such as Airbnb, craigslist, Expedia, Hotels.com or any other similar locator sites, regardless of whether the purpose of such advertisement is for short term or transient occupants or for long term rental. Should we become aware of any violation of these short-term stay provisions or incur any loss as a result of your violation of this provision, including but not limited to, any fines or fees assessed against us by any federal, state or local authority, or any loss in business revenue, you will indemnify us and assume full responsibility for any and all such losses that we incur.

22. Repair and Maintenance: You confirm that you have inspected the Premises, found them in a clean, rentable, and undamaged condition (other than items listed in the Move-In/Move-Out Inspection Form that you completed or will complete), and that you accept the Premises in "as is" condition. You specifically acknowledge that no condition exists in the Premises that make the Premises materially dangerous or hazardous to your life, health or safety. If any part of the Premises is in need of maintenance or repair, you agree to notify us immediately. Damages and defects not itemized will be presumed to have first occurred during your occupancy of the Premises. You understand that you are responsible for keeping the Premises in a clean, sanitary and undamaged condition, ordinary wear and tear excepted. You are responsible for properly performing routine cleaning of all interior portions of the Premises. If you fail to keep the Premises clean (including, but not limited to eliminating dirt, filth, scum, grease, oil, mud, scuffs, holes, gouges, burns, stains, tears, cuts, rips, fleas, pests, foul scents or odors (including those relating to smoking), surface mold on caulking at the sinks, tub, shower and other locations, and other conditions which could have been avoided by careful use and routine cleaning), or if you, your occupants or any animals cause damage to the Premises in excess of ordinary wear and tear, you will be responsible for the costs to clean and/or repair such damage. Furthermore, you and your occupants are responsible for maintaining the Premises in a clean and sanitary condition, free of garbage and rubbish and in a condition that does not cause or contribute to a pest or rodent infestation.

23. Fair Housing Accommodations/Modifications: We are firmly committed to the principles of Fair Housing. If you or any person residing in

the Premises, as a result of a disability, requires accommodations to our rules, policies, practices or services, or a physical modification to the Premises and/or the common areas of the Community in order to provide you or your occupants with equal opportunity to use and enjoy the Premises, you will notify us. If you require physical modifications to the Premises, we may require you to enter into a modification agreement identifying the modifications to be made and any restoration obligations you may have.

24. Military Clause:

a. If you become an active duty member of the United States Armed Forces during the Lease term, then, pursuant to the provisions of the Servicemembers Civil Relief Act ("SCRA") and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official orders; (ii) provide at least 30 days' prior written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent and other charges through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the Security Deposit paragraph above.

b. If you are an active duty member of the United States Armed Forces at the time you are signing this Lease, you affirm that the Lease end date does not extend beyond your anticipated discharge, retirement or release from the United States Armed Forces. Pursuant to the provisions of the SCRA and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official permanent change-of-station orders or your official orders to deploy for a period of not less than 90 days; (ii) provide at least 30 days' written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent and other charges through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the provisions of the Security Deposit paragraph above.

c. National Guard officers and enlisted members called or ordered into active state or federal service, or United States military reservists who are called to full-time active duty, may terminate this Lease if called into duty after entering into the Lease. Pursuant to the provisions of the SCRA and other applicable laws, you may be released from your obligations under the Lease, without penalty, so long as you: (i) provide a copy of your official orders; (ii) provide at least 30 days' written notice of your anticipated move-out date; (iii) pay all outstanding balances and rent and other charges through your move-out date; and (iv) make satisfactory arrangements to pay all costs incurred by us to repair the damages caused by you, your occupants or guests, and pets, consistent with the provisions of the Security Deposit paragraph above.

d. Notwithstanding the provisions of the Lease Concessions paragraph above, if you are exercising your right to terminate the Lease pursuant to the SCRA and this Military Clause paragraph, you will not be required to repay any portion of Lease concessions set forth on the Term Sheet. The release of any resident under this provision will not release any other resident or roommate unless the other resident is your spouse or dependent, as defined under the SCRA.

25. Resident Insurance: We strongly recommend that you secure a renters insurance policy covering your personal belongings, which also includes personal liability insurance covering your actions. Unless there is a prohibition imposed by affordability covenants or other restrictions applicable to the Premises, we require all residents to maintain a policy of liability insurance issued by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 per occurrence. If the Term Sheet indicates that Renter's Liability Insurance is required, you must furnish proof of insurance to us on or before the commencement date of the Lease and, assuming you enter into renewal leases with us, you must continue to provide evidence of coverage for all subsequent renewal terms. You can obtain such insurance from Assurant, through Residential Insurance Agency, LLC at www.rentersdirect.com or through the insurance agent of your choice. If you select an insurance company other than Assurant you must name the Community as an Interested Party under your policy. Please note that Residential Insurance Agency, LLC, a licensed insurance agency, is an affiliate of Lessor. Except where prohibited by law, if you fail to obtain and maintain liability insurance as required by this paragraph, you will be in violation of your lease obligations. In such event, we will send a written notice to you demanding that you cure the violation by procuring the insurance and supplying evidence of coverage to us. If you fail to supply evidence of such insurance to us on or before the date set forth in your notice, we reserve the right to procure liability only insurance coverage on your behalf, and to charge you for the amount of the premium paid to the insurance company, not to exceed \$180.00 per year, along with an administrative fee of \$40.00. You agree that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the administrative costs we will incur as a result of procuring the liability insurance coverage for you. If you fail to pay for the liability insurance and/or you allow the expiration or cancellation of any liability insurance policy during your tenancy, without substitute insurance being put in place, this will be considered a default under the Lease.

26. Corporate Units: If the name in the Resident section of the Term Sheet is a company or business (and not an individual person), then the company assumes all responsibility for damage to the Premises and any loss incurred by us or any third party that is caused by any person living in the Premises. The company also agrees to indemnify us for all claims, damages, losses and expenses related in any way to the occupancy of the Premises. The company agrees to identify all persons living in the Premises and to provide written authorization to us to release keys, key cards, and/or access cards to such occupants. The company agrees to maintain, at its sole cost and expense, throughout the term of the Lease and any subsequent renewal terms, the following insurance: Commercial General Liability insurance on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 0196 or another ISO Commercial General Liability "occurrence" form providing equivalent coverage, providing broad form comprehensive general liability coverage, blanket contractual liability coverage, coverage for bodily injury (including death), property damage (including loss of use thereof), products and completed operations with an authorized insurance company with a rating of A X in a minimum amount of One Million Dollars (\$1,000,000) per occurrence. The company must be named the insured and the company shall name the owner of the property, ERP Operating Limited Partnership, Equity Residential, Equity Residential Management, L.L.C., and their affiliates and agents (collectively, the "Lessor Entities") as additional insureds under the required policy. In the alternative, the company may purchase renters liability insurance for the Premises from an insurance company of company's choosing or through the program made available to residents at the Community through Residential Insurance Agency, LLC. If company elects to purchase such renters liability insurance through a company other than Residential Insurance Agency, LLC, the company must name the Community as an Interested Party under the policy. In any event, the company must, on or before the commencement date of the lease, deliver to us a certificate of insurance evidencing the coverage provided, and provide replacement certificates fifteen (15) days prior to the expiration of any required coverage. Except where prohibited by law, if the company fails to obtain and maintain the insurance as required by this paragraph, the company will be in violation of the Lease. In such event, we will send a written notice to the company demanding that it cure the violation by procuring the insurance and supplying evidence of coverage to us. If the company fails to supply evidence of such insurance to us on or before the date set forth in our notice, we may procure such insurance on the company's behalf and charge the company for the amount of the premium paid to the insurance company, not to exceed \$150.00 per year, along with an administrative fee of \$40.00. The company agrees that this administrative fee is a liquidated damages provision and that such amount is a fair and reasonable estimate of the

administrative costs we will incur as a result of procuring the liability insurance coverage for the company. If the company fails to pay for the liability insurance and/or the company allows the expiration or cancellation of any liability insurance policy during the company's tenancy, without substitute insurance being put in place, this will be considered a default under the Lease.

27. Default Remedies: If you fail to perform any of your obligations under this Lease, we may exercise all of our rights under this Lease, at law or in equity. This may include giving you notice to correct or cure such default, taking action to recover possession of the Premises via the eviction process or otherwise, and/or terminating the Lease, all in accordance with applicable law. In addition, we can recover from you all damages, costs and expenses, including, among other things, damage to the Premises, cleaning and trash removal charges, the costs to repair, replace or restore personal property, delinquent rent and other charges, and the amount by which unpaid rent for the balance of the Lease term exceeds the amount of such rental loss that you prove could be reasonably avoided. We can also recover the costs of taking possession of and re-renting the Premises and other fees and charges we incur in enforcing this Lease and collecting outstanding amounts hereunder, even if we do not file formal litigation. The party that does not prevail in any litigation commenced under this Lease will pay all attorneys' fees and costs reasonably incurred by the prevailing party in prosecuting or defending such litigation, up to a maximum of \$2,000. If you terminate your tenancy early, skip or are evicted, you must also repay us a portion of the concessions you received as described in the Lease Concessions paragraph above. In all cases, we reserve the right to report your payment history, outstanding balances, returned item fees, late fees, defaults, and other payment-related activity to consumer reporting agencies who track such information.

28. Abandoned Property: You understand that if you leave personal property in the Premises after you move-out or if you put your property in areas of the Community that are not designated for your use, we can determine that such property has been abandoned and we can take steps to remove or dispose of the property consistent with applicable laws. You agree that the value of any personal property you leave in the Premises after you move out has a value of \$0.00.

29. Notices: Except as otherwise provided by law, all notices that we provide to you will be considered delivered when we put them in the mail, personally deliver them to the premises, or send them via email. All notices from you will be considered delivered when you put them in the mail or personally deliver them to the management office during normal business hours. By providing us with your e-mail address and cell phone number, you agree that we may communicate with you from time to time via e-mail, telephone calls and/or text messages (message and data rates may apply). By entering into this Lease, you expressly authorize us to contact you in such manners. If you wish to opt out of receiving e-mail communications, please unsubscribe using the link at the bottom of the emails. If you wish to opt out of receiving text messages, please follow the instructions at the end of the text. If you wish to opt out of receiving calls to your cell phone, please make that election by notifying the management office. The person designated as the on-site manager for the Community is the person authorized to act on our behalf in connection with this Lease. More formal notices, including service of process on the owner or manager, can also be made by serving our registered service agent:

CT Corporation System
330 North Brand Blvd., Suite 700
Glendale, CA 91203
Telephone Number: 800-888-9207

In addition to U.S. mail and personal delivery options, lease renewal offers may be delivered to you via e-mail, text message and/or via a link to our resident website, My.EquityApartments.com.

30. Liability: To the maximum extent permitted by law, you agree that you will look solely to the owner's interest in the Community for the recovery of any judgment against us and that the owner, the management company, and any of their related and affiliated entities (and any of their officers, directors, trustees, employees, partners, shareholders, insurers, agents and representatives) will never be personally liable for such judgment. Except to the extent prohibited by law, we will not be liable for any damage, loss or injury to persons or property occurring in the Premises or in other areas of the Community. To the fullest extent permitted by law, you agree to hold us harmless and to indemnify us from any such liability or claim.

31. Fire and Casualty: If the Premises are damaged due to fire, explosion, casualty or any other health/safety issue which is not a result of your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any guest of such person), we may elect, in our sole discretion, to repair or re-build the Premises. Rent and other charges shall remain due and owing unless we, in our sole discretion, determine that the Premises or the building is uninhabitable. No penalty shall accrue against us for any reasonable delay in repairing the Premises by reason of adjustment of insurance proceeds, labor disputes, or any other cause beyond our reasonable control. If you are unable to live in the Premises while we conduct the repairs, your rent will be abated during the timeframe the repairs are being conducted. However, if we provide alternative accommodations at our expense during such repair, the rent will not be abated. Finally, if the damage to the Premises is caused by your negligence or intentional conduct (or the negligence or intentional conduct of any person living in the Premises or any agent or guest), the rent and other charges will not be abated, you will be responsible for paying rent and other charges and for any costs we incur to repair the damage, and we will not provide alternative accommodations to you. If we elect to not repair the Premises or if the Premises are substantially or totally destroyed, we may elect to terminate this Lease.

32. Waivers: Our failure to insist upon strict compliance with the terms of this Lease or any delay by us in enforcing your obligations under the Lease will not constitute a waiver of our right to act on other breaches or to make demands on you to perform. Your obligation to pay rent and other charges during the Lease term or during your continued occupancy of the Premises will continue notwithstanding our issuance of any notice, demand for possession, notice of termination of tenancy, institution of any action or forcible detainer, or any other act which might result in the termination of your right to live in the Premises. Unless otherwise restricted by applicable law, our acceptance of rent and other charges from you after it falls due or after knowledge of your breach of any obligations under this Lease is not a waiver of our rights under this Lease nor is it an election to not proceed under any provision of this Lease or the law.

33. Severability: If any provision of this Lease is determined to be illegal, invalid, or unenforceable under present or future laws which are in effect during the Lease term, then, we will substitute similar provisions or language that will make such clause or provision legal, valid, and enforceable. If substitute provisions are not available, then the illegal or unenforceable provision shall be removed from the Lease, but the remaining provisions in the Lease shall remain intact.

34. [Intentionally Omitted]

35. Laws Governing this Lease/Venue: This Lease shall be governed by the laws of the state in which the Community is located, and all legal action arising from this Lease shall be tried in the county where the Community is located.

36. Written Agreement: This Lease, which includes the Term Sheet, these Terms and Conditions, the Resident Handbook and Community Policies, the Move-In/Move-Out Inspection Form, and all Lease addenda or other agreements that may be referenced on the Term Sheet or attached hereto, contains our entire agreement. We both acknowledge that there are no oral understandings between us, and neither of us have relied on any representations, express or implied, that are not contained in this Lease.

37. Joint and Several Liability: Each resident, including all co-residents, is jointly and severally liable for each and every provision of this Lease.

38. General: You confirm that you are of legal age or capacity to enter into a binding Lease for lodging.

39. Additional State-Specific Requirements and Disclosures:

a. **California Proposition 65:** California Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, requires that persons be warned about the presence of chemicals such as tobacco smoke known to the state of California to cause cancer, birth defects or other reproductive harm. Areas within the Community contain such chemicals.

b. **Registered Sex Offenders Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more people and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register. 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.

c. **Universal Waste Notice:** Under the California Universal Waste Rule, universal waste, such as batteries, mercury thermostats, fluorescent lights, cathode ray tube devices (computer monitors, televisions), cell phones, mercury thermometers, and other products containing mercury or other heavy metals are hazardous wastes and are required to be disposed of according to the California Code of Regulations, Title 22, Division 4.5. A complete list of universal waste products, and information about disposal and recycling options, is available on the Department of Toxic Substances Control (DTSC) website at: www.dtsc.ca.gov/HazardousWaste/UniversalWaste/index.cfm. You understand that items considered to be universal waste under the law may not be disposed of in the garbage receptacles we provide at the Community. Rather, such items must be disposed of properly pursuant to the law. You also understand that your failure to properly dispose of your personal universal waste products may subject you to fines and penalties associated with non-compliance with the disposal requirements of the law.

UTILITIES ADDENDUM
(National)

This Utilities Addendum (“Addendum”) is dated effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) by and between Lessor and Resident for the Premises at the Community identified in the Lease.

Refer to the Term Sheet for those utilities and other allocated charges that are applicable to your Community. Note that, although in-unit cable and internet services are listed in the utilities section of the Term Sheet, they are not considered “utilities” that are subject to this Utilities Addendum. This Addendum provides additional information regarding certain utilities for which the Community receives and pays the total utility bill (or bills) for the Community, and for which you either pay us or, in some cases, pay our billing vendor on our behalf. As noted in the Utilities section of the Term Sheet and the Utilities paragraph of the Terms and Conditions, the methods used to determine your portion of the costs for these utilities may be based on a submeter reading, an allocation method, or a flat fee, as described below. The Community’s total cost for these utilities may include additional fees or charges imposed by the utility company or municipality providing the service to the Community, and/or additional costs associated with the service, including costs to maintain and operate the utilities systems, but not billed by the local utility company. In these cases, such additional fees or costs may also be included in the bill you receive from our billing vendor. In some instances, these additional charges may be itemized separately on the bill you receive from our billing vendor. You should also be advised that, in most cases, the Community’s bills for these utilities will include the cost to provide these utility services in the common areas of the Community, which may include amenity spaces, common hallways, swimming pools, lawns and landscaped areas. As a result, your portion of such utility bills may include a portion of the cost to provide such utility services in the common areas.

1. If your Term Sheet indicates that a utility bill is based on a submeter reading, the reading will be used along with the Community’s most recent actual bill(s) for the utility to calculate your bill by either (i) dividing the Community’s cost for the utility by the usage shown on the meters for all apartments in the Community and multiplying that number by the usage shown on your meter; or (ii) dividing the Community’s bill for the utility by the total usage from the master meter(s) for the Community and multiplying that number by the usage shown on your meter; or (iii) using the actual rate shown on the Community’s bill for the utility multiplied by the usage shown on your meter. If the utility company charges us a fixed fee or base charge for each apartment, we will pass that charge through to you. If the Premises has a submeter in place, you will allow us and our vendors to access the Premises from time to time to read the submeter or perform repairs. You also agree that you will not tamper with, adjust, or disconnect any submeter or other measuring device that is installed in the Premises. If we are unable to read the submeter, your charges may be estimated based on prior usage or an average consumption rate.
2. If your Term Sheet indicates that a utility is allocated based on square footage, your bill will be calculated by dividing the Community’s most recent actual bill(s) for the utility by the total square footage of the occupied apartments at the Community, multiplying that amount by the square footage of the Premises, and prorating that amount based on the number of days you had possession of the Premises during the billing period.
3. If your Term Sheet indicates that a utility is allocated based on number of occupants, your bill will be calculated by dividing the Community’s most recent actual bill(s) for the utility by the total number of occupants at the Community, multiplying that amount by the number of occupants in your Premises, and prorating that amount based on the number of days you had possession of the Premises during the billing period. Rather than using the actual number of occupants for this calculation, we may elect to use a ratio occupancy that results in multiple occupants being counted on a less than a “one-for-one” basis. For example, ratio occupancy might allow for one person in an apartment to count as one person in the allocation formula while two persons in an apartment may count as only 1.6 persons in the allocation formula.
4. If your Term Sheet indicates that a utility is allocated based on a combination of square footage and number of occupants, your bill will be calculated by dividing the Community’s most recent actual bill(s) for the utility, applying the square footage formula described in paragraph 2 above to a portion of the cost, applying the occupancy formula described in paragraph 3 above to the remainder of the cost, and adding the two results together.

5. If your Term Sheet indicates that a utility is allocated equally among the number of occupied apartments at the Community (regardless of square footage or number of occupants), then all occupied apartments at the Community will pay the same charge in any given month, and your bill will be calculated (i) by dividing the Community's most recent actual bill(s) for the utility by the total number of occupied apartments in the Community during the billing period and prorating that amount based on the number of days you had possession of the Premises during the billing period; or (ii) by dividing the Community's anticipated average utility costs, adjusted from time to time when our costs change significantly, by the total number of occupied apartments in the Community, prorated based on the number of days you had possession of the Premises during the billing period. Anticipated utility costs in (ii) above may include expected increases in costs so as to keep your bill consistent where the Community's actual costs vary significantly from month to month.
6. If your Term Sheet indicates that a utility charge is based on a flat monthly charge, then your charge for such utility will be in an amount we communicate to you at Lease signing, and will either be billed by our billing vendor or reflected as a monthly charge in the Total Monthly Rent section of the Term Sheet.
7. Our billing vendor may charge us for account set-up fees, meter maintenance fees, monthly billing fees, and other fees and charges in connection with their billing services. If the billing vendor charges such fees, the billing vendor will include the fees on your bill and you will reimburse us for those amounts along with your payment to us for the utility charges.
8. The utility charges for the last billing period that you occupy the Premises will not be based on the Community's most recent actual bill for the utility but will, instead, be estimated by calculating the average of at least three months' of charges for the utility (as allocated to the Premises), dividing that average by the number of days in the billing period, and then multiplying that per diem charge by the number of days you had possession of the Premises since the last billing period ended. Where required, we will use the actual submeter reading for your last month's charge. Your charge for utilities for the final month you occupy the Premises will, if available, be communicated to you and are payable by you prior to move-out. If the charges for the utilities are not available at the time you move out, they will be included on the Statement of Deposit Account that is created and sent to you after you move out.
9. We reserve the right, upon written notice to you, to change the billing method for any utility. We may be required to change the billing method or charge if, for example, the Premises contains submeters and the submeters are unable to be read, we elect to install submeters at the Community, we are required to modify the billing allocation method or formula as a result of legislative or legal requirements, or for other business reasons. By signing the Lease, you agree that we can do this.
10. We do not charge residents at the Community more than our actual or anticipated costs for the utilities that are allocated according to these methods, and, in some cases, if the actual bill for a utility in some months is significantly greater than the average bills for the utility, we may elect to calculate the residents' charges based on an amount that is less than the actual amount billed to the Community. If the Community's actual utility bill is for a billing period that is longer or shorter than our billing period (which is typically a calendar month), we may prorate the bill to reflect the number of days in our billing period.
11. You agree that it is *impractical or extremely difficult* to determine the exact amount of the utilities that you, your occupants and guests consume during the billing period and that the method used to determine your share of the Community's actual costs for the utility service, as described on the Term Sheet and in this Addendum, which may not reflect your actual usage, is fair and reasonable.

BULK IN-UNIT CABLE & INTERNET ADDENDUM
(Communities with Bulk In-Unit Cable and/or Internet Only)

This Bulk In-Unit Cable & Internet Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease – Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

We have entered into a master agreement with cable and/or internet service providers under which such providers provide basic cable and/or internet services to the Community on a “bulk” basis. As per your Term Sheet, the cost for such services in the Premises is either (i) included in your Monthly Apartment Rent (at no additional charge to you); or (ii) reflected as a fixed monthly amount in the Total Monthly Rent Section of the Term Sheet.

You acknowledge that we may, upon thirty days’ written notice to you, terminate the bulk purchasing arrangement and require you to contract directly with the provider for such in-unit services. Additionally, should our monthly costs for the services increase during the Lease term, you agree that we may, upon thirty days’ written notice to you, increase the amount that you are required to pay to us for such “bulk” in-unit services.

You acknowledge that the cable and internet services provided to the Community and the Premises are not utility services that are addressed in any Utilities Addendum included in this lease. In the event of any conflict between this Addendum and the Utilities Addendum, the terms of this Addendum shall control.

SMOKE-FREE LEASE ADDENDUM

This Smoke Free Lease Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (“the Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

You acknowledge that the building in which the Premises is located, and the Community as a whole, are smoke-free living environments, which means both smoking and vaping either tobacco or marijuana is strictly prohibited. You and all of your occupants and guests are prohibited from smoking anywhere in the interior or exterior of the Premises (including balconies and patios), within twenty-five feet of any building entrance, outdoor air intake and/or operable window, or anywhere else in the Community. This policy is intended to benefit all residents of the Community. You are responsible for any violation of this non-smoking policy by you, or any of your occupants or guests.

You understand that we will take reasonable steps to enforce the smoke-free terms of the Lease and to make the Community a smoke-free environment. However, because our ability to police, monitor or enforce the terms of this Addendum is dependent on the full cooperation of all residents, occupants and guests throughout the Community, we cannot guarantee that the Premises or the Community will be totally free from secondhand smoke.

If you or any of your occupants and guests violate the terms of this Addendum, such violation will be deemed a material default under the terms of the Lease, and we will be entitled to exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.



Information on Dampness and Mold for Renters in California

Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see www.cdph.ca.gov/iaq/mold. To see an animated video series, Mold in the Home, visit www.cdph.ca.gov/mold.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.

For more information, visit [CDPH website \(www.cdph.ca.gov/Pages/contact_us.aspx\)](http://www.cdph.ca.gov/Pages/contact_us.aspx)



FALL PREVENTION ADDENDUM (National)

This Fall Prevention Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The safety of our residents and their guests is very important to us. Windows and balconies, while providing views, sunlight and fresh air, can present a danger to those who may not readily perceive certain risks. Falls from balconies or open windows can be fatal. Children and adults with diminished capacity to understand this danger are particularly at risk. Please understand that window screens are not designed to keep people in; they are designed to keep insects out. Additionally, objects placed near balcony railings and under windows can create a climbing hazard. Information regarding child safety can be found at websites such as www.safekids.org, www.cpsc.gov, and www.nsc.org.

To the extent children and/or adults with diminished capacity to perceive risks live with you or are your guests, please consider installing appropriate childproofing devices such as locks for doors leading out to balconies and devices that limit how far your windows can open. If you elect to install childproofing devices, you may do so at your expense upon notifying us. You are required to remove such devices when you vacate your apartment home and are responsible for any damage caused by such installation or removal.

Note that installation of these devices is not a substitute for proper supervision of children and adults with diminished capacity to perceive the risks.

Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

California Statewide Rent Regulation Addendum

This California Statewide Rent Regulation Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

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.

This disclosure does not apply to Residents residing in an apartment subject to an affordable housing program.

PET/ANIMAL ADDENDUM

This Pet/Animal Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (“the Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

No animals are permitted at the premises at any time without our specific written permission and payment of all the applicable pet fees and deposits, including visiting animals.

We may, at our discretion, deny any animal if we believe it to be a threat to others. American Pit Bull Terrier, American Bully, American Staffordshire Terrier, Staffordshire Bull Terrier or any dogs that are cross breeds of or are related to such breeds are not permitted, unless prohibited by law. At our discretion, you may be required to have a licensed veterinarian verify your animal’s weight and breed. We may also request a photograph of your animal for your resident file. Wild (not domesticated) animals and hybrids of wild animals, including wolf and coyote hybrids, are also prohibited, as are monkeys, snakes, ferrets, rabbits, pot belly pigs, and miniature horses.

You certify that, to the best of your knowledge, your animal is not dangerous or potentially dangerous and has not inflicted injury on or bitten a human or domestic animal, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack, nor does your animal have a tendency or disposition to attack unprovoked, to cause injury or otherwise threaten the safety of humans or domestic animals.

Your animal must be on a leash and under your control at all times when walking through the lobby of the building and throughout all other common areas in the building and in the community, including hallways, elevators and parking areas. Never leave your animal on the balcony or patio unsupervised or while you are away. If, at any time, we believe your animal is annoying, bothersome, a nuisance, or a threat to any person or animal, we may require you to remove it from the community. Your animal must be current on their vaccinations and have all required licenses and tags. You are required to comply with any local Sanitation and Health Department ordinance that prohibits animals in the pool area.

You are responsible for all costs we incur to repair damage, remove odors or treat for pests such as fleas and ticks. Any damage caused by your animal, including personal injury, or property damage either in the Premises or anywhere in the Community, is your responsibility. You agree to indemnify and hold Lessor harmless from and against any and all damages, claims, causes of action, liabilities, injuries suffered by persons, or damage to property of any kind, whatsoever, which arise out of, or are caused by your animal and any errors, omissions, or negligence in the supervision of your animal; including without limitation, injuries caused by the animal, bites and diseases caused or carried by the animal.

You are required to immediately pick up and properly dispose of all animal waste. Allowing an animal to relieve itself on a balcony or patio is strictly prohibited.

If the Community currently participates in a Dog Identification Program, or implements this program in the future, you agree to register your dog’s DNA with the Community’s leasing office prior to moving in, within ten days of acquiring a dog or within thirty days of the inception of a

new program. And, you agree to pay any costs associated with registering your dog's DNA, where applicable. A DNA sample will be obtained by swabbing the inside of the dog's cheek. The sample will then be submitted to a lab for analysis and the resulting DNA profile will be registered with the DNA Registry. All un-scooped waste found on the Community grounds will be analyzed for DNA and, once the dog is identified, the owner of the dog will be charged for all costs related to clean-up and testing. Estimated costs are around \$100 per incident, vary by location and are subject to change at any time.

If your Community currently utilizes the services of PetScreening.com (or other similar animal registration service), or your Community implements an animal registration service in the future, you agree to register your animal(s) with the animal registration service prior to moving in, within ten days of acquiring an animal(s), or within thirty days following the inception of the program. And, you agree to pay any costs associated with registering your animal(s) with the animal registration service, where applicable. If you do not have an animal(s), you must still visit the pet registration service and confirm that you have no animals. This includes service animals and/or assistance animals. The animal registration service will review any reasonable accommodation requests for a service animal or assistance animal and will provide the appropriate approvals. If your service animal or assistance animal is approved as part of a reasonable accommodation, any fees associated with registering the animal will be waived.

You understand and acknowledge that you may be required to permanently remove your animal from the Premises if you do not comply with your responsibilities listed in this Agreement, including, but not limited to, failing to register your dog's DNA or failing to register your animal with the animal registration service. Any continued non-compliance with the requirements of this Agreement will be deemed a material default under the terms of the Lease and we will exercise all rights and remedies at law or in equity, consistent with the provisions of the Default Remedies paragraph in the Lease.

SMARTHOME ADDENDUM
(Participating Communities Only)

This Smart Home Addendum (“Addendum”) is dated effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

The Premises have been or will be equipped with Smart Home technology which includes a keyless entry system. The keyless entry system may also provide the option of using a manual key to access the Premises. If you do not wish to access the Premises using the keyless entry system, please contact the Management Office.

Policies, procedures and instructions relating to the Smart Home technology will be provided to you. Your failure to comply with such policies, procedures and instructions will constitute a default under the terms of your Lease.

**PROPOSITION 65 WARNING ADDENDUM
(California Communities Only)**

This Proposition 65 Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Lessor and Lessee for the Premises at the Community identified in the Lease.

Pursuant to California Regulation 27 CCR 25607.35, we are providing you with the following warning about a chemical that is known to cause cancer and birth defects or other reproductive harm that is present at the Community.

Plastic and Vinyl Items - di(2-ethylhexyl)phthalate



WARNING: Plastic and vinyl items, such as flooring, miniblinds, wallpaper, cables and coatings on wires on this property can expose you to di(2-ethylhexyl)phthalate, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to www.P65Warnings.ca.gov/apartments.

CONSTRUCTION AND REHAB ADDENDUM
(Washer Dryer Project)

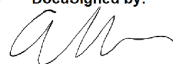
This Construction and Rehab Addendum (“Addendum”) is dated effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (the “Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

We anticipate undertaking major construction at the Community during the term of your Lease. You acknowledge that you may, from time to time, be inconvenienced by the noise and activity that generally accompanies such construction activities. This Addendum is intended to put you on notice of such potential construction activity; however, nothing in this Addendum is intended to be a waiver of either party’s rights or obligations under the Lease.

Construction activity is expected to include, but is not limited, retrofitting the Community apartments with washers and dryers, which will require access to the Premises, and other improvements, repairs and/or replacement construction projects in the Premises or the Community. Residents will be notified in advance of any construction activity affecting their Premises. Any construction activity, including installation of washers and dryers, will not be optional.

You acknowledge and agree that you may, from time to time, be inconvenienced by the noise and activity that generally accompanies such construction activities as outlined in this addendum. In addition, you consent to the retrofitting of the Premises for washer and dryer units and you consent to our accessing the Premises, upon notice to you, to complete such work.

Resident or Residents:
(all Residents must sign here)

DocuSigned by:

F919D579DECC462...
Elana Diestel

RENT REPORTING ADDENDUM

(CA Communities Only)

This Rent Reporting Addendum ("Addendum") is dated and effective as of the date on the Residential Apartment Lease – Term Sheet (the "Term Sheet") to which this Addendum is attached and made a part of (the "Lease") and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

California law requires us to provide you with the option to report your rent payment information to at least one nationwide consumer reporting agency and allow you to make an election to opt-in to the program.


In connection with this offer, please note the following:

- Reporting your positive rent payment information is optional
- If you opt-in, we will report your positive rent payment information to TransUnion
- You may make an election for us to commence reporting your positive rent payment information to TransUnion at any time following receipt of this offer
- In order for us to report your positive rent payment information, you must notify us by either making your election on the resident portal at my.equityapartments.com by toggling "Yes" in the TransUnion Payment Reporting box in the My Profile section or by submitting your election, *in writing* on a form that is signed and dated
- You may elect to have us stop reporting rental payment information at any time; however, if you do so, you will not be able to resume rent reporting for at least six months after you opt-out
- If you make an election to opt-in and later decide to opt-out, you can communicate your opt-out request via the resident portal, sending us an email, or by sending us a letter

If you have already opted-in to positive rent reporting, no action is required.

DocuSigned by: **Residents must sign and date):**

 F919D579DECC462...
 Eiana Diestel
 _____ 5/30/2025 Date _____ Date _____ Date
 _____ Date _____ Date _____ Date
 _____ Date _____ Date _____ Date

**Lessor: Equity Residential Management, L.L.C.,
 as agent for the Owner**
 By:  _____ 05/23/2025
 It's: Authorized Representative Date

PACKAGE ROOM ATTENDANT ADDENDUM
(Participating Communities Only)

This Package Room Attendant Addendum (“Addendum”) is dated and effective as of the date on the Residential Lease - Term Sheet (the “Term Sheet”) to which this Addendum is attached and made a part of (“the Lease”) and is made by and between Lessor and Resident for the Premises at the Community identified in the Lease.

You acknowledge and agree that we have no obligation to accept packages on your behalf. In order to properly manage packages delivered to the Community, we have engaged the services of Luxer to accept and coordinate packages on our residents behalf, and you agree to be responsible for the monthly amount identified on the term sheet for this service.

You will indemnify and hold harmless Lessor, and the owner of the Community, its affiliated and related entities, and its respective past, present and future officers, directors, trustees, partners, members, attorneys, employees, insurers, agents, successors and assigns (“Indemnified Parties”) from any and all claims, demands, liabilities, injuries, damages, and actions, known or unknown, direct or indirect, of whatever kind arising out of or in connection with accepting and/or coordinating packages received in the Community on your behalf.

EXHIBIT D

Search for articles...

All Collections > SmartRent Mobile App > Getting Started > How Do I Sign Up for SmartRent?

How Do I Sign Up for SmartRent?

Updated over a year ago

If you have moved into a community that offers SmartRent, please ask your community manager to move you into the SmartRent system. As part of this process, you should receive an email invitation to activate and create your SmartRent account.

New residents are only invited to sign up for SmartRent by the site team. Residents are not able to add themselves to SmartRent.

Related Articles

[How Do I Log In to SmartRent?](#) >

[How Do I Add New Smart Devices To My SmartRent App?](#) >

[How Do I Use SmartRent If I Don't Have a Smartphone?](#) >

[How to Use Apple Wallet with SmartRent?](#) >

[What Is Community WiFi and How Do I Create My Account?](#) >

Did this answer your question?



Public Help Center

EXHIBIT E

From: SmartRent <support@smartrent.com>
Sent: Wednesday, April 12, 2023 3:08 PM
To: williamsolis@gmail.com
Subject: Your SmartRent Access



Hello, William

Click the button below to receive your access
credential

[Get My Access](#)

Welcome to your new smart home!

SmartRent.com, Inc. © All Rights Reserved.
[Privacy Policy](#)

From: SmartRent <support@smartrent.com>
Sent: Wednesday, April 12, 2023 3:08 PM
To: williamsolis@gmail.com
Subject: Welcome to SmartRent!



Welcome to SmartRent

SmartRent allows you to seamlessly manage all of the smart devices in your home right from your smartphone.

Click the button below to get started:

[Get Started](#)

If you have any questions visit our

[Knowledge Base](#)

or call us at [844-479-1555](tel:844-479-1555)

Enjoy, and welcome to SmartRent!

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[Privacy Policy](#)

EXHIBIT F

Gardner, Melissa

From: SmartRent <support@smartrent.com>
Sent: Tuesday, June 18, 2024 10:40 AM
To: adrianphua07@gmail.com
Subject: Your SmartRent Access



Hello, Adrian

Click the button below to receive your access credential

[Get My Access](#)

Welcome to your new smart home!

SmartRent.com, Inc. © All Rights Reserved.
[Privacy Policy](#)

From: [SmartRent](#)
To: adrianphua07@gmail.com
Subject: Welcome to SmartRent!
Date: Tuesday, June 18, 2024 10:40:21 AM

SmartRent Logo



Welcome to SmartRent

SmartRent allows you to seamlessly manage all of the smart devices in your home right from your smartphone.

Click the button below to get started:

[Get Started](#)

If you have any questions visit our

[Knowledge Base](#)

or call us at [844-479-1555](tel:844-479-1555)

Enjoy, and welcome to SmartRent!

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[Privacy Policy](#)

EXHIBIT G



Secretary of State ASDC

Amended Statement by Foreign Corporation

(Name Change ONLY)

IMPORTANT — Read Instructions before completing this form.

Additional Requirements:

- Certificate Showing the Name Change: If the legal name of the foreign corporation has changed in the state, foreign country or place of formation, this form must be submitted with a current certificate issued by the government agency where the foreign corporation was formed that certifies the change of name and includes both the old and new corporate name. (California Corporations Code section 2107.) Note: A certified copy of the name change amendment does not meet California statutory requirements.
Certificate of Name Approval (Insurers ONLY): If the foreign corporation is subject to the Insurance Code as an insurer, this form also must be submitted with a Certificate of Name Approval issued by the California Insurance Commissioner. (California Corporations Code section 2106.5.)

Filing Fee – \$30.00

Copy Fees – First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 plus copy fees

FILED
Secretary of State
State of California
A0920502
Filing Number
12/20/2021
Filing Date

This Space For Office Use Only

1. Corporate Name (Enter the exact name of the foreign corporation as it is recorded with the California Secretary of State.)

Smartrent.com, Inc.

2. New Corporate Name (Enter the new name of the foreign corporation. Note: The certificate from the government agency where the corporation was formed, as noted in the "Additional Requirements" section above, is not required if legal corporate name has not changed and you are merely filing this form to delete or change a "doing business as" name.)

Smartrent Technologies, Inc.

3. Jurisdiction (Enter the state, foreign country or place where this corporation is formed – must match the jurisdiction on the records of the California Secretary of State.)
4. 7-Digit Secretary of State Entity Number

Delaware

C4264163

5. Read and Sign Below (See Instructions. Office or title not required. Do not use a computer generated signature.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

Handwritten signature of Mike McDonald

Signature

Mike McDonald

Type or Print Name

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "SMARTRENT.COM, INC.", FILED A CERTIFICATE OF MERGER, CHANGING ITS NAME TO "SMARTRENT TECHNOLOGIES, INC." ON THE TWENTY-FOURTH DAY OF AUGUST, A.D. 2021, AT 9:31 O`CLOCK A.M.



Jeffrey W. Bullock, Secretary of State

6209150 8320
SR# 20214160540

Authentication: 205033787
Date: 12-20-21

You may verify this certificate online at corp.delaware.gov/authver.shtml



Business Search i

[Back](#)

Home > Business Search > Business Information

Business Name SMARTRENT TECHNOLOGIES, INC.	Business Type Foreign For-Profit Corporation	Business Status Active
Business ID F22708314	True Name in Domicile SMARTRENT TECHNOLOGIES, INC.	Reason for Status In Good Standing
State of Formation/Jurisdiction DE	Known Place of Business 6811 E Mayo Blvd, Floor 4, PHOENIX, AZ, Maricopa, 85054, USA	
Date of Formation 11/28/2016	Date of Formation in Domicile Jurisdiction 11/28/2016	
Status Date 03/22/2022	Annual Report/COD Due Date 03/16/2027	
Last Annual Report/COD filed 2026	Years Due	
Period of Duration Perpetual		

Character of Business

888888-Other-Other - Other - SmartRent is an enterprise software company that provides a fully integrated, brand-agnostic smart home operating system to residential property owners and operators, as well as homebuilders, iBuyers, developers, and residents.

513210012-Software publishers, packaged

Principal Office or Statutory Agent Information in Foreign Jurisdiction

Do the laws of your foreign jurisdiction require you to maintain an office in that jurisdiction?
No

Statutory Agent Address in Foreign Jurisdiction
Harbor Business Compliance Corporation - 2915 Ogletown Road, Newark, DE, New Castle, 19713, USA

Authorized Shares (1)



Class	Series	Total No. of Authorized Shares	Total No. of Issued Shares
Common	-	1,000.00	0.00

Statutory Agent Information

Agent Type Business	Agent Name Registered Agents Inc	Attention Registered Agents Inc
Status Active		
Physical Address Attention Registered Agents Inc	Statutory Agent Address (Physical Address) 4539 N 22ND ST, STE R, PHOENIX, AZ, Maricopa, 85016, USA	Mailing Address Attention -
Mailing Address 4539 N 22ND ST, STE R, PHOENIX, AZ, Maricopa, 85016, USA	Effective Date -	

Principals Information (4)

Title	Principal Type	Name	Attention	Address	Mailing Address	Date Taking Office	Term of Office
Director	Individual	Frederick Tuomi	-	6811 E Mayo Blvd, Floor 4, PHOENIX, AZ, Maricopa, 85054, USA	-	-	-
President	Individual	John Dorman	-	6811 E Mayo Blvd, Floor 4, PHOENIX, AZ, Maricopa, 85054, USA	-	-	-
Secretary	Individual	Kristen M Lee	-	6811 E Mayo Blvd, Floor 4, PHOENIX, AZ, Maricopa, 85054, USA	-	-	-
Treasurer	Individual	Jordan Hymas	-	6811 E Mayo Blvd, Floor 4, PHOENIX, AZ, Maricopa, 85054, USA	-	-	-

Filing History	<u>Name History</u>	Stat. Agent History	Service History	Restructuring History	Microfilm History		
Business Name	True Name in Domicile	Filing Number	Filing Date	Filing Description	Effective Start Date	End Date	Reservation/Registration ID
SMARTRENT TECHNOLOGIES, INC.	SMARTRENT TECHNOLOGIES, INC.	21111816385887	11/18/2021 03:38 PM	Amendment to Application for Authority	11/18/2021 03:38 PM		
SMARTRENT.COM, LLC	SMARTRENT TECHNOLOGIES, INC.		03/16/2018 12:00 AM		03/16/2018 12:00 AM	03/16/2018 12:00 AM	
SMARTRENT.COM, INC.	SMARTRENT TECHNOLOGIES, INC.		11/28/2016 12:00 AM		11/28/2016 12:00 AM	11/19/2021 02:15 PM	

EXHIBIT 9



Resident & Business

SmartRent® Service Agreement and Terms of Service

Last Modified: September 15, 2025.

You must read through the Terms before you can click on “I Agree.” By clicking in the checkbox and the “I Agree” button or executing an order, you are agreeing to be bound to these Terms. You will not be permitted to access the Services, Network, or use the Site unless you click “I Agree”. If you do not agree, do not click “I Agree.”

1. Introduction

SmartRent Technologies, Inc. (“SmartRent,” “we,” “our,” or “us”) is pleased to provide you with access to the www.smartrent.com website (“Site”), our WiFi network (“Network”), and the services or Network offered by SmartRent at the single-family house, student rental, apartment and/or apartment complex (“Property”) where you visit, park, work, or live (collectively, the “Services”). Except as otherwise specified in this Agreement (as defined below), reference to the Site and/or Services also includes the content, services, and any software that SmartRent provides that allows you to access and use the Site and/or Services from a Mobile Device (“Mobile Device”).

SmartRent does not guarantee up-time or specific rates of speed for the Services. SmartRent has no control over information obtained through the Services and cannot be held responsible for its content or accuracy. We do not guarantee the Site and/or Services will be available at all times or the quality of its performance. You agree that you assume all risk associated with your use of the Site and/or Services.

This SmartRent Services Agreement and Terms of Service (“Agreement”) is a legal document and is binding on the parties, and your use of the Network is conditioned upon your acceptance and agreement to the terms herein. Please read it carefully to make sure you understand the obligations that it creates. The Agreement governs your access to and use of the Network, Services, and the Site, and the contents therein.

SmartRent reserves the right to amend, alter, or modify the Agreement at any time without advance notice of such changes. In the event we make material changes to this Agreement, we will provide you with notice, addressed to the email address you provided. It is your sole responsibility to ensure that the email address provided is active and can receive emails from us, and SmartRent will not be liable for your failure to receive notices sent to a properly addressed email.

By using the Site and/or Services, you agree to be bound by the terms of this Agreement on behalf of yourself and all members of your household, staff, employees, and others who use the Services under your account. If you do not accept the terms of this Agreement, you may not use the Services.

2. Assumption of Risk

You are responsible for ensuring that all devices or equipment you use to connect to the Network are running up-to-date anti-virus software. You acknowledge you are aware that your failure to maintain proper safeguards on any device or equipment connected to the Internet through the Network, which may expose it to worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third parties.

You understand that wireless Internet access is inherently not secure, and you should adopt appropriate security measures when using the Network. You are solely responsible for the security of your equipment that you use to access and use the Network.

3. Purchases and Payment

3.1. Payment for Network Connectivity

This section is only applicable if you are required to pay for access to the Network pursuant to a separate agreement with SmartRent or your Landlord.

3.1.1. Payment to Landlord

If payment is collected by your Landlord, then in consideration for providing access to the Network, you agree to pay your Landlord the amount due for the Network Connectivity service you elected, and further agree to abide by the payment schedule and terms established with your Landlord. Network service termination will be processed in accordance with the terms established with your Landlord.

3.1.2. Payment to SmartRent

If payment is collected by SmartRent, then in consideration for providing access to the Network, you hereby agree to pay SmartRent monthly the amount due for the Network Connectivity service you selected in accordance with the SmartRent Network Connectivity Payment Terms found [here](#). Those SmartRent Network Connectivity Payment Terms will remain in effect until your subscription to the Network expires or otherwise terminates.

3.2. Payment for Product Purchases

If applicable, you agree to pay all fees or charges to your account for any product purchases you make through the Services. SmartRent will charge your payment method when your item ships. If you do not pay on time or if we cannot charge your credit card, PayPal, or other payment method for any reason, we reserve the right to either suspend or terminate your access to the Service.

You expressly agree and permit SmartRent to bill you for the applicable fees, any applicable tax, and any other charges you may incur in connection with purchases made through the Service, and the fees will be billed to your account. If you have a balance due on any account, you agree that SmartRent may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Refunds for any purchased items through the Services will be in accordance with such purchased items' product warranties provided by the manufacturer of such product.

4. Network Registration Responsibilities

As part of completing your registration for access to the Network, you must establish an identity with your email address by selecting a password. You are solely responsible for maintaining the confidentiality of your username and password. You agree to take all reasonable measures necessary to ensure that your username and password is not used by another person. You agree that you are solely responsible for the use of your computer, devices, password, name, or username in connection with the Network by anyone other than yourself, and for ensuring that any such person does so in accordance with this Agreement.

5. Equipment for Network Access

To use the Network, you must meet the minimum computer, device, in-home network, and system requirements as identified by SmartRent [here](#).

Computer Equipment: The minimum equipment configuration standards may change from time to time and SmartRent is not responsible for supporting any equipment. If you are using equipment such as modems, gateways, routers, or wireless cards provided to you by SmartRent, you acknowledge that such equipment may require updates and/or changes from time to time and that you may be required to perform such updates and/or changes, as instructed by us. Notwithstanding the foregoing, you hereby authorize SmartRent to perform updates and/or changes to such equipment, on-site or remotely from time to time as we deem necessary.

Software: SmartRent does not support third party software or firmware. Any and all software and firmware provided by SmartRent for Network access is the property of SmartRent and/or its licensors. SmartRent hereby grants you a nonexclusive, nontransferable license to install and use on your equipment the software for use solely in connection with the use of the Network. Upon any termination of your access to the Network, this license will terminate.

No Technical Assistance: SmartRent does not provide technical assistance for the equipment or any software, including but not limited to gaming systems. Any questions concerning the equipment or software should be directed to the manufacturer of that product. Unless you have entered into an equipment service agreement with SmartRent, SmartRent is not responsible for the operation or support, maintenance, or repair of any equipment, software, or services that you use in connection with accessing the Network.

6. Monitoring and Enforcement of Access

SmartRent, in its sole discretion, will determine whether your use of the Network, Services and/or the Site is in compliance with the Agreement. To determine such compliance, SmartRent may take actions, including but not limited to:

- Monitor your use of the Services and the Site for any purpose in our sole discretion and as SmartRent sees fit.
- Take any action SmartRent deems necessary if we believe your conduct on the Services or the Site violates the Agreement and/or could create liability for SmartRent.
- Disclose your identity or other information about you to any third party who claims that material you posted on the Site or Services violates their rights, including without limitation, their intellectual property rights or their right to privacy.
- Take legal action, including without limitation, referral to law enforcement, for any illegal use of the Services or the Site.
- Terminate or suspend your access to all or part of the Services and/or the Site for any or no reason, including without limitation, any violation of this Agreement.

7. Prohibited Uses

As an express condition to your use of the Network, Services, or the Site, you understand, acknowledge, and agree that you will not:

- Send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity or is illegal.
- Use it for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way, including without limitation, by exposing them to illegal or inappropriate content, asking for personally identifiable information, or otherwise.
- Transmit, or procure the sending of, any advertising or promotional material, including without limitation, any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- Impersonate or attempt to impersonate any person or entity.
- Engage in conduct that restricts or inhibits anyone’s use or enjoyment of the Services or the Site, or which, as determined by us, may harm SmartRent or users of the Services or the Site or expose them to liability.
- Use it in any way that violates any applicable federal, state, local, or international law or regulation (including without limitation, any laws regarding the export of data or software to and from the US or other countries).
- Use it in any manner that could disable, overburden, damage, or impair the Services or the Site or interfere with any other party's use of the Services or the Site, including without limitation, their ability to engage in real time activities through the Services and the Site.
- Use an automated device, process or means, including but not limited to a bot or worm, that can access Services or Site resources, for the purpose of monitoring or copying any Network traffic, Services activity, or Site activity.
- Use any manual process to monitor or copy any Network traffic or resources available on the Network or for any other unauthorized purpose without our prior written consent.
- Interfere with the proper working of the Services or the Site.
- Introduce malware such as viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or can be technologically harmful to the proper operation of the Services or the Site.
- Gain unauthorized access to, interfere with, damage, or disrupt any part of the Services, the Site, or any server, computer, database, or other resource or element connected to the Services or the Site.

- Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Services or the Site.
- Connect to “Peer to Peer” file sharing networks or download large files, such as CD ISO images.
- Access another person's computer, computer account, files, or data without permission.
- Attempt to circumvent or subvert system or network security measures.
- Create or run programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system.
- Use any means to decode or otherwise obtain restricted passwords or access control information.
- To otherwise attempt to interfere with the proper working of the Services or the Site.

This list is illustrative and shall not be deemed exhaustive of our rights.

In the event of a violation of these Prohibited Uses, SmartRent reserves the right to: (a) terminate access to your account, your ability to post to the Site (or use the Services); and (b) refuse, delete, or remove any Submissions, with or without cause and with or without notice, for any reason or no reason, or for any action that SmartRent determines is inappropriate or disruptive to the Site or the Services, or to any other user of the Site and/or Services. SmartRent may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, SmartRent will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Services and Site or on the Internet.

8. Content Standards

As an express condition to your use of the Network, Services, or the Site, you understand, acknowledge, and agree that you will not use the Network, Services, or the Site to send, knowingly receive, upload, download, use, or re-use any content which:

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violates the legal rights (including without limitation the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Is intended to or is reasonably likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- Impersonates any person or misrepresents your identity or affiliation with any person or organization.

- Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Gives the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

This list is illustrative and shall not be deemed exhaustive of our rights.

In the event of a violation of these Content Standards, SmartRent reserves the right to: (a) terminate access to your account, your ability to post to the Site (or use the Services); and (b) refuse, delete, or remove any Submissions, with or without cause and with or without notice, for any reason or no reason, or for any action that SmartRent determines is inappropriate or disruptive to the Site or the Services, or to any other user of the Site and/or Services. SmartRent may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, SmartRent will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Services and Site or on the Internet.

9. Site or Services Submissions

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds, and other content or material that you submit, upload, post, or otherwise make available on or through the Site (each a "Submission") and through the Services. When you provide Submissions, you agree that those Submissions shall not be in violation of any provision in this Agreement. You may not upload, post, or otherwise make available on the Site or Services any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark, or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights, or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability, and appropriateness.

Unless otherwise explicitly stated herein or in SmartRent's privacy policy, you agree that any Submission provided by you in connection with the Site and the Services is provided on a non-proprietary and non-confidential basis. You hereby grant SmartRent a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit, and distribute each of your Submissions, or any portion thereof, in any form, medium, or distribution method now known or hereafter existing, known, or developed, and authorize others to use the Submissions. SmartRent may modify or adapt your Submissions in order to transmit, display, or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services, or media.

You agree to pay for all royalties, fees, damages, and any other monies owing to any person by reason of any Submissions posted by you to or through the Site or the Services.

10. Proprietary Rights

SmartRent is a registered trademark of SmartRent in the United States. Other trademarks, names and logos on the Site are the property of their respective owners.

Unless otherwise specified in this Agreement, all information and screens appearing on the Site and Services, including documents, services, site design, text, graphics, logos, images, and icons, as well as the arrangement thereof, are the sole property of SmartRent, Copyright © of SmartRent. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The Mobile Application software that is provided to you through the Site and Services and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if you are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

11. Intellectual Property Infringement & DMCA Notification

SmartRent respects the intellectual property rights of others, and requires users of the Site, Services and/or Network to do the same. SmartRent may, in appropriate circumstances and at our discretion, terminate Services and/or access to the Site or Services for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site or through the Services, please provide SmartRent's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site or the Services, and information reasonably sufficient to permit SmartRent to locate the material;
- Information reasonably sufficient to permit SmartRent to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

SmartRent's agent for notice of claims of copyright or trademark infringement on the Services and Site can be reached as follows:

SmartRent Legal Department
6811 E. Mayo Blvd
Fourth Floor
Phoenix, AZ 85054
Email: legal@smartrent.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to individual liability.

11.1. Submitting a DMCA Counter-Notification

If removal to copyright-protected material that you provided is required pursuant to a valid DMCA take-down notice, SmartRent will notify you that such material has been removed or access disabled. If you receive such notice, you may provide a counter-notification in writing to SmartRent's designated agent that includes the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which SmartRent may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

11.2. Termination of Access for Infringement

SmartRent reserves the right, in its sole discretion, to terminate the account or access of any user of the Site, Network, or Services who is the subject of or receives repeated DMCA or other infringement notifications.

12. Advertisements and Third-Party Links

The Site and Services may be linked to other websites that are not SmartRent sites, including payment processing services that we work with to facilitate your purchase of any products on the Site and Services (all such sites, the "Third-Party Sites"). Certain areas of the Site and Services may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on the Site and Services to be shared with your contacts in your Third-Party Site account, and in certain situations, you may be transferred to a Third-Party Site through a link that may appear that you are still on the Site and Services. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than SmartRent, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy, terms and conditions, and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides, and privacy policies of any of Third-Party Sites. SmartRent has no control over Third-Party Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of such Third-Party Sites. Without limiting any other

provision in this Agreement, you agree that SmartRent WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Though the Site and Services may include advertisements for other services or products, any reference on the Site and Services to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply SmartRent's endorsement or recommendation of such product, service, publication, institution, organization.

13. Mobile Applications

SmartRent makes available Mobile Applications to allow for access to the Site and the Services via a user's Mobile Device. To use the Mobile Application, you must have a Mobile Device that is compatible with the mobile service provider. SmartRent does not warrant that the Mobile Application will be compatible with your Mobile Device.

SmartRent hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one Mobile Device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application.

You acknowledge that SmartRent may, from time-to-time issue upgraded versions of the Mobile Application and may automatically electronically upgrade the version of the Mobile Application that you are using on your Mobile Device. You consent to such automatic upgrading on your Mobile Device and agree that this Agreement will apply to all such upgrades.

The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and SmartRent and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Apple iOS-powered Mobile Device (an **"iOS App"**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Apple, Inc. (**"Apple"**).
- Your use of SmartRent's iOS App must comply with Apple's then-current App Store terms of service.
- SmartRent, and not Apple, is solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.

- You agree that SmartRent, and not Apple, is responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by this Agreement and any law applicable to us as provider of the iOS App.
- You agree that SmartRent, and not Apple, shall be responsible, to the extent required by this Agreement, for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- You agree that Apple and Apple’s subsidiaries are third-party beneficiaries to this Agreement as it relates to your license of SmartRent’s iOS App. Upon your acceptance of Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Android-powered Mobile Device (an **“Android App”**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Google, Inc. (**“Google”**).
- Your use of SmartRent’s Android App must comply with Google’s then-current Android Market terms of service.
- Google is only a provider of the Android Market where you obtained the Android App. SmartRent, and not Google, are solely responsible for SmartRent’s Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to SmartRent’s Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to SmartRent’s Android App.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Android-powered Mobile Device and obtained from the Amazon App Store (an **“Amazon Android App”**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Amazon.com, Inc. (**“Amazon”**).
- Information that SmartRent collects from you or your device are subject to this Agreement and SmartRent’s privacy policy, and not to Amazon’s privacy policy.
- Amazon has no obligation or liability to you with respect to SmartRent’s Amazon Android App and the Services and Content available thereon. SmartRent, and not Amazon, are solely responsible for SmartRent’s Amazon Android App and the Services and Content available thereon.
- The Amazon Android App does not include any software that you may need to install on your Mobile Device in order to download applications from the Amazon App Store (the “Appstore Software”). The Appstore Software is licensed to you by Amazon pursuant to the terms of the then current Amazon Appstore for Android terms of use.

14. Using the Site and the Services

You can view certain parts of the Site and Services and not use any Services or the Site.

However, in order to access certain password-restricted areas of the Site and Services, you must register with us for an account and receive a password. You will also need to register in order to make a purchase, view your order history, and to see your device management dashboard, and to make use of certain Services and certain portions of the Site and Services.

The Services are not meant to serve regions outside the United States or Canada. SmartRent makes no representations or warranties that the Services are appropriate for use from locations outside the United States or Canada or compliant with laws outside the United States or Canada. If you choose to access the Services from outside the United States or Canada in violation of these Terms, you are responsible for compliance with local laws in relation to your use of the Services.

15. Password Restricted Areas of the Site and Services

If you desire to register for an account with SmartRent, you may be required to submit your name, e-mail address, and phone number through the account registration page on the Services or we may collect such information from your Landlord, and you will be required to set your password. If you are a resident of a property that contracts with us (a **“Resident”**), your property manager (the **“Property Manager”**) may provide us with additional information necessary to enable to access and use our device control dashboard, which allows you to control the smart devices in your residential unit. You consent to the Property Manager providing us with such information so that we may provide you with access to the Services. Once you have submitted your account registration information, our administrator shall have the right to approve or reject the requested registration, in our administrator’s sole discretion. If your account is approved by our administrator, you will be sent an e-mail that contains a password that will allow you to log- on to the Services using that password for the first time you log into your account on the Services to complete the account registration process.

You are responsible for maintaining the confidentiality of your password, and you are responsible for all activities that occur using your password. You agree not to share your password, let others access or use your password or do anything else that might jeopardize the security of your password. You agree to notify us if your password for this Services is lost, stolen, if you are aware of any unauthorized use of your password on this Services or if you know of any other breach of security in relation to this Services.

All the information that you provide when registering for an account and otherwise through the Services must be accurate, complete, and up to date. You may change, correct, or remove any information from your account by either logging into your account directly and making the desired changes or contacting SmartRent using the contact information at the end of these Terms, requesting that we make the change.

16. Service Communications

Acting on behalf of you, your Property Manager, your Landlord, or your Employer, we may provide notices to you regarding this Agreement and/or as part of the Services by electronic communications (including emails, text messages,

and notifications through the Mobile Application). Text messages may be sent to the phone number we have on file, and emails will also be sent to the address we have on file. These electronic communications may include notices about account updates, access code details, two factor authentication, maintenance communications, product changes and updates, service outages, reminders, and other information concerning or related to these Terms and/or the Services. These electronic communications may affect your legal relationship with SmartRent, so you should read or listen to them carefully.

SmartRent does not charge for text messages, but you may incur charges or fees by your wireless provider to receive or reply to them. For example, where a communication must be sent to a Mobile Device (for example, for the purposes of two-factor authentication, an access code), you are responsible for procuring and paying for that device, and for any charges from your mobile service carrier, which are your sole responsibility. Message and data rates may apply. Landline and international numbers are not eligible for this feature.

SmartRent relies on the contact information that you provide, including but not limited to your email address and telephone numbers, to be accurate and up to date. This enables us to protect your security and the security of the Services. You must immediately notify us of any changes to this information, including any breach of your security or unauthorized use of your Mobile Device. If you do not do so, you may be held responsible for any costs, losses, or damage suffered as a result.

Message frequency is dependent on the Service usage. You may opt out of receiving text messages at any time by replying "STOP" from the Mobile Device receiving the text messages. In addition, you may text "STOP" to opt out at any time. You may continue to receive text messages for a short period while we process your request, and you will also receive a one-time text message confirming receipt of your request. For text message Service support or assistance, reply "HELP".

We may change any short code or telephone number we use to operate the text message Service at any time. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received, and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the text message service and SmartRent are not liable for delayed or undelivered messages. If you change your mobile phone number, you agree to opt out of the text message service prior to changing your mobile number. Without limiting any other provision in this Agreement, you agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from your use of the text message service or from you supply us with a phone number that is not your own. Please refer to the SmartRent Privacy Policy, which is available [here](#), for more information.

17. Bandwidth

You understand and agree that SmartRent does not guarantee that any particular amount of bandwidth on the Network or guarantee that any speed or throughput will be available. You understand and agree that the speed of your Internet service will vary depending upon a number of factors, including your equipment, Internet traffic, Network capacity limitations, system failures, modifications, upgrades, repairs, governmental actions, and other events beyond SmartRent's control.

18. Minors

By using the Network, the Services, or the Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a “Minor”), that you are using the Services, Network and/or the Site with the consent of your parent or legal guardian and that you have received your parent’s or legal guardian’s permission to consent to this Agreement. If you are a parent or legal guardian of a Minor, you are liable for the Minor’s use of the Services, Network, and/or the Site. **Persons under the age of 13 are prohibited from using the Services, Network, or Site.**

19. Termination of Access

You may terminate your access to the Services as set forth in the agreement between you and the Landlord.

SmartRent may terminate this Agreement and/or your access to the Site, Network, or Services at any time and without notice, upon a breach of this Agreement. In the event of termination for breach, SmartRent may impose an early termination fee that is the greater of one month’s service or the prorated amount of the remaining subscription/service term.

Upon termination: (i) the rights granted by SmartRent to you will cease immediately (except as set forth in this section); (ii) the rights granted by the Landlord will cease immediately; and (iii) after a commercially reasonable period of time, SmartRent may delete any data relating to your account.

20. Warranty

SMARTRENT IS NOT LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTION, HOWEVER CAUSED. SMARTRENT IS NOT LIABLE FOR ANY DAMAGE, UNDESIRE RESOURCE USAGE, OR DETRIMENTAL EFFECTS THAT MAY OCCUR TO YOUR EQUIPMENT AND/OR SOFTWARE WHILE YOUR EQUIPMENT IS ATTACHED TO THE NETWORK OR USING THE SITE OR SERVICES. SMARTRENT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, UNINTERRUPTED, OR ERROR FREE SERVICE.

SMARTRENT, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, THE NETWORK, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE”, AND “WHERE-IS” BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SMARTRENT DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE, OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

ANY PRODUCTS YOU PURCHASE THROUGH THE SITE AND SERVICE SHALL BE SUBJECT TO THE MANUFACTURER'S WARRANTY, IF THE MANUFACTURER PROVIDES ANY WARRANTY. YOU AGREE TO MAKE ANY WARRANTY CLAIMS DIRECTLY AGAINST THE MANUFACTURER OF A PRODUCT, AND NOT SMARTRENT.

21. Waiver and Indemnity

YOU AGREE TO WAIVE AND HOLD SMARTRENT, ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS AS WELL AS EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS HARMLESS FROM ANY CLAIMS, WHETHER LEGAL OR EQUITABLE, INCLUDING ANY CLAIMS ARISING FROM TORT, CONTRACT, STATUTORY LAW OR OTHER REGULATION, THAT YOU MAY HAVE THAT ARISE OUT OF OR RELATE TO YOUR USE OF THE NETWORK, THE SITE, OR THE SERVICES, INCLUDING FROM ANY INVESTIGATIONS UNDERTAKEN BY EITHER SMARTRENT OR LAW ENFORCEMENT AUTHORITIES. **YOU ACKNOWLEDGE THAT SMARTRENT IS THE SOLE PROVIDER OF THE NETWORK, THE SITE AND THE SERVICES AND AGREE TO WAIVE AND HOLD HARMLESS THE OWNER OF THE PROPERTY, THE PROPERTY MANAGER, AND LANDLORD AS WELL AS EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY CLAIMS, WHETHER LEGAL OR EQUITABLE, INCLUDING ANY CLAIMS ARISING FROM TORT, CONTRACT, STATUTORY LAW OR OTHER REGULATION, THAT YOU MAY HAVE THAT ARISE OUT OF OR RELATE TO YOUR USE OF THE NETWORK, THE SITE, OR THE SERVICES.**

YOU AGREE TO INDEMNIFY SMARTRENT, ITS AFFILIATES, LICENSEES, SERVICE PROVIDERS, THE PROPERTY OWNER, THE PROPERTY LANDLORD, AND THE PROPERTY MANAGER FROM ANY LIABILITY ARISING FROM YOUR USE, YOUR GUESTS' USE, OR YOUR INVITEES' USE OF THE NETWORK, THE SITE, OR THE SERVICES.

22. Limitation of Liability

SMARTRENT SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITE, OR FROM YOUR USE OF THE PRODUCTS PURCHASED ON THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SMARTRENT BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF SMARTRENT KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL SMARTRENT'S LIABILITY EXCEED FIVE HUNDRED DOLLARS (\$500).

YOU ACKNOWLEDGE AND AGREE THAT IF YOU ARE A USER, RESIDENT, OR NON-RESIDENT USING THE SITE OR THE SERVICES, THE PROPERTY MANAGER AND THE OWNER OF THE PROPERTY AT WHICH YOU ARE ACCESSING THE SERVICES HAVE NO LIABILITY TO YOU FOR THE SITE OR THE SERVICES PROVIDED BY SMARTRENT.

23. Dispute Resolution and Arbitration; Class Action Waiver

This Dispute Resolution and Arbitration; Class Action Waiver section (collectively, the **"Dispute Resolution"**) provides that all disputes between you and SmartRent shall be resolved by binding arbitration and that you expressly waive your right to a court or jury trial and/or your right to initiate a class action. For the purpose of this Dispute Resolution section, the reference to SmartRent includes its directors, employees, agents, affiliates, licensees, service providers, property landlord, and property manager. Prior to bringing action for any dispute, you must first give SmartRent an opportunity to resolve the dispute. You must commence this process by mailing a written notification to SmartRent at 6811 E. Mayo

Blvd, Fourth Floor, Phoenix, AZ 85054. That written notification must include (1) your name, (2) your address, (3) a written description of your dispute, and (4) a description of the specific relief you seek. If SmartRent does not resolve the dispute within 45 days after it receives your written notification, you may pursue your dispute in arbitration.

ARBITRATION REPLACES THE RIGHT TO GO TO THE COURT TO RESOLVE DISPUTES. YOU AGREE THAT ANY AND ALL DISPUTES, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be heard by one independent arbitrator who shall be an attorney or retired judge. The arbitration shall be held in Scottsdale, Arizona. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1, et seq.) will be governed by it and not by any state arbitration law. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding any preexisting right of the tribunal to rule upon the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

Confidential. Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions, or orders of the arbitrator), shall remain confidential and not be disclosed to anyone other than the parties to this Agreement.

Limitations Period. Any and all claims and actions arising out of or relating to the use of the Services shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

24. Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of the State of Arizona, excluding its conflict of laws principles. The exclusive jurisdiction for any dispute not covered by the terms of the Dispute Resolution provision set forth in this Agreement may be filed only in the state or federal courts located in the State of Arizona, United States.

YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

25. No Waiver

No waiver of any provision in this Agreement shall be effective unless made in writing and signed by SmartRent. No waiver of any provision, or any breach of this Agreement shall constitute a waiver of any other provisions or constitute acceptance of any other or further breach.

26. Severability

If any provision or portion of this Agreement should be held unenforceable, illegal, or invalid for any reason, then that provision or portion shall be modified or deleted in such manner as to render the remainder of the provision and remaining provisions of the Agreement valid and enforceable.

27. Local Laws; Export Control

SmartRent controls and operates the Site, Network, and the Services from its headquarters in the United States of America, and the Materials may not be appropriate or available for use in other locations. If you use the Site and Services outside the United States of America in violation of these Terms, you are responsible for following applicable local laws.

28. Feedback

If you send or transmit any communications, comments, questions, suggestions, or related materials to us, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, the Network, the Services, Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and SmartRent is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant SmartRent an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that SmartRent is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

29. General

29.1 Assignment

You may not assign or transfer any part of this Agreement without the written consent of SmartRent. SmartRent may assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

29.2 Force Majeure

SmartRent shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law or other causes beyond the reasonable control of SmartRent (for example, acts of god, strike, embargo, terrorist attack, war, physical or electronic sabotage, earthquake, fire, explosion, flood, drought, severe weather, natural disaster, supplier failures, power failure, internet or communications failures, third party internet services provider failures, denial-of-service attacks, epidemics, pandemics, public health emergencies, strikes or other labor issues, supply issues, travel bans, acts of government or governmental agencies, insurrection or riot).

29.3 Notice

Notices must be sent via first class, airmail, or overnight courier and are deemed given when received. Notices may also be sent to the applicable account email address and are deemed given when sent. Notices to SmartRent must be sent to SmartRent Technologies, Inc., 6811 E. Mayo Blvd, Fourth Floor, Phoenix, AZ 85054, Attn: Chief Financial Officer, with a copy to the Legal Department.

29.4 Entire Agreement and Agency

The Agreement, including any Order Form and the SmartRent's Privacy Policy, constitute the entire agreement between you and SmartRent with respect to the subject matter of this Agreement, and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Master Services Agreement (if applicable), this Agreement, the order form, and the Privacy Policy. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service.

30. Contact SmartRent

If you have any questions about these Terms or otherwise need to contact SmartRent for any reason, you can reach SmartRent at:

Phone: 1 (833) 767-8736

Contact SmartRent:info@smartrent.com or <https://smartrent.com/contact-smartrent/>

Contact Sales:sales@smartrent.com or <https://smartrent.com/contact-smartrent/>

Contact Support:support@smartrent.com or <https://smartrent.com/contact-smartrent/>

EXHIBIT 11



SmartRent Terms of Service

THESE TERMS AND CONDITIONS (THE "TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND THE SMARTRENT.COM, INC. (THE "COMPANY"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT THE URL: WWW.SMARTRENT.COM AS WELL AS ALL ASSOCIATED SITES LINKED TO WWW.SMARTRENT.COM BY THE COMPANY, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "SITE"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "SITE" INCLUDE THE CONTENT, SERVICES AVAILABLE THROUGH THIS SITE (THE "SERVICES") AND ANY SOFTWARE THAT THE COMPANY PROVIDES TO YOU THAT ALLOWS YOU TO ACCESS THE SITE FROM A MOBILE DEVICE (A "MOBILE APPLICATION"). BY CLICKING THE "I ACCEPT" BUTTON BELOW AND USING THIS SITE, YOU ARE AGREEING TO ALL THE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE, ANY SERVICES AVAILABLE THROUGH THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE. NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH THE COMPANY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

Changes.

The Company may make changes to the content and Services offered on the Site at any time. The Company can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site and updating such posted Terms with the latest update date. By using this Site after the Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

General Use.

By using this Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a "Minor"), that you are using the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the Site and agree to its Terms. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless the Company if the Minor breaches any of these Terms. If you are not at least 13 years old, you may not use the Site at any time or in any manner or submit any information to the Company or the Site.

The Company provides content through the Site and through the Services that is copyrighted and/or trademarked work of the Company or the Company's third-party licensors and suppliers or other users of the Site (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content.

Subject to the terms and conditions of these Terms, and your compliance with these Terms, the Company hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use this

Site solely for your personal use. Except for the foregoing license, you have no other rights in the Site or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site or Materials in any manner.

If you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials.

Mobile Applications.

The Company makes available Mobile Applications to access the Site via a mobile device. To use the Mobile Application you must have a mobile device that is compatible with the mobile service. The Company does not warrant that the Mobile Application will be compatible with your mobile device. The Company hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application. You acknowledge that the Company may from time to time issue upgraded versions of the Mobile Application, and may automatically electronically upgrade the version of the Mobile Application that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that these Terms will apply to all such upgrades. The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and the Company and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Apple iOS-powered mobile device (an "iOS App"):

- You acknowledge that these Terms are between you and the Company only, and not with Apple, Inc. ("Apple").
- Your use of the Company's iOS App must comply with Apple's then-current App Store Terms of Service.
- The Company, and not Apple, are solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.
- You agree that the Company, and not Apple, are responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.

- You agree that the Company, and not Apple, shall be responsible, to the extent required by these Terms, for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- The parties agree that Apple and Apple's subsidiaries are third-party beneficiaries to these Terms as they relate to your license of the Company's iOS App. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Android-powered mobile device (an "Android App"):

- You acknowledge that these Terms are between you and the Company only, and not with Google, Inc. ("Google").
- Your use of the Company's Android App must comply with Google's then-current Android Market Terms of Service.
- Google is only a provider of the Android Market where you obtained the Android App. The Company, and not Google, are solely responsible for the Company's Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to the Company's Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Terms as they relate to the Company's Android App.

The following additional terms and conditions apply with respect to any Mobile Application that the Company provides to you designed for use on an Android-powered mobile device and obtained from the Amazon App Store (an "Amazon Android App"):

- You acknowledge that these Terms are between you and the Company only, and not with Amazon.com, Inc. ("Amazon").
- Information that the Company collects from you or your device are subject to these Terms and the Privacy Policy, and will not be subject to the Amazon.com Privacy Notice.
- Amazon has no obligation or liability to you with respect to the Company's Amazon Android App and the Services and Content available thereon or these Terms. The Company, and not Amazon, are solely responsible for the Company's Amazon Android App and the Services and Content available thereon. For the avoidance of doubt, the Amazon Android App does not include any software that you may need to install on your mobile device in order to download applications from the Amazon App Store (the "Appstore Software"). The Appstore Software is licensed to you by Amazon pursuant to the terms of the then current Amazon Appstore for Android Terms of Use.

Using the Site and the Services on the Site.

You can simply view certain parts of the Site and not use any Services on the Site. You need not register with the Company to simply visit and view these parts of the Site.

However, in order to access certain password-restricted areas of the Site, you must register with the Company for an account and receive a password. You'll need to register in order to make a purchase, view your order history, and to see your device management dashboard, and to make use of certain Services and certain portions of the Site.

Password Restricted Areas of this Site.

If you desire to register for an account with the Company, you must submit your name, e-mail address and phone number through the account registration page on the Site. If you are a resident (a "Resident") of a property that contracts with us, your property manager (the "Property Manager") may provide us with additional information necessary to enable to access and use our device control dashboard, which allows you to control the smart devices in your unit. You consent to the Property Manager providing us such information so that we may provide you with access to the Services. Once you have submitted your account registration information, the Company administrator shall have the right to approve or reject the requested registration, in the Company administrator's sole discretion. If your account is approved by the Company administrator, you will be sent an e-mail that contains a password that will allow you to log-on to the Site using that password (the "the Password") for the first time you log into your account on the Site to complete the account registration process.

You are responsible for maintaining the confidentiality of your Password, and you are responsible for all activities that occur using your Password. You agree not to share your Password, let others access or use your Password or do anything else that might jeopardize the security of your Password. You agree to notify the Company if your Password on this Site is lost, stolen, if you are aware of any unauthorized use of your Password on this Site or if you know of any other breach of security in relation to this Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. You may change, correct or remove any information from your account by either logging into your account directly and making the desired changes or contacting the Company using the contact information at the end of these Terms requesting that we make the change.

Purchases.

If applicable, you agree to pay all fees or charges to your account for any purchases you make on the Site. We will charge your payment method when your item ships. If you do not pay on time or if the Company cannot charge your credit card, PayPal or other payment method for any reason, the Company reserves the right to either suspend or terminate your access to the Site and account and terminate these Terms. You are expressly agreeing that the Company is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your purchases made on the Site and the fees will be billed to your credit card, PayPal or other payment method designated upon checkout. If you have a balance due on any account, you agree that the Company may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Refunds for any purchased items through the Site will be in accordance with such purchased items' product warranties provided the manufacturer of such product.

Privacy Policy.

Please review the Company Privacy Policy, which is available at <https://smartrent.com/privacy> (the "Privacy Policy") which explains how we use information that you submit to the Company.

Advertisements and Third Party Links.

This Site may be linked to other web sites that are not SmartRent sites, including payment processing services that we work with to facilitate your purchase of any products on the Site (all such sites, the "Third-Party Sites"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on this Site to be shared with your contacts in your Third-Party Site account and, in certain situations, you may be transferred to a Third-Party Site through a link but it may appear that you are still on this Site. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than the Company, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides and privacy policies of any of Third-Party Sites. We have no control over Third-Party Sites and accept no responsibility for them or for any loss or damage that may arise from your use of such Third-Party Sites. You agree that the Company WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Though we may have advertisements on the Site, any reference on the Site to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply the Company's endorsement or recommendation of such product, service, publication, institution, organization.

Unauthorized Activities.

When using this Site and/or the services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on this Site.
- Post anything clearly false or misleading.

- Post anything unrelated to our business, products or services.
- Post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. The Company reserves the right to terminate access to your account, this Site, or use of the Services with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to this Site or to any other user of this Site and/or Services. **The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company's discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

Submissions.

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds and other content or material that you submit, upload, post or otherwise make available on or through the Site (each a "Submission") and through the Services available in connection with this Site . You may not upload, post or otherwise make available on this Site any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability and appropriateness.

Unless otherwise explicitly stated herein or in the Company Privacy Policy, you agree that any Submission provided by you in connection with this Site is provided on a non-proprietary and non-confidential basis. You hereby grant to the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit and distribute each of your Submissions, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use the Submissions. We may modify or adapt your Submissions in order to transmit, display or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services or media. The Company agrees to use any personally identifiable information contained in any of your Submissions in accordance with the Company 's Privacy Policy.

You agree to pay for all royalties, fees, damages and any other monies owing any person by reason of any Submissions posted by you to or through this Site.

When you provide Submissions you agree that those Submissions shall not be in violation of the "Unauthorized Activities" paragraph below. Those prohibitions do not require the Company to monitor, police or remove any Submissions or other information submitted by you or any other user.

This list of prohibitions provides examples and is not complete or exclusive. The Company reserves the right to (a) terminate access to your account, your ability to post to this Site (or use the Services) and (b) refuse, delete or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that the Company determines is inappropriate or disruptive to this Site or to any other user of this Site and/or Services. **The Company may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at the Company's discretion, the Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Site or on the Internet.**

Unauthorized use of any Materials or Third-Party Content contained on this Site may violate certain laws and regulations.

You agree to indemnify and hold the Company and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) the Company or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of this Site or the use of this Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your Submissions) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third-party.

Proprietary Rights.

SmartRent is a trademark of the Company in the United States. Other trademarks, names and logos on this Site are the property of their respective owners.

Unless otherwise specified in these Terms, all information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of the Company, Copyright © 2019 the Company. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The Mobile Application software that is provided to you through the Site and Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if you are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Intellectual Property Infringement.

The Company respects the intellectual property rights of others, and we ask you to do the same. The Company may, in appropriate circumstances and at our discretion, terminate service and/or access to this Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide the Company's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit the Company to locate the material.
- Information reasonably sufficient to permit the Company to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- Information reasonably sufficient to permit the Company to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Company's agent for notice of claims of copyright or trademark infringement on this Site can be reached as follows:

Scottard Banks

scott.banks@smartrent.com

security@smartrent.com

480-371-2790

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided, if such removal is pursuant to a valid DMCA take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification in writing to the Company designated agent that includes all of the following information:

- Your physical or electronic signature;

- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which the Company may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Repeat Infringers

The Company reserves the right, in its sole discretion, to terminate the account or access of any user of our web site and/or service who is the subject or repeated DMCA or other infringement notifications.

Disclaimer of Warranties.

Your use of this Site and/or the Services is at your own risk. The Materials have not been verified or authenticated in whole or in part by the Company, and they may include inaccuracies or typographical or other errors. The Company does not warrant the accuracy or timeliness of the Materials contained on this Site. The Company has no liability for any errors or omissions in the Materials, whether provided by the Company, our licensors or suppliers or other users.

THE COMPANY, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THIS SITE, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

Any products you purchase through the Site shall be subject to the manufacturer's warranty, if the manufacturer provides any warranty. You agree to make any warranty claims directly against the manufacturer of a product, and not SmartRent.

Limitation of Liability.

THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS SITE, OR YOUR USE OF THE PRODUCTS PURCHASED ON THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF THE COMPANY KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED FIVE HUNDRED DOLLARS (\$500). YOU ACKNOWLEDGE AND AGREE THAT IF YOU ARE A RESIDENT USING THIS SITE OR

THE SERVICES, YOUR PROPERTY MANAGER AND THE OWNER OF THE PROPERTY AT WHICH YOU RESIDE HAVE NO LIABILITY TO YOU FOR THE SITE OR THE SERVICES PROVIDED BY THE COMPANY

Local Laws; Export Control.

The Company controls and operates this Site from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use this Site outside the United States of America, you are responsible for following applicable local laws.

Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to the Company, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services offered through the Site or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and the Company is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that the Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

Dispute Resolution and Arbitration; Class Action Waiver.

Please read the following (this "Provision") carefully. It affects your rights.

Most customer concerns can be resolved quickly and to a customer's satisfaction by contacting us at info@smartrent.com. This Provision facilitates the prompt and efficient resolution of any disputes that may arise between you and the Company. Arbitration is a form of private dispute resolution in which persons with a dispute waive their rights to file a lawsuit, to proceed in court and to a jury trial, and instead submit their disputes to a neutral third person (or arbitrator) for a binding decision. You have the right to opt-out of this Provision (as explained below), which means you would retain your right to litigate your disputes in a court, either before a judge or jury.

Please read this Provision carefully. It provides that all Disputes between you and the Company shall be resolved by binding arbitration. Arbitration replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into this agreement constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney's fees).

For the purpose of this Provision, "the Company" means the Company and its parents, subsidiary, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term "Dispute" means any dispute, claim, or controversy between you and the Company regarding any aspect of your relationship with the Company, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as the Company's licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give the Company an opportunity to resolve the Dispute. You must commence this process by mailing written notification to the Company at 18835 N. Thompson Peak Pkwy, Suite 300, Scottsdale, AZ 85255. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If the Company does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or the Company may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THIS AGREEMENT (the "Opt-Out Deadline"). You may opt out of this Provision by mailing written notification to the Company, at 18835 N. Thompson Peak Pkwy, Suite 300, Scottsdale, AZ 85255. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with the Company through arbitration. Your decision to opt-out of this Arbitration Provision will have no adverse effect on your relationship with the Company. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or the Company may initiate arbitration proceedings. The American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA's Commercial Arbitration Rules will apply.

In either instance, the AAA's Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the Site and these Terms concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or the Company may initiate arbitration in either Maricopa County, Arizona or the federal judicial district that includes your billing address. In the event that you select the federal judicial district that includes your billing address, the Company may transfer the arbitration to Maricopa County, Arizona in the event that it agrees to pay any additional fees or costs you incur as a result of the transfer, as determined by the arbitrator.

Payment of Arbitration Fees and Costs – the Company will pay all arbitration filing fees and arbitrator's costs and expenses upon your written request given prior to the commencement of the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with the Company as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and the Company specifically agree to do so following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you.** Neither you, nor any other user of the Site can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into this Agreement you and the Company are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and the Company might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be

represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of your service with the Company or its affiliates. Notwithstanding any provision in this Agreement to the contrary, we agree that if the Company makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require the Company to adhere to the language in this Provision if a dispute between us arises.

Language.

The parties hereto have expressly required that these Terms and all documents and notices relating thereto be drafted in the English language.

General.

The Company prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by the Company, may result in immediate termination of your access to this Site without prior notice to you. The Federal Arbitration Act, Arizona state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Any disputes relating to these Terms or this Site will be heard in the courts located in Maricopa County in the State of Arizona. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. The Company's failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and the Company and supersede all prior or contemporaneous negotiations, discussions or agreements between you and the Company about this Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

California Consumer Notice.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Site and Service are provided by the Company, SmartRent. If you have purchased anything from the Site or through the Service, a description of what you have purchased and relevant pricing information are posted as part of the ordering

process for this Site (please consult your individual purchase confirmation e-mail for the charges you incurred). If you have a question or complaint regarding the Site or Service, please contact Customer Service by writing to support@smartrent.com or by calling 1 (833) 767-8736. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Contact Us.

If you have any questions about these Terms or otherwise need to contact the Company for any reason, you can reach us at:

Phone: 1 (833) 767-8736

Contact Us: Email:info@smartrent.com

Web:<https://web.archive.org/web/20230411165612/https://smartrent.com/contact-smartrent/>

Contact Sales: Email:sales@smartrent.com

Web:<https://web.archive.org/web/20230411165612/https://smartrent.com/contact-smartrent/>

Contact Support Email:support@smartrent.com

Web:<https://web.archive.org/web/20230411165612/https://smartrent.com/contact-smartrent/>



SmartRent is an enterprise smart home automation company developing software and hardware that empowers property owners, managers and homebuilders to effectively manage, protect and automate daily operational processes utilizing our proprietary Alloy Automation.

Corporate

8665 E. Hartford Drive
Scottsdale, AZ 85255
Suite 200

1 (833) 767-8736

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SMRT
LISTED
NYSE



All Systems Operational

EXHIBIT 12



Resident & Business

SmartRent® Service Agreement and Terms of Service

Last Modified: January 11, 2024.

You must read through the Terms before you can click on “I Agree.” By clicking in the checkbox and the “I Agree” button or executing an order, you are agreeing to be bound to these Terms. You will not be permitted to access the Services, Network, or use the Site unless you click “I Agree”. If you do not agree, do not click “I Agree.”

1. Introduction

SmartRent Technologies, Inc. (“SmartRent,” “we,” “our,” or “us”) is pleased to provide you with access to the www.smartrent.com website (“Site”), our WiFi network (“Network”), and the services or Network offered by SmartRent at the single-family house, student rental, apartment and/or apartment complex (“Property”) where you visit, park, work, or live (collectively, the “Services”). Except as otherwise specified in this Agreement (as defined below), reference to the Site and/or Services also includes the content, services, and any software that SmartRent provides that allows you to access and use the Site and/or Services from a Mobile Device (“Mobile Device”).

SmartRent does not guarantee up-time or specific rates of speed for the Services. SmartRent has no control over information obtained through the Services and cannot be held responsible for its content or accuracy. We do not guarantee the Site and/or Services will be available at all times or the quality of its performance. You agree that you assume all risk associated with your use of the Site and/or Services.

This SmartRent Services Agreement and Terms of Service (“Agreement”) is a legal document and is binding on the parties, and your use of the Network is conditioned upon your acceptance and agreement to the terms herein. Please read it carefully to make sure you understand the obligations that it creates. The Agreement governs your access to and use of the Network, Services, and the Site, and the contents therein.

SmartRent reserves the right to amend, alter, or modify the Agreement at any time without advance notice of such changes. In the event we make material changes to this Agreement, we will provide you with notice, addressed to the email address you provided. It is your sole responsibility to ensure that the email address provided is active and can

receive emails from us, and SmartRent will not be liable for your failure to receive notices sent to a properly addressed email.

By using the Site and/or Services, you agree to be bound by the terms of this Agreement on behalf of yourself and all members of your household, staff, employees, and others who use the Services under your account. If you do not accept the terms of this Agreement, you may not use the Services.

2. Assumption of Risk

You are responsible for ensuring that all devices or equipment you use to connect to the Network are running up-to-date anti-virus software. You acknowledge you are aware that your failure to maintain proper safeguards on any device or equipment connected to the Internet through the Network may expose it to worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third parties.

You understand that wireless Internet access is inherently not secure, and you should adopt appropriate security measures when using the Network. You are solely responsible for the security of your equipment that you use to access and use the Network.

3. Purchases and Payment

3.1. Payment for Network Connectivity

This section is only applicable if you are required to pay for access to the Network pursuant to a separate agreement with SmartRent or your Landlord.

3.1.1. Payment to Landlord

If payment is collected by your Landlord, then in consideration for providing access to the Network, you agree to pay your Landlord the amount due for the Network Connectivity service you elected, and further agree to abide by the payment schedule and terms established with your Landlord. Network service termination will be processed in accordance with the terms established with your Landlord.

3.1.2. Payment to SmartRent

If payment is collected by SmartRent, then in consideration for providing access to the Network, you hereby agree to pay SmartRent monthly the amount due for the Network Connectivity service you selected in accordance with the SmartRent Network Connectivity Payment Terms found [here](#). Those SmartRent Network Connectivity Payment Terms will remain in effect until your subscription to the Network expires or otherwise terminates.

3.2. Payment for Product Purchases

If applicable, you agree to pay all fees or charges to your account for any product purchases you make through the Services. SmartRent will charge your payment method when your item ships. If you do not pay on time or if we cannot

charge your credit card, PayPal, or other payment method for any reason, we reserve the right to either suspend or terminate your access to the Service.

You expressly agree and permit SmartRent to bill you for the applicable fees, any applicable tax, and any other charges you may incur in connection with purchases made through the Service, and the fees will be billed to your account. If you have a balance due on any account, you agree that SmartRent may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. Refunds for any purchased items through the Services will be in accordance with such purchased items' product warranties provided by the manufacturer of such product.

4. Network Registration Responsibilities

As part of completing your registration for access to the Network, you must establish an identity with your email address by selecting a password. You are solely responsible for maintaining the confidentiality of your username and password. You agree to take all reasonable measures necessary to ensure that your username and password is not used by another person. You agree that you are solely responsible for the use of your computer, devices, password, name, or username in connection with the Network by anyone other than yourself, and for ensuring that any such person does so in accordance with this Agreement.

5. Equipment for Network Access

To use the Network, you must meet the minimum computer, device, in-home network, and system requirements as identified by SmartRent [here](#).

Computer Equipment: The minimum equipment configuration standards may change from time to time and SmartRent is not responsible for supporting any equipment. If you are using equipment such as modems, gateways, routers, or wireless cards provided to you by SmartRent, you acknowledge that such equipment may require updates and/or changes from time to time and that you may be required to perform such updates and/or changes, as instructed by us. Notwithstanding the foregoing, you hereby authorize SmartRent to perform updates and/or changes to such equipment, on-site or remotely from time to time as we deem necessary.

Software: SmartRent does not support third party software or firmware. Any and all software and firmware provided by SmartRent for Network access is the property of SmartRent and/or its licensors. SmartRent hereby grants you a nonexclusive, nontransferable license to install and use on your equipment the software for use solely in connection with the use of the Network. Upon any termination of your access to the Network, this license will terminate.

No Technical Assistance: SmartRent does not provide technical assistance for the equipment or any software, including but not limited to gaming systems. Any questions concerning the equipment or software should be directed to the manufacturer of that product. Unless you have entered into an equipment service agreement with SmartRent, SmartRent is not responsible for the operation or support, maintenance, or repair of any equipment, software, or services that you use in connection with accessing the Network.

6. Monitoring and Enforcement of Access

SmartRent, in its sole discretion, will determine whether your use of the Network, Services and/or the Site is in compliance with the Agreement. To determine such compliance, SmartRent may take actions including but not limited to:

- Monitor your use of the Services and the Site for any purpose in our sole discretion and as SmartRent sees fit.
- Take any action SmartRent deems necessary if we believe your conduct on the Services or the Site violates the Agreement and/or could create liability for SmartRent.
- Disclose your identity or other information about you to any third party who claims that material you posted on the Site or Services violates their rights, including without limitation, their intellectual property rights or their right to privacy.
- Take legal action, including without limitation, referral to law enforcement, for any illegal use of the Services or the Site.
- Terminate or suspend your access to all or part of the Services and/or the Site for any or no reason, including without limitation, any violation of this Agreement.

7. Prohibited Uses

As an express condition to your use of the Network, Services, or the Site, you understand, acknowledge, and agree that you will not:

- Send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity or is illegal.
- Use it for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way, including without limitation, by exposing them to illegal or inappropriate content, asking for personally identifiable information, or otherwise.
- Transmit, or procure the sending of, any advertising or promotional material, including without limitation, any "junk mail," "chain letter," "spam," or any other similar solicitation.
- Impersonate or attempt to impersonate any person or entity.
- Engage in conduct that restricts or inhibits anyone's use or enjoyment of the Services or the Site, or which, as determined by us, may harm SmartRent or users of the Services or the Site or expose them to liability.
- Use it in any way that violates any applicable federal, state, local, or international law or regulation (including without limitation, any laws regarding the export of data or software to and from the US or other countries).
- Use it in any manner that could disable, overburden, damage, or impair the Services or the Site or interfere with any other party's use of the Services or the Site, including without limitation, their ability to engage in real time activities through the Services and the Site.
- Use an automated device, process or means, including but not limited to a bot or worm, that can access Services or Site resources, for the purpose of monitoring or copying any Network traffic, Services activity, or Site activity.
- Use any manual process to monitor or copy any Network traffic or resources available on the Network or for any other unauthorized purpose without our prior written consent.
- Interfere with the proper working of the Services or the Site.

- Introduce malware such as viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or can be technologically harmful to the proper operation of the Services or the Site.
- Gain unauthorized access to, interfere with, damage, or disrupt any part of the Services, the Site, or any server, computer, database, or other resource or element connected to the Services or the Site.
- Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Services or the Site.
- Connect to "Peer to Peer" file sharing networks or download large files, such as CD ISO images.
- Access another person's computer, computer account, files, or data without permission.
- Attempt to circumvent or subvert system or network security measures.
- Create or run programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system.
- Use any means to decode or otherwise obtain restricted passwords or access control information.
- To otherwise attempt to interfere with the proper working of the Services or the Site.

This list is illustrative and shall not be deemed exhaustive of our rights.

In the event of a violation of these Prohibited Uses, SmartRent reserves the right to: (a) terminate access to your account, your ability to post to the Site (or use the Services); and (b) refuse, delete, or remove any Submissions, with or without cause and with or without notice, for any reason or no reason, or for any action that SmartRent determines is inappropriate or disruptive to the Site or the Services, or to any other user of the Site and/or Services. SmartRent may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, SmartRent will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Services and Site or on the Internet.

8. Content Standards

As an express condition to your use of the Network, Services, or the Site, you understand, acknowledge, and agree that you will not use the Network, Services, or the Site to send, knowingly receive, upload, download, use, or re-use any content which:

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violates the legal rights (including without limitation the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Is intended to or is reasonably likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.

- Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- Impersonates any person or misrepresents your identity or affiliation with any person or organization.
- Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Gives the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

This list is illustrative and shall not be deemed exhaustive of our rights.

In the event of a violation of these Content Standards, SmartRent reserves the right to: (a) terminate access to your account, your ability to post to the Site (or use the Services); and (b) refuse, delete, or remove any Submissions, with or without cause and with or without notice, for any reason or no reason, or for any action that SmartRent determines is inappropriate or disruptive to the Site or the Services, or to any other user of the Site and/or Services. SmartRent may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, SmartRent will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Services and Site or on the Internet.

9. Site or Services Submissions

You are responsible for the information, opinions, messages, comments, photos, videos, graphics, sounds, and other content or material that you submit, upload, post, or otherwise make available on or through the Site (each a "Submission") and through the Services. When you provide Submissions, you agree that those Submissions shall not be in violation of any provision in this Agreement. You may not upload, post, or otherwise make available on the Site or Services any material protected by copyright, trademark, or any other proprietary right without the express permission of the owner of such copyright, trademark, or other proprietary right owned by a third-party, and the burden of determining whether any material is protected by any such right is on you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights, violation of contract, privacy or publicity rights, or any other harm resulting from any Submission that you make. You have full responsibility for each Submission you make, including its legality, reliability, and appropriateness.

Unless otherwise explicitly stated herein or in SmartRent's privacy policy, you agree that any Submission provided by you in connection with the Site and the Services is provided on a non-proprietary and non-confidential basis. You hereby grant SmartRent a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license (including the right to sublicense through multiple tiers) to use, reproduce, process, adapt, publicly perform, publicly display, modify, prepare derivative works, publish, transmit, and distribute each of your Submissions, or any portion thereof, in any form, medium, or distribution method now known or hereafter existing, known, or developed, and authorize others to use the Submissions. SmartRent may modify or adapt your Submissions in order to transmit, display, or distribute them over computer networks and in various media and/or make changes to the Submissions as necessary to conform and adapt them to any requirements or limitations of any networks, devices, services, or media.

You agree to pay for all royalties, fees, damages, and any other monies owing to any person by reason of any Submissions posted by you to or through the Site or the Services.

10. Proprietary Rights

SmartRent is a registered trademark of SmartRent in the United States. Other trademarks, names and logos on the Site are the property of their respective owners.

Unless otherwise specified in this Agreement, all information and screens appearing on the Site and Services, including documents, services, site design, text, graphics, logos, images, and icons, as well as the arrangement thereof, are the sole property of SmartRent, Copyright © of SmartRent. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

The Mobile Application software that is provided to you through the Site and Services and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, if you are a government entity, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

11. Intellectual Property Infringement & DMCA Notification

SmartRent respects the intellectual property rights of others, and requires users of the Site, Services and/or Network to do the same. SmartRent may, in appropriate circumstances and at our discretion, terminate service and/or access to the Site or Services for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site or through the Services, please provide SmartRent's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site or the Services, and information reasonably sufficient to permit SmartRent to locate the material;
- Information reasonably sufficient to permit SmartRent to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

SmartRent's agent for notice of claims of copyright or trademark infringement on this Services and Site can be reached as follows:

SmartRent Legal Department
8665 E. Hartford Dr.
Scottsdale, AZ 85255
Email: legal@smartrent.com

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to individual liability.

11.1. Submitting a DMCA Counter-Notification

If removal to copyright-protected material that you provided is required pursuant to a valid DMCA take-down notice, SmartRent will notify you that such material has been removed or access disabled. If you receive such notice, you may provide a counter-notification in writing to SmartRent's designated agent that includes the following information:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which SmartRent may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

11.2. Termination of Access for Infringement

SmartRent reserves the right, in its sole discretion, to terminate the account or access of any user of the Site, Network, or Services who is the subject of or receives repeated DMCA or other infringement notifications.

12. Advertisements and Third-Party Links

The Site and Services may be linked to other web sites that are not SmartRent sites, including payment processing services that we work with to facilitate your purchase of any products on the Site and Services (all such sites, the "Third-Party Sites"). Certain areas of the Site and Services may allow you to interact and/or conduct transactions with such Third-Party Sites, and, if applicable, allow you to configure your privacy settings in your Third-Party Site account to permit your activities on the Site and Services to be shared with your contacts in your Third-Party Site account, and in certain situations, you may be transferred to a Third-Party Site through a link that may appear that you are still on the Site and Services. In any case, you acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than SmartRent, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy, terms and conditions, and/or user guides. You hereby agree to comply with any and all terms and conditions, users guides, and

privacy policies of any of Third-Party Sites. SmartRent has no control over Third-Party Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of such Third-Party Sites. Without limiting any other provision in this Agreement, you agree that SmartRent WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD-PARTY. Though the Site and Services may include advertisements for other services or products, any reference on the Site and Services to any product, service, publication, institution, organization of any third-party entity or individual does not constitute or imply SmartRent's endorsement or recommendation of such product, service, publication, institution, organization.

13. Mobile Applications

SmartRent makes available Mobile Applications to allow for access to the Site and the Services via a user's Mobile Device. To use the Mobile Application, you must have a Mobile Device that is compatible with the mobile service provider. SmartRent does not warrant that the Mobile Application will be compatible with your Mobile Device.

SmartRent hereby grants to you a non-exclusive, non-transferable, revocable license to use an object code copy of the Mobile Application for one registered account on one Mobile Device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Application, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Application to any third-party or use the Mobile Application to provide time sharing or similar services for any third-party; (iii) make any copies of the Mobile Application; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Application, features that prevent or restrict use or copying of any content accessible through the Mobile Application, or features that enforce limitations on use of the Mobile Application; or (v) delete the copyright and other proprietary rights notices on the Mobile Application.

You acknowledge that SmartRent may from time-to-time issue upgraded versions of the Mobile Application and may automatically electronically upgrade the version of the Mobile Application that you are using on your Mobile Device. You consent to such automatic upgrading on your Mobile Device and agree that this Agreement will apply to all such upgrades.

The foregoing license grant is not a sale of the Mobile Application or any copy thereof, and SmartRent and its third-party licensors or suppliers retain all right, title, and interest in and to the Mobile Application (and any copy of the Mobile Application). Standard carrier data charges may apply to your use of the Mobile Application.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Apple iOS-powered Mobile Device (an **"iOS App"**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Apple, Inc. (**"Apple"**).
- Your use of SmartRent's iOS App must comply with Apple's then-current App Store terms of service.
- SmartRent, and not Apple, is solely responsible for our iOS App and the Services and Content available thereon. You acknowledge that Apple has no obligation to provide maintenance and support services with respect to our iOS

App. To the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to our iOS App.

- You agree that SmartRent, and not Apple, is responsible for addressing any claims by you or any third-party relating to our iOS App or your possession and/or use of our iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by this Agreement and any law applicable to us as provider of the iOS App.
- You agree that SmartRent, and not Apple, shall be responsible, to the extent required by this Agreement, for the investigation, defense, settlement, and discharge of any third-party intellectual property infringement claim related to our iOS App or your possession and use of our iOS App.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- You agree to comply with all applicable third-party terms of agreement when using our iOS App (e.g., you must not be in violation of your wireless data service terms of agreement when using the iOS App).
- You agree that Apple and Apple’s subsidiaries are third-party beneficiaries to this Agreement as it relates to your license of SmartRent’s iOS App. Upon your acceptance of Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as they relate to your license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Android-powered Mobile Device (an **“Android App”**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Google, Inc. (**“Google”**).
- Your use of SmartRent’s Android App must comply with Google’s then-current Android Market terms of service.
- Google is only a provider of the Android Market where you obtained the Android App. SmartRent, and not Google, are solely responsible for SmartRent’s Android App and the Services and Content available thereon. Google has no obligation or liability to you with respect to SmartRent’s Android App or these Terms.
- You acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to SmartRent’s Android App.

The following additional terms and conditions apply with respect to any Mobile Application that SmartRent provides to you designed for use on an Android-powered Mobile Device and obtained from the Amazon App Store (an **“Amazon Android App”**):

- You acknowledge that this Agreement is between you and SmartRent only, and not with Amazon.com, Inc. (**“Amazon”**).
- Information that SmartRent collects from you or your device are subject to this Agreement and SmartRent’s privacy policy, and not to Amazon’s privacy policy.
- Amazon has no obligation or liability to you with respect to SmartRent’s Amazon Android App and the Services and Content available thereon. SmartRent, and not Amazon, are solely responsible for SmartRent’s Amazon Android App and the Services and Content available thereon.

- The Amazon Android App does not include any software that you may need to install on your Mobile Device in order to download applications from the Amazon App Store (the “Appstore Software”). The Appstore Software is licensed to you by Amazon pursuant to the terms of the then current Amazon Appstore for Android terms of use.

14. Using the Site and the Services

You can view certain parts of the Site and Services and not use any Services or the Site.

However, in order to access certain password-restricted areas of the Site and Services, you must register with us for an account and receive a password. You will also need to register in order to make a purchase, view your order history, and to see your device management dashboard, and to make use of certain Services and certain portions of the Site and Services.

The Services are not meant to serve regions outside the United States or Canada. SmartRent makes no representations or warranties that the Services are appropriate for use from locations outside the United States or Canada or compliant with laws outside the United States or Canada. If you choose to access the Services from outside the United States or Canada in violation of these Terms, you are responsible for compliance with local laws in relation to your use of the Services.

15. Password Restricted Areas of the Site and Services

If you desire to register for an account with SmartRent, you may be required to submit your name, e-mail address, and phone number through the account registration page on the Services or we may collect such information from your Landlord, and you will be required to set your password. If you are a resident of a property that contracts with us (a “**Resident**”), your property manager (the “**Property Manager**”) may provide us with additional information necessary to enable to access and use our device control dashboard, which allows you to control the smart devices in your residential unit. You consent to the Property Manager providing us with such information so that we may provide you with access to the Services. Once you have submitted your account registration information, our administrator shall have the right to approve or reject the requested registration, in our administrator’s sole discretion. If your account is approved by our administrator, you will be sent an e-mail that contains a password that will allow you to log- on to the Services using that password for the first time you log into your account on the Services to complete the account registration process.

You are responsible for maintaining the confidentiality of your password, and you are responsible for all activities that occur using your password. You agree not to share your password, let others access or use your password or do anything else that might jeopardize the security of your password. You agree to notify us if your password for this Services is lost, stolen, if you are aware of any unauthorized use of your password on this Services or if you know of any other breach of security in relation to this Services.

All the information that you provide when registering for an account and otherwise through the Services must be accurate, complete, and up to date. You may change, correct, or remove any information from your account by either logging into your account directly and making the desired changes or contacting SmartRent using the contact information at the end of these Terms requesting that we make the change.

16. Service Communications

Acting on behalf of you, your Property Manager, your Landlord, or your Employer, we may provide notices to you regarding this Agreement and/or as part of the Services by electronic communications (including e-mails, text messages, and notifications through the Mobile Application). Text messages may be sent to the phone number we have on file and emails will also be sent to the address we have on file. These electronic communications may include notices about account updates, access codes details, two factor authentication, maintenance communications, product changes and updates, service outages, reminders, and other information concerning or related to these Terms and/or the Services. These electronic communications may affect your legal relationship with SmartRent so you should read or listen to them carefully.

SmartRent does not charge for text messages, but you may incur charges or fees by your wireless provider to receive or reply to them. For example, where a communication must be sent to a Mobile Device (for example, for the purposes of two-factor authentication, an access code) you are responsible for procuring and paying for that device, and for any charges from your mobile service carrier, which are your sole responsibility. Message and data rates may apply. Landline and international numbers are not eligible for this feature.

SmartRent relies on the contact information that you provide, including but not limited to your email address and telephone numbers, to be accurate and up to date. This enables us to protect your security and the security of the Services. You must immediately notify us of any changes to this information, including any breach of your security or unauthorized use of your Mobile Device. If you do not do so you may be held responsible for any costs, losses or damage suffered as a result.

Message frequency is dependent on the Service usage. You may opt out of receiving text messages at any time by replying "STOP" from the Mobile Device receiving the text messages. In addition, you may text "STOP" to opt out at any time. You may continue to receive text messages for a short period while we process your request, and you will also receive a one-time text message confirming receipt of your request. For text message Service support or assistance, reply "HELP".

We may change any short code or telephone number we use to operate the text message Service at any time. You acknowledge that any messages, including any STOP or HELP requests, you send to a short code or telephone number we have changed may not be received and we will not be responsible for honoring requests made in such messages.

The wireless carriers supported by the text message service and SmartRent are not liable for delayed or undelivered messages. If you change your mobile phone number, you agree to opt out of the text message service prior to changing your mobile number. Without limiting any other provision in this Agreement, you agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages, or costs arising from your use of the text message service or from you supply us with a phone number that is not your own. Please refer to the SmartRent Privacy Policy, which is available [here](#) for more information.

17. Bandwidth

You understand and agree that SmartRent does not guarantee that any particular amount of bandwidth on the Network or guarantee that any speed or throughput will be available. You understand and agree that the speed of your Internet service will vary depending upon a number of factors, including your equipment, Internet traffic, Network capacity

limitations, system failures, modifications, upgrades, repairs, governmental actions, and other events beyond SmartRent's control.

18. Minors

By using the Network, the Services, or the Site, you represent, acknowledge and agree that you are at least 18 years of age, or if you are under 18 years of age but are at least 13 years old (a "**Minor**"), that you are using the Services, Network and/or the Site with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to consent to this Agreement. If you are a parent or legal guardian of a Minor, you are liable for the Minor's use of the Services, Network, and/or the Site. **Persons under the age of 13 are prohibited from using the Services, Network, or Site.**

19. Termination of Access

You may terminate your access to the Services as set forth in the agreement between you and the Landlord.

SmartRent may terminate this Agreement and/or your access to the Site, Network, or Services at any time and without notice, upon a breach of this Agreement. In the event of termination for breach, SmartRent may impose an early termination fee that is the greater of one month's service or the prorated amount of the remaining subscription/service term.

Upon termination: (i) the rights granted by SmartRent to you will cease immediately (except as set forth in this section); (ii) the rights granted by the Landlord will cease immediately; and (iii) after a commercially reasonable period of time, SmartRent may delete any data relating to your account.

20. Warranty

SMARTRENT IS NOT LIABLE FOR ANY LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MIS-DELIVERIES, OR SERVICE INTERRUPTION, HOWEVER CAUSED. SMARTRENT IS NOT LIABLE FOR ANY DAMAGE, UNDESIRE RESOURCE USAGE, OR DETRIMENTAL EFFECTS THAT MAY OCCUR TO YOUR EQUIPMENT AND/OR SOFTWARE WHILE YOUR EQUIPMENT IS ATTACHED TO THE NETWORK OR USING THE SITE OR SERVICES. SMARTRENT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, COVENANTS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, UNINTERRUPTED, OR ERROR FREE SERVICE.

SMARTRENT, FOR ITSELF AND ITS LICENSORS, MAKES NO EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES, OR GUARANTEES IN CONNECTION WITH THE SITE, THE NETWORK, THE SERVICES, OR ANY MATERIALS RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE, INCLUDING WITHOUT LIMITATION THE MATERIALS. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE SERVICES, AND MATERIALS, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THE SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE", AND "WHERE-IS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SMARTRENT DOES NOT PROVIDE ANY WARRANTIES AGAINST VIRUSES, SPYWARE, OR MALWARE THAT MAY BE INSTALLED ON YOUR COMPUTER.

ANY PRODUCTS YOU PURCHASE THROUGH THE SITE AND SERVICE SHALL BE SUBJECT TO THE MANUFACTURER'S WARRANTY, IF THE MANUFACTURER PROVIDES ANY WARRANTY. YOU AGREE TO MAKE ANY WARRANTY CLAIMS DIRECTLY AGAINST THE MANUFACTURER OF A PRODUCT, AND NOT SMARTRENT.

21. Waiver and Indemnity

YOU AGREE TO WAIVE AND HOLD SMARTRENT, ITS AFFILIATES, LICENSEES, SERVICE PROVIDERS, THE PROPERTY LANDLORD, AND PROPERTY MANAGER HARMLESS FROM ANY CLAIMS YOU MAY HAVE ARISING FROM YOUR USE OF THE NETWORK, THE SITE, OR THE SERVICES, INCLUDING FROM ANY INVESTIGATIONS UNDERTAKEN BY EITHER SMARTRENT OR LAW ENFORCEMENT AUTHORITIES.

YOU AGREE TO INDEMNIFY SMARTRENT, ITS AFFILIATES, LICENSEES, SERVICE PROVIDERS, THE PROPERTY LANDLORD, AND THE PROPERTY MANAGER FROM ANY LIABILITY ARISING FROM YOUR USE OF THE NETWORK, THE SITE, OR THE SERVICES.

22. Limitation of Liability

SMARTRENT SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE SITE, OR FROM YOUR USE OF THE PRODUCTS PURCHASED ON THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SMARTRENT BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF SMARTRENT KNOWS THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL SMARTRENT'S LIABILITY EXCEED FIVE HUNDRED DOLLARS (\$500).

YOU ACKNOWLEDGE AND AGREE THAT IF YOU ARE A RESIDENT USING THE SITE OR THE SERVICES, YOUR PROPERTY MANAGER AND THE OWNER OF THE PROPERTY AT WHICH YOU RESIDE HAVE NO LIABILITY TO YOU FOR THE SITE OR THE SERVICES PROVIDED BY SMARTRENT.

23. Dispute Resolution and Arbitration; Class Action Waiver

This Dispute Resolution and Arbitration; Class Action Waiver section (collectively, the **"Dispute Resolution"**) provides that all disputes between you and SmartRent shall be resolved by binding arbitration and that you expressly waive your right to a court or jury trial and/or your right to initiate a class action. For the purpose of this Dispute Resolution section, the reference to SmartRent includes its directors, employees, agents, affiliates, licensees, service providers, property landlord, and property manager. Prior to bringing action for any dispute, you must first give SmartRent an opportunity to resolve the dispute. You must commence this process by mailing a written notification to SmartRent at 8665 E. Hartford Drive, Suite 120, Scottsdale, AZ 85255. That written notification must include (1) your name, (2) your address, (3) a written description of your dispute, and (4) a description of the specific relief you seek. If SmartRent does not resolve the dispute within 45 days after it receives your written notification, you may pursue your dispute in arbitration.

ARBITRATION REPLACES THE RIGHT TO GO TO THE COURT TO RESOLVE DISPUTES. YOU AGREE THAT ANY AND ALL DISPUTES, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be heard by one independent arbitrator who shall be an attorney or retired judge. The arbitration shall be held in Scottsdale, Arizona. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1, et seq.) will be governed by it and not by any state arbitration law. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding any preexisting right of the tribunal to rule upon the tribunal's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force.

Confidential. Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions, or orders of the arbitrator), shall remain confidential and not be disclosed to anyone other than the parties to this Agreement.

Limitations Period. Any and all claims and actions arising out of or relating to the use of the Services shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or such claim or action shall be barred.

24. Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of the State of Arizona, excluding its conflict of laws principles. The exclusive jurisdiction for any dispute not covered by the terms of the Dispute Resolution provision set forth in this Agreement may be filed only in the state or federal courts located in the State of Arizona, United States.

YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

25. No Waiver

No waiver of any provision in this Agreement shall be effective unless made in writing and signed by SmartRent. No waiver of any provision, or any breach of this Agreement shall constitute a waiver of any other provisions or constitute acceptance of any other or further breach.

26. Severability

If any provision or portion of this Agreement should be held unenforceable, illegal, or invalid for any reason, then that provision or portion shall be modified or deleted in such manner as to render the remainder of the provision and remaining provisions of the Agreement valid and enforceable.

27. Local Laws; Export Control

SmartRent controls and operates the Site, Network, and the Services from its headquarters in the United States of America and the Materials may not be appropriate or available for use in other locations. If you use the Site and Services outside the United States of America in violation of these Terms, you are responsible for following applicable local laws.

28. Feedback

If you send or transmit any communications, comments, questions, suggestions, or related materials to us, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, the Network, the Services, Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and SmartRent is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant SmartRent an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that SmartRent is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

29. General

29.1 Assignment

You may not assign or transfer any part of this Agreement without the written consent of SmartRent. SmartRent may assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

29.2 Force Majeure

SmartRent shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law or other causes beyond the reasonable control of SmartRent (for example, acts of god, strike, embargo, terrorist attack, war, physical or electronic sabotage, earthquake, fire, explosion, flood, drought, severe weather, natural disaster, supplier failures, power failure, internet or communications failures, third party internet services provider failures, denial-of-service attacks, epidemics, pandemics,

public health emergencies, strikes or other labor issues, supply issues, travel bans, acts of government or governmental agencies, insurrection or riot).

29.3 Notice

Notices must be sent via first class, airmail, or overnight courier and are deemed given when received. Notices may also be sent to the applicable account email address and are deemed given when sent. Notices to SmartRent must be sent to SmartRent Technologies, Inc., 8665 E. Hartford Drive, Suite 120, Scottsdale, AZ 85255, Attn: Chief Financial Officer, with a copy to the Legal Department.

29.4 Entire Agreement and Agency

The Agreement, including any Order Form and the SmartRent's Privacy Policy, constitute the entire agreement between you and SmartRent with respect to the subject matter of this Agreement, and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Master Services Agreement (if applicable), this Agreement, the order form, and the Privacy Policy. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service.

30. Contact SmartRent

If you have any questions about these Terms or otherwise need to contact SmartRent for any reason, you can reach SmartRent at:

Contact SmartRent:info@smartrent.com or <https://smartrent.com/contact-smartrent/>

Contact Sales:sales@smartrent.com or <https://smartrent.com/contact-smartrent/>

Contact Support:support@smartrent.com or <https://smartrent.com/contact-smartrent/>

SmartRent is an enterprise smart home automation company developing software and hardware that empowers property owners, managers and homebuilders to effectively manage, protect and automate daily operational processes utilizing our proprietary Alloy Automation.

3 PROOF OF SERVICE

4 I am employed in the County of San Francisco, State of California. I am over the age of
5 18 and not a party to the within action. My business address is 21 Masonic Avenue, Suite A, San
6 Francisco, California 94118.

7 On today's date, I served the following document(s) described as **DECLARATION OF**
8 **MELISSA GARDNER IN SUPPORT OF OPPOSITIONS TO SMARTRENT AND**
9 **EQUITY MOTIONS TO COMPEL ARBITRATION AND STAY PROCEEDINGS** on all
10 parties in this action as follows:

11 Jura C. Zibas 12 Margo A. Crawford 13 WILSON ELSER MOSKOWITZ 14 EDELMAN & DICKER LLP 15 655 Montgomery Street, Suite 900 16 San Francisco, California 94111 17 Email: jura.zibas@wilsonelser.com 18 margo.crawford@wilsonelser.com 19 Facsimile: (415) 434-1370	20 Theane Evangelis 21 Jeremy S. Smith 22 Daniel M. Rubin 23 Amanda M. Sadra 24 GIBSON, DUNN & CRUTCHER LLP 25 333 South Grand Avenue 26 Los Angeles, California 90071 27 Email: tevangelis@gibsondunn.com 28 jssmith@gibsondunn.com drubin@gibsondunn.com asadra@gibsondunn.com Facsimile: (213) 229-7520
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17 X By E-Service. By emailing the document(s) to the persons at the e-mail address(es),
18 pursuant to and consistent with Code of Civil Procedure §§ 1010.6(a)(2), (4), (5), and
19 1010.6(3). No electronic message or other indication that the transmission was
20 unsuccessful was received within a reasonable time after the transmission.

21 _____ By Mail. By placing a true copy of the above-referenced document(s) in a sealed
22 envelope. I am readily familiar with the firm's practice of collection and processing
23 of mailing. Under the practice, it would be deposited with the U.S. Postal Service on
24 that same day with postage thereon fully prepared at San Francisco, California in the
25 ordinary course of business.

26 X By Fax. By forwarding the above-referenced document(s) by fax to the office of the
27 addressee(s) at the fax number listed above.

28 Executed on April 7, 2026 at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California that the above
is true and correct.


Rachael Payne