

## RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 6/17)

ate		11/07/2017 ,		Wenya	n Wang, Wenyan	Wang		17.7577.76.75	_ ("Landlord") an
		Barry Little Activities	Fabio F	Riccardi, Winnie	Lam	57,300,00		_ ("Tenant")	agree as follows:
P	RC	OPERTY:				05,006.7%			
A	١.	Landlord rents to Tenant	and Tenant rents fro	om Landlord, the re	eal property and im	provements descri	ibed as: 380	Colorado A	
		CA 94306-2411	and the same of th				and the same process of the same		("Premises")
В	3.	The Premises are for the	sole use as a persor	nal residence by the	ne following named	person(s) only: F	abio Ricca	di, Winnie L	am,
-		The following personal p	ronorty maintained n	ureuant to paragra	nh 11 is included:	Washer & dryon	window to	natmonte to	nol hav auteida
	٠.	The following personal p	roperty, maintained p	oursuarit to paragra		f checked) the pers			
р	).	The Premises may be su	bject to a local rent co	ontrol ordinance N			orial proport		DRAHD BLALL
		RM: The term begins on (		AND A STATE OF THE PARTY OF THE	per 1, 2017		"Commence	ment Date")	. If Tenant has no
		all amounts then due; (i							
2	ca	alendar days after giving	Tenant a Notice to Pa	av (C. A.R. Form P	PN) Notice may b	e delivered to Ten	ant (i) in per	son: (ii) by m	nail to Tenant's la
		wn address; or (iii) by em							
		dlord elects to void the le							
		eck A or B):	Noble transport out light	a dordwr fo ntod ie	smed check, armar	der kundelbby rtaus			
1	A		his Agreement contin	nues from the co	mmencement date	e as a month-to-m	nonth tenand	cv. Tenant i	may terminate th
	_		ritten notice at least 3						
			even if moving out ea						
		may be given on any		non motored inst			A crea 29 to	and considered	
)	B	<ol><li>Lease: This Agreem</li></ol>	ent shall terminate on	n (date)	November 1	. 2019	at	12	X AM/ PM
		Tenant shall vacate	the Premises upon t	termination of the	Agreement, unless	s: (i) Landlord and	Tenant hav	e extended	this Agreement i
		writing or signed a n	new agreement; (ii) m	nandated by local r	ent control law; or	(iii) Landlord acce	epts Rent fro	m Tenant (o	ther than past du
			a month-to-month te						
			to by Landlord and T						
		force and effect.	ion that been so of a	715 (2)=556q2 g1 2 0			5 18	3	
		NT: "Rent" shall mean all	monotony obligations	of Tanant to Land	lord under the term	ns of the Agreemen	t. except se	curity deposi	it.
F	REN		IIIOHELAIV ODIIGALIONS	or renant to Land					
. F	REN	Tenant agrees to pay \$ 7	7.900.00	per mont	n for the term of the	e Agreement.	e)oosox geb		
. F	REN A.	Tenant agrees to pay \$ 2 Rent is payable in advan	7,900.00	per mont	n for the term of the	e Agreement. ar month, and is de	elinguent on	the next day	(MODEL) Paramen
E	۱. 3.	Tenant agrees to pay \$ 2 Rent is payable in advan	7,900.00 nce on the 1st (or	per mont	n for the term of the day of each calendar	e Agreement. ar month, and is de	elinquent on	the next day	
E	3.	Tenant agrees to pay \$ 3 Rent is payable in advant If Commencement Date	7,900.00 nce on the 1st (or falls on any day othe	per mont per than the day Re	n for the term of the day of each calendant int is payable under	e Agreement. ar month, and is de r paragraph 3B, an	elinquent on ad Tenant ha	the next day s paid one f	full month's Rent i
E	3.	Tenant agrees to pay \$ 1 Rent is payable in advant If Commencement Date advance of Commencem	7,900.00 nce on the 1st (or falls on any day othe nent Date, Rent for the	per mont ) ( er than the day Re e second calendar	n for the term of the day of each calendant int is payable under	e Agreement. ar month, and is de r paragraph 3B, an	elinquent on ad Tenant ha	the next day s paid one f	full month's Rent i
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Tenant's Initials





Fax: (855) 261-1475

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LR REVISED 6/17 (PAGE 1 OF 7)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 7)

Catego	orv	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent fro	om 12/01/2017		continue refer to the continue	24 363		TROUTINGS
to 12	2/31/2017 (date)	\$7,900.00	559.1	\$7,900.00	11/30/2017	Wenyan Wang
*Securi	ity Deposit	\$7,900.00		\$7,900.00	11/07/2017	Wenyan Wang
Other	STATES SWELLEY E	S SED DECEMBER BYEST	everein par Apadold res.	rents from Landford, the r	naner bes Jas	all of alient brokers. A
Other	The second second second second					
Total _	•	\$15,800.00		\$15,800.00		or eller commercial ball. 70
*The m furnish LATE (A. Ter am and (or sur che B. Lar late Ch dee Ag	ed premises.  CHARGE; RETURNE nant acknowledges encounts of which are exited accounting expense of accounting expense of seck and \$35.00 as a N ndlord and Tenant ag e or NSF payment. A large or NSF fee shall emed an extension of lireement and as provi	D CHECKS: Ither late payment of Retremely difficult and ims, and late charges impoly calendar days after or last fee for each additional that these charges my Late Charge or NSI not constitute a waiver the date Rent is due unded by law.	ent or issuance of a return practical to determine. The losed on Landlord. If any ir the date due, or if a chec 2.000 % of the Rent on all returned check, either represent a fair and reasoff fee due shall be paid with as to any default of Tenar	d two months' Rent for unfolded check may cause Langese costs may include, bustallment of Rent due from the cost in the current installment into Landlord's right to collect in the cost in the cost in the current in the collect in the cost in the current in the collect in the cost in the cost in the current in the collect in the collect in the cost in the	dlord to incur cout are not limited in Tenant is not ill pay to Landlor d \$25.00 as a Notember addition its Landlord may of Rent. Landlord it a Late Charge	es, or three months' Rent fe es, or three months' Rent fe ests and expenses, the exa to, processing, enforcement received by Landlord within d, respectively, an addition NSF fee for the first returned al Rent. In incur by reason of Tenant ord's acceptance of any Late e or NSF fee shall neither be ghts and remedies under the
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B. STORA  STORA  A. UTILIT  except  Tenant  place to and on	The right to parking shall be an additions operable motor veh space(s) only. Park Premises. Mechanic the Premises except Parking is not permit AGE: (Check A or B) Storage is permitted The right to separate space fee shall be a shall not store proper food or perishable g Except for Tenant's TIES: Tenant agrees to shall pay Tenant's partiely in Tenant's name telephone line to the	icles, except for trailer icles, except for trailer ing space(s) are to be all work, or storage of it as specified in paragrated on the Premises.  as follows: as	per month. Pa s, boats, campers, buses kept clean. Vehicles leak inoperable vehicles, or sto inph 8.  is not, included in the Rer or in which another has an als, explosives, hazardous ained entirely within the Pr services, and the following , which s easonably determined and ement Date. Landlord is or ill pay any cost for convers	rking space(s) are to be used or trucks (other than picking oil, gas or other mot rage of any kind is not perfectly being the charged pursuant to part charged pursuant to part charged pursuant to part per month. Tenant shall structure waste or other inherently emises, storage is not per growing charges: water, garbags shall be paid for by Landlord. If the proposible for installing in from existing utilities structured in the proposition of the pr	ragraph 3. If not one only personal shall not straightful and shall not shall no	ric, gas s are not separately metere arately metered, Tenant sha ng one usable telephone jac
R B. STOR/ A.  UTILIT except Tenant place u and on A.	The right to parking shall be an additional operable motor veh space(s) only. Park Premises. Mechanic the Premises except Parking is not permited. The right to separate space fee shall be a shall not store proper food or perishable gracept for Tenant's Test. Tenant agrees to the shall pay Tenant's putilities in Tenant's not the water Submeters: the submeter. See a Gas Meter: The Presence on the property of the submeter. See a Gas Meter: The Presence of the space of the submeter. See a Gas Meter: The Presence of the space of the submeter. See a Gas Meter: The Presence of the space of	icles, except for trailer icles, except for trailer ing space(s) are to be all work, or storage of it as specified in paragrated on the Premises.  as follows:  a	per month. Pa s, boats, campers, buses kept clean. Vehicles leak noperable vehicles, or sto aph 8.  is not, included in the Rer or in which another has an als, explosives, hazardous ained entirely within the Pr services, and the following , which s easonably determined and ement Date. Landlord is or ill pay any cost for convers nises is measured by a su er Addendum (C.A.R. Form separate gas meter.	rking space(s) are to be used or trucks (other than picking oil, gas or other mot rage of any kind is not perfect that the part charged pursuant to part of the pa	ragraph 3. If not one only personal shall not structed on the Proge, sewer, electronal littles and maintaining and maintaining ervice provider.	rking properly registered arenant shall park in assigned shall not be parked on thing space(s) or elsewhere continuous property. Tenant owns, are ore any improperly package erial, or illegal substances, ric, gas are not separately metered arately metered, Tenant shall park in assignment of the property package erial, or illegal substances.
R B. STORA  A.  R X B. UTILIT except Tenant place to and on A.  B. C. COND smoke	The right to parking shall be an additional operable motor veh space(s) only. Park Premises. Mechanic the Premises except Parking is not permited. The right to separate space fee shall be a shall not store proper food or perishable gexcept for Tenant's Test. Tenant agrees to the shall pay Tenant's part to the water Submeters. The submeters: the submeter. See a Gas Meter: The Preference in the present of the	icles, except for trailer icles, except for trailer ing space(s) are to be all work, or storage of it as specified in paragrated on the Premises.  as follows:  e storage spaceis, additional \$ erty claimed by another opersonal property, control or pay for all utilities and gardening reportional share, as reme as of the Commence Premises. Tenant sha Water use on the Premises does not have a Premises does not have a	per month. Pa s, boats, campers, buses kept clean. Vehicles leak inoperable vehicles, or sto in the store of the store is not, included in the Rer is not, included in the Rer is or in which another has an ials, explosives, hazardous ained entirely within the Pr services, and the following which is easonably determined and ement Date. Landlord is or ill pay any cost for convers inses is measured by a su er Addendum (C.A.R. Form separate gas meter. is a separate electrical me	rking space(s) are to be used or trucks (other than picking oil, gas or other mot rage of any kind is not perfect that it charged pursuant to part of the part of	used only for park-up trucks). Teleor vehicle fluids ermitted in parking agraph 3. If not one only personal and shall not structured on the Propersonal fluid angerous material and utilities utilities are sepang and maintaining ervice provider. If any utilities utilities are sepang and maintaining ervice provider. If any utilities are sepang and maintaining ervice provider.	rking properly registered arenant shall park in assigned shall not be parked on thing space(s) or elsewhere continuous property. Tenant owns, are ore any improperly package erial, or illegal substances, remises. Irric, gas are not separately metered arately metered, Tenant shang one usable telephone jacon
R B. STORA  A.  R X B. UTILIT except Tenant place to and on A.  B. C. COND smoke	The right to parking shall be an additions operable motor veh space(s) only. Park Premises. Mechanic the Premises except Parking is not permit AGE: (Check A or B) Storage is permitted. The right to separate space fee shall be a shall not store prope food or perishable g Except for Tenant's TIES: Tenant agrees to the shall pay Tenant's name telephone line to the Water Submeters: the submeter. See a Gas Meter: The Pre Electric Meter: The ITION OF PREMISES: alarm(s) and carbook all that apply:)	icles, except for trailer icles, except for trailer icles, except for trailer icles, except for trailer ing space(s) are to be all work, or storage of it as specified in paragrated on the Premises.  as follows:  additional \$  arty claimed by another ods, flammable materipersonal property, control of pay for all utilities and gardening  argonitorional share, as reme as of the Commence Premises. Tenant sha Water use on the Premittached Water Submetermises does not have a Premises does not have a Premises does not have a Premises does not have and Premises does	per month. Pa s, boats, campers, buses kept clean. Vehicles leak inoperable vehicles, or sto in the store of the store is not, included in the Rer is not, included in the Rer is or in which another has an ials, explosives, hazardous ained entirely within the Pr services, and the following which is easonably determined and ement Date. Landlord is or ill pay any cost for convers inses is measured by a su er Addendum (C.A.R. Form separate gas meter. is a separate electrical me	rking space(s) are to be used or trucks (other than picking oil, gas or other mot rage of any kind is not perfect that the charged pursuant to part of the charges of the charge of	ragraph 3. If not ore only personal shall not stronger only personal shall not stronger on the Proge, sewer, electronal life and maintaining and maintaining ervice provider. The separately billins.	rking properly registered arenant shall park in assigned shall not be parked on thing space(s) or elsewhere continuity of the space of
B. STOR/ A.  R MB. UTILIT except Tenant place to and on A.  B. C. COND smoke (Check	The right to parking shall be an additions operable motor veh space(s) only. Park Premises. Mechanic the Premises except Parking is not permit AGE: (Check A or B) Storage is permitted. The right to separate space fee shall be a shall not store prope food or perishable g Except for Tenant's riles: Tenant agrees to the tight to separate space fee shall be a shall not store prope food or perishable g Except for Tenant's riles: Tenant agrees to the shall pay Tenant's name telephone line to the Water Submeters: the submeter. See a Gas Meter: The Precedent of the Stalarm(s) and carbon k all that apply:) Tenant acknowledge. Tenant's acknowledge (i) Landlord will Delito the Commenceme (ii) Tenant shall con MIMO within that tim Tenant will provide	icles, except for trailer icles and work, or storage of it as specified in paragrated on the Premises.  as follows:  as fo	per month. Pa s, boats, campers, buses kept clean. Vehicles leak noperable vehicles, or sto aph 8.  Jis not, included in the Rer por in which another has an als, explosives, hazardous ained entirely within the Priservices, and the following which seasonably determined and ement Date. Landlord is or all pay any cost for convers hises is measured by a suer Addendum (C.A.R. Form separate gas meter. We a separate electrical med determined and in operable condition of these items is contained	rking space(s) are to be used or trucks (other than picking oil, gas or other mot rage of any kind is not permote and the charged pursuant to part of the char	ragraph 3. If not ore only personal shall not straightful the process of condition (C.A. safter executions:  of condition (C.A. safter executions:  of condition (C.A. safter executions after Delivery.  n as stated in the within 3 (or	rking properly registered are nant shall park in assigned shall not be parked on the ng space(s) or elsewhere continuity in the Rent, storaged property Tenant owns, are ore any improperly package erial, or illegal substances. Inc., gas is are not separately metered arately metered, Tenant shang one usable telephone jacked for water usage based of caping and fixtures, including the Rent State of this Agreement; in the prior of this Agreement; in the prior Tenant's failure to return the MIMO.  In days after the parked on the parked of the parke

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Premises: 380 Colorado Ave, Palo Alto, CA 94306-2411 Date: November 7, 2017 11. MAINTENANCE USE AND REPORTING: A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines. Landlord X Tenant shall water the garden, landscaping, trees and shrubs, except: the areas that the sprinkler systems cover. C. 🗶 Landlord 🗌 Tenant shall maintain the garden, landscaping, trees and shrubs, except: D. X Landlord Tenant shall maintain Roof checkup and gutter cleanup once a year between Oct-Nov. Pest control inspection every two years Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: Washer & dryer Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or Tenant shall not use the premises to plant, grow, cultivate or sell marijuana. 12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant. 13. PETS: Unless otherwise provided in California Civil Code §54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except as agreed to in the attached Pet Addendum (C.A.R. Form PET). 14. NO SMOKING: (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any The Premises or common areas may be subject to a local non-smoking ordinance. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises. 

Smoking of the following substances only is allowed: 15. RULES/REGULATIONS: A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant, Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises. (If applicable, check one) Landlord shall provide Tenant with a copy of the rules and regulations within days OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT: The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit. B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date. (Check one) 1. Landlord shall provide Tenant with a copy of the HOA Rules within davs OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules. 17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 32C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

Tenant's Initials (LR REVISED 6/17 (PAGE 3 OF 7)

Landlord's Initials



Pre	emises: 380 Colorado Ave, Palo Alto, CA 94306-2411	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Date: November 7, 2017
18	. KEYS; LOCKS:		
10.	A. Tenant acknowledges receipt of (or Tenant will receive	ve 🕅 prior to the Commencement Date, or	MONORER GRASSUS SOMMETALAM IT
	2 key(s) to Premises,	remote control device(s) for gara	age door/gate opener(s).
	key(s) to mailbox,	shall be responsible for checking and in cash	monet basenew flow one yourse ,
	key(s) to common area(s),	trai 0 mainten una epivoloj ilana maibreu tar	ince payed the one line and lock it.
	B. Tenant acknowledges that locks to the Premises _ h		reflyas rife egeneb ic nelonifiem
	C. If Tenant re-keys existing locks or opening dev pay all costs and charges related to loss of any keys		
40		or opening devices. Tenant may not remove loc	ks, even if installed by Tenant.
19.	ENTRY:     A. Tenant shall make Premises available to Landlord or	r Landlord's representative for the purpose of er	otering to make necessary or agreed repairs
	(including, but not limited to, installing, repairing, anchoring or strapping water heaters, or repairin improvements, or supplying necessary or agreed senders, appraisers, contractors and others (collective take photos of the Premises.	testing, and maintaining smoke detectors and dilapidation relating to the presence of meservices; or to show Premises to prospective of	d carbon monoxide devices, and bracing, old); providing decorations, alterations, or or actual purchasers, tenants, mortgagees,
	B. Landlord and Tenant agree that 24-hour written noti required to conduct an inspection of the Premises Landlord has in writing informed Tenant that the Pre NSE), then, for the next 120 days following the deli- purchasers. (3) No written notice is required if Landlo purchasers.	prior to the Tenant moving out, unless the Te emises are for sale and that Tenant will be notified every of the NSE, notice may be given orally to ord and Tenant orally agree to an entry for agree	enant waives the right to such notice. (2) If ed orally to show the premises (C.A.R. Form show the Premises to actual or prospective ed services or repairs if the date and time of
	entry are within one week of the oral agreement. (4) consents at the time of entry; or (iii) if the Tenant has		emergency; (II) If the Tenant is present and
	C. (If checked) Tenant authorizes the use of a keysa		agrees to sign a keysafe/lockbox addendum
	(C.A.R. Form KLA).	pinal, grew collissin or nell meripora.	of average and over the factories of
20.	. PHOTOGRAPHS AND INTERNET ADVERTISING:	en at severed to satisfy him or herself as in as	ене т закоппомор формация вы
	A. In order to effectively market the Premises for sale Interested Persons. Tenant agrees that Broker may		
	Premises ("Images") for static and/or virtual tours		
	marketing materials and sites. Tenant acknowledges		
	who can view such Images and what use viewers ma <b>B.</b> Tenant acknowledges that prospective Interested F		
	Premises. Tenant understands that Broker does not		
	Images are taken and/or put into electronic display Images nor what use viewers may make of the Image	on the Internet or otherwise, neither Broker nor	
21.	. SIGNS: Tenant authorizes Landlord to place FOR SALE	/LEASE signs on the Premises.	
22.	ASSIGNMENT; SUBLETTING: A. Tenant shall not su Agreement or any interest in it, without Landlord's prior Premises or this Agreement or tenancy, by voluntary a Agreement. Any proposed assignee, transferee or suble and, if approved, sign a separate written agreement with	written consent. Unless such consent is obtained of Tenant, operation of law or otherwise, shaessee shall submit to Landlord an application are	ed, any assignment, transfer or subletting of all, at the option of Landlord, terminate this nd credit information for Landlord's approval
	not be construed as consent to any subsequent assign Agreement. B. This prohibition also applies (  does rarranged through AirBnB, VRBO, HomeAway or other shof the Agreement.	ment, transfer or sublease and does not release not apply) to short term, vacation, and transier	se Tenant of Tenant's obligations under this nt rentals such as, but not limited to, those
23.	<ul> <li>JOINT AND INDIVIDUAL OBLIGATIONS: If there is r performance of all obligations of Tenant under this Agree</li> </ul>		
24.	<ul> <li>LEAD-BASED PAINT (If checked): Premises wer acknowledges receipt of the disclosures on the attact</li> </ul>		
25.	<ul> <li>PERIODIC PEST CONTROL: (CHECK IF EITHER APP)</li> <li>A. Landlord has entered into a contract for periodic given to Landlord by the pest control company.</li> </ul>	c pest control treatment of the Premises and sha	all give Tenant a copy of the notice originally
	B. Premises is a house. Tenant is responsible for p		
26.	<ul> <li>METHAMPHETAMINE CONTAMINATION: Prior to an order prohibiting occupancy of the property becau</li> </ul>		
27.	. BED BUGS: Landlord has no knowledge of any infestat further information. Tenant shall report suspected bed inspection for and treatment of bed bugs. Landlord will no	I bug infestation to Landlord or, if applicable,	,
28.	. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Foffenders is made available to the public via an Internet van offender's criminal history, this information will include Code in which he or she resides. (Neither Landlord nor Eshould obtain information directly from this website.)	Web site maintained by the Department of Justic de either the address at which the offender resi	ce at www.meganslaw.ca.gov. Depending on ides or the community of residence and ZIP
29.	. 🗶 RESIDENTIAL ENVIRONMENTAL HAZARDS BOO	<b>DKLET:</b> Tenant acknowledges receipt of the residue.	dential environmental hazards booklet.
30.	. MILITARY ORDNANCE DISCLOSURE: (If applicate military training, and may contain potentially explosive military training).		ed within or e mile of an area once used for $WW$
	Tenant's Initials (44)	Landlord's Initials	(J/2) ([////])
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Pre	remises: 380 Colorado Ave, Palo Alto, CA 94306-2411	Date: November 7, 2017
31	I. POSSESSION:	
	A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession be extended to the date on which possession is made available to Tenant. If Land    ) calendar days after agreed Commencement Date, Tenant may termin and shall be refunded all Rent and security deposit paid. Possession is deemed terminal to Landlord.	flord is unable to deliver possession within <b>5 (or</b> anate this Agreement by giving written notice to Landlord
	B. Tenant is already in possession of the Premises.	
32.	2. TENANT'S OBLIGATIONS UPON VACATING PREMISES:	
	A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of including any common areas; (ii) vacate and surrender Premises to Landlord, and/or storage space; (iv) clean and deliver Premises, as specified in paragraph	empty of all persons; (iii) vacate any/all parking
	referenced in paragraph 10; (v) remove all debris; (vi) give written notice to L	Landlord of Tenant's forwarding address; and (vii
	B. All alterations/improvements made by or caused to be made by Tenant, with or of Landlord upon termination. Landlord may charge Tenant for restoration of the alterations/improvements.	Premises to the condition it was in prior to any
	C. Right to Pre-Move-Out Inspection and Repairs: (i) After giving or receiving notice of the expiration of this Agreement, Tenant has the right to request that an inspection of the rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given a termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed insurance and licenses and are approved by Landlord. The work shall comply with applica approval requirements. Repairs shall be performed in a good, skillful manner with materials. It is understood that exact restoration of appearance or cosmetic items following.	Premises take place prior to termination of the lease of an opportunity to remedy identified deficiencies prior to smade to the Premises as a result of this inspection and by Tenant or through others, who have adequate able law, including governmental permit, inspection and erials of quality and appearance comparable to existing all Repairs may not be possible. (iii) Tenant shall: (a
	obtain receipts for Repairs performed by others; (b) prepare a written statement indicating Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination	
33.	terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).  B. BREACH OF CONTRACT; EARLY TERMINATION: In addition to any obligations established.	shed by paragraph 32 in the event of termination by
	Tenant prior to completion of the original term of the Agreement, Tenant shall also be resp	ponsible for lost Rent, rental commissions, advertising
2.4	expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold	
34.	J. TEMPORARY RELOCATION: Subject to local law, Tenant agrees, upon demand of Land period, to allow for fumigation (or other methods) to control wood destroying pests or organ comply with all instructions and requirements necessary to prepare Premises to accommon bagging or storage of food and medicine, and removal of perishables and valuables. Tenant is	unisms, or other repairs to Premises. Tenant agrees to odate pest control, fumigation or other work, including
35.	diem Rent for the period of time Tenant is required to vacate Premises.  DAMAGE TO PREMISES: If, by no fault of Tenant, Premises are totally or partially damage	and or destroyed by fire earthquake accident or other
	casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant manotice. Rent shall be abated as of the date Premises become totally or partially uninhabitable	ay terminate this Agreement by giving the other writter b. The abated amount shall be the current monthly Ren
	prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair extent to which the damage interferes with Tenant's reasonable use of Premises. If damage	ur the damage, and Rent shall be reduced based on the
	guests, only Landlord shall have the right of termination, and no reduction in Rent shall be ma	
36.	6. INSURANCE: A. Tenant's or guest's personal property and vehicles are not insured by Lar	ndlord, manager or, if applicable, HOA, against loss of
	damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any o insurance (renter's insurance) to protect Tenant from any such loss or damage. B. T	Tenant shall comply with any requirement imposed or
	Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Te of insurance. C. Tenant shall obtain liability insurance, in an amount not less than \$ applicable, Property Manager as additional insured for injury or damage to, or upon, the	\$ naming Landlord and, i
	extension. Tenant shall provide Landlord a copy of the insurance policy before commencement	nt of this Agreement, and a rider prior to any renewal
37.	WATERBEDS/PORTABLE WASHERS: Tenant shall not use or have waterbeds on the Finsurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of pload capacity of Premises. Tenant shall not use on the Premises Protable Dishwasher Dishwasher Protable Dishwasher Protable Dishwasher Dishwasher Protable Dishwasher Dishwa	Premises unless: (i) Tenant obtains a valid waterbed one month's Rent; and (iii) the bed conforms to the floor
38.	8. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same	
39	NOTICE: Notices may be served at the following address, or at any other location subsequent	
	Landlord: 370 Anita Ave. Los Altos, CA 94024 Tenant: 3	80 COLORADO AVE
	tarve identified in the ROSD appear on this Agreement or any related documents, it shall t	Vincencyer the agreement or industs of the represent
40.	TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certific within 3 days after its receipt (C.A.R. Form TEC). Failure to comply with this requirement sha estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.	cate delivered to Tenant by Landlord or Landlord's agen all be deemed Tenant's acknowledgment that the tenan
41.	REPRESENTATION A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CF	REDIT: Tenant warrants that all statements in
	Tenant's rental application are accurate. Landlord requires all occupants 18 years complete a lease rental application. Tenant acknowledges this requirement and agree	of age or older and all emancipated minors to
	Premises reaches the age of 18 or becomes an emancipated minor. Tenant authoredit report periodically during the tenancy in connection with the modification or entitle tenancy in connection.	norizes Landlord and Broker(s) to obtain Tenant's iforcement of this Agreement. Landlord may cance
	this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s) application is false; (ii) After commencement date, upon disapproval of an updated	credit report or toppin discovering that information
	Tenant's Initials (AC) Landlord	d's Initials ( $yz$ ) ( $ww$ )

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 5 OF 7)

Premises: 380 Colorado Ave, Palo Alto, CA 94306-2411 Date: November 7, 2017 in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement. B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing. Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises. 42. MEDIATION: A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filling or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement. 43. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ ), except as provided in paragraph 42A. 44. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties, 45. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: If checked, the following ATTACHED documents are incorporated in this agreement: Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD); Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); Landlord in Default Addendum (C.A.R. Form LID Other 1. Non-smoking ADM, 2. Megan's Law Data Base Disclosure, 3. Bed Bug Disclosure 46. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing. 47. AGENCY: A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction: Listing Agent: (Print firm name) BayOne Real Estate Investment Co. is the agent of (check one): X the Landlord exclusively; or both the Landlord and Tenant. Leasing Agent: (Print firm name) (if not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord B. DISCLOSURE: X (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: 49. Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA). 50. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation. 51. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA). 52. RECEIPT: If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds, 53. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 55 or 56 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity). Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of the same of Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriat professionals.

LR REVISED 6/17 (PAGE 6 OF 7)

Tenant's Initials

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 7)

Landlord's Initials

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54. The Premises is being man.  X Listing firm in box below		alcad).		
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55. Tenant agrees to rent the One or more Tenants is s	Premises on the above to signing this Agreement in a	erms and conditions a representative capac		dividual. See attached
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and attorney fees included i to by Landlord and Tenant occurring under this Agree	in enforcing the Agreement; (ii t; and (iii) waive any right to ment before seeking to enforc	) consent to any changes, require Landlord and/or the this Guarantee.	due pursuant to this Agreement, includi modifications or alterations of any term Landlord's agents to proceed agains	in this Agreement agreed at Tenant for any default
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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 7 OF 7)

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## **BED BUG DISCLOSURE**

(C.A.R. Form BBD, 6/17) (California Civil Code §1954.603)

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and	Wenyan Wang, Wenyan Wa		l avods edi no pszime	is referred to as ("Landlord
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a subsidiary of the California Association of REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020 BBD 6/17 (PAGE 1 OF 1)

who subscribe to its Code of Ethics.

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BED BUG DISCLOSURE (BBD PAGE 1 OF 1)

Reviewed by

Date

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## AGENCY LAW DISCLOSURE

Disclosure Regarding Real Estate Agency Relationships For Negotiating Lease Agreements for Periods Exceeding One Year

Jia Liu (Elaine) Prepared by: Agent 408 234 5953 Phone Bayone Realty Broker elaine@agentliu.com Email

NOTE: This form is used by agents as an attachment when entering into a lease of residential or commercial property or an exclusive authorization to lease or locate property in which the intended lease period exceeds one year, to comply with agency disclosure law controlling the conduct of real estate licensees when in agency relationships. [Calif. Civil Code §§2079 et sed.1

Nov. 7, 2017 380 Colorado Ave. Palo Alto DATE: Ye Zhou, Wenyan Wang & Fabio Riccardi, Winnie Lam TO THE LANDLORD AND THE TENANT:

- FACTS: When you enter into a discussion with a real estate agent regarding a real estate transaction, you should. from the outset, understand what type of agency relationship or representation you wish to have with the agent in the
- LANDLORD'S AGENT: A Landlord's Agent under a listing agreement with the Landlord acts as the Agent for the Landlord only. A Landlord's Agent or a subagent of that Agent has the following affirmative obligations:

2.1 To the Landlord:

A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Landlord.

2.2 To the Landlord and the Tenant:

a. Diligent exercise of reasonable skill and care in performance of the Agent's duties.

A duty of honest and fair dealing and good faith.

A duty to disclose all facts known to the Agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of the parties.

An Agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

TENANT'S AGENT: A Tenant's Agent can, with a Tenant's consent, agree to act as the Agent for the Tenant only. In these situations, the Agent is not the Landlord's Agent, even if by agreement the Agent may receive compensation for services rendered, either in full or in part, from the Landlord. An Agent acting only for a Tenant has the following affirmative obligations:

To the Tenant:

A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Tenant.

3.2

To the Landlord and the Tenant:

a. Diligent exercise of reasonable skill and care in performance of the Agent's duties.

b. A duty of honest and fair dealing and good faith.

- A duty to disclose all facts known to the Agent materially affecting the value or desirability of the property that are not known to or within the diligent attention and observation of the parties. An Agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.
- AGENT REPRESENTING BOTH THE LANDLORD AND THE TENANT: A Real Estate Agent, either acting directly or through one or more associate licensees, can legally be the Agent of both the Landlord and the Tenant in a transaction, but only with the knowledge and consent of both the Landlord and the Tenant.
  - In a dual agency situation, the Agent has the following affirmative obligations to both the Landlord and the Tenant:
    - A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Landlord or the Tenant.

Other duties to the Landlord and the Tenant as stated above in their respective sections.

- 4.2 In representing both the Landlord and the Tenant, the Agent may not, without the express permission of the respective party, disclose to the other party that the Landlord will accept rent less than the listed amount or that the Tenant will pay rent greater than the listed amount.
- 5. The above duties of the Agent in a real estate transaction do not relieve a Landlord or a Tenant from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A Real Estate Agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.
- 6. Throughout your real property transaction, you may receive more than one disclosure form depending upon the number of Agents assisting in the transaction. The law requires each Agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the Real Estate Agent in your specific transaction.

  7. This disclosure form includes the provisions of §2079.13 to §2079.24, inclusive, of the Calif. Civil Code set forth on the

reverse hereof. Read it carefully. The terms "buyer" and "seller" in the statutory code on page two refer to a "tenant" and "landlord," respectively.

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(Tenant's Broker)	Date	(Tenant's Signature)	Date
		ale L	11/7/17
(Associate Licensee Signature)	Date	(Tenant's Signature)	Date
Bayone Realty		¶e Zhou  ■	and, except as provided in subdivision (c), al-
(Landlord's Broker)	Date	(Landiord's Signature)	- Authentisism - Date
2	11/7/2017	11/8/2017 2:55:15 AM PST	Wenyan Wang
(Associate Licensee Signature)	Date	(Landlord's Signature)	11/8/2017 2:38:56 AM PST Date

2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- a. "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- b. "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee.

The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

- c. "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction." Buyer includes vendee or lessee.
- d. "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.
- e. "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- f. "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- g. "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- j. "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- k. "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- m. "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- n. "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- o. "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- p. "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

§2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

 The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

- b. The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
- Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- d. The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

§2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

§2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

- As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.
- The confirmation required by subdivisions (a) and (b) shall be in the following form:

[Do not fill out]	is the agent of (check one)
(Name of the Seller's Agent)	
the seller exclusively; or	
□ both the buyer and seller.	
[Do not fill out]	_ is the agent of (check one)
(Name of the Buyer's Agent if not the same as	the Seller's Agent)
☐ the buyer exclusively;	
☐ the seller exclusively; or	
□ both the buyer and seller.	

d. The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

§2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

§2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

§2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

§2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the expressed written consent of the buyer.

This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

§2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

§2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

§2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.









# Homeowner's Combined Information Guides



## **Enclosed Publications Include:**

- Residential Environmental Hazards—
  A Guide For Homeowners, Homebuyers, Landlords and Tenants
  California Environmental Protection Agency 2011 UPDATE
- Protect Your Family From Lead In Your Home
  United States Environmental Protection Agency
- Homeowner's Guide to Earthquake Safety
  State of California Seismic Safety Commission
- HERS What is Your Home Energy Rating? California Energy Commission

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Date	
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### MEGAN'S LAW DATA BASE DISCLOSURE

Regarding Registered Sex Offenders (C.A.R. Form DBD, Revised 11/08)

The following terms an	d conditions are hereby incorporated in and ma	ade a part of the: $\square$ Residential Purchase Agreement,
Agreement, X Residentia	al Lease or Month-to-Month Rental Agreement,	other
		dated, on property
property known as:	380 Colorado Ave, F	Palo Alto, CA 94306-2411
in which	Fabio Riccardi, Winnie Lam	is referred to as Buyer/Tenant
and	Wenyan Wang, Wenyan Wang	is referred to as Seller/Landlord.
Notice: Pursuant to Sect	ion 290.46 of the Penal Code, information about	specified registered sex offenders is made available to the
public via an Internet W	leb site maintained by the Department of Justice	e at www.meganslaw.ca.gov. Depending on an offender's
criminal history, this info	rmation will include either the address at which th	ne offender resides or the community of residence and ZIP
Code in which he or she	resides.	
	nis website during Buyer's inspection contingency p	wants further information, Broker recommends that Buyer period. Brokers do not have expertise in this area.) $Date \underbrace{ \mathcal{U} - \mathcal{Z} - \mathcal{U} \mathcal{Z}}$
Buyer/Tenant Winnie Lan		Date 11/7/17
Seller/Landlord Wedyal	Property 2:55:19 AM PST	Date
Seller/Landlord Wenyal	Authentision Wenyan Wang  11/8/2017 2:39:01 AM PST	Date

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Reviewed by \_\_\_\_\_

EQUAL HOUSING

DBD REVISED 11/08 (PAGE 1 OF 1)

MEGAN'S LAW DATA BASE DISCLOSURE (DBD PAGE 1 OF 1)

BayOne Real Estate Investment Co., 10055 Miller Road Cupertino, CA 95014

iller Road Cupertino, CA 95014 Phone: (408) 234-5953
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Date

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380 Colorado

		NON	N-SMOKING ADDI	ENDUM	
		Prepared by: Agent <u>Jia Liu (Elair</u> Broker <u>Bavone Rea</u>	ne) altv	Phone 408.234 Email elaine@	
DATE:	Nov. 7	, 20 <u>17</u> , at <u>380 Colorado Ave</u>	e. Palo Alto		, California.
Items	left blaņk o	r unchecked are not applicable.			
FACTS	S:				
<b>1.</b> Th	is is an add	dendum to the following:			
~	Residentia	I lease agreement			
		I rental agreement			
1.1		e same date, or dated			
1.2		into by Ye Zhou, Wenyan Wang		,	as the Landlord, and
		iccardi, Winnie Lam			, as the Tenant,
1.3	3 regardir	ng real estate referred to as 380 Colo	orado Ave. Palo Alto, CA 9	94306	
<b>3.</b> Te		sehold members and Tenant's guest operty, including the frontage and other			
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l agre	e to the	terms stated above.	I agree to the te	erms stated above	
Date:_		, 20_17	Date: Nov. 7	, 20_17	
	ure:	Ye Zhou, Wenyan Wang  Pertisse Zhou  Wenyan War  2017 2:55:21 AM PST  Authentissen  Wenyan War  11/8/2017 2:39:11 Af	Tenant: Fabio Rico		
FORM	563-1	06-11 ©2011 fir	st tuesday, P.O. BOX 20	069, RIVERSIDE, CA	92516 (800) 794-0494



Rental Agreement,	Other	part of the Residential Lease or Month-to-Month
dated 11/07/2017 , or	n property located at (Street Address) 380 Colora	do Ave
(Unit/Apartment)		tate) CA (Zip Code) 94306-2411 ("Premises"),
in which Fabio Riccar		is referred to as "Tenant" and
	enyan Wang, Wenyan Wang	is referred to as "Landlord" (the term "Landlord"
includes Owner and ag		
in inspection, Tenant a mildew contamination. Tenant acknowledges accumulate inside the accumulate, it can lead acknowledges and agr Tenant's agreement to	grees that the Premises is being delivered free of (If checked,  the Premises was previously treate and agrees that (i) mold can grow if the Premise Premises if it is not regularly aired out, especially ir d to the growth of mold; and (iv) mold may grow e ees that Tenant has a responsibility to maintain the do do so is part of Tenant's material consideration	pt as may be noted at the time of Tenant's move known damp or wet building materials ("mold") or ed for elevated levels of mold that were detected.) ses is not properly maintained; (ii) moisture may n coastal communities; (iii) if moisture is allowed to even in a small amount of moisture. Tenant further the Premises in order to inhibit mold growth and that in Landlord's agreement to rent the Premises to
Tenant. Accordingly, T		
	emises free of dirt, debris and moisture that can ha	
	ew or mold that appears with an appropriate cleane	
<ol><li>Clean and dry a possible;</li></ol>	iny visible moisture on windows, walls and other s	surfaces, including personal property as quickly as
<ol> <li>Use reasonable Premises;</li> </ol>	care to close all windows and other openings in	the Premises to prevent water from entering the
<ol><li>Use exhaust fa inoperative exhaust</li></ol>		using those facilities and notify Landlord of any
	tify Landlord of any water intrusion, including bu	nt not limited to, roof or plumbing leaks, drips or
	ify Landlord of overflows from bathroom, kitchen o	or laundry facilities:
	ify Landlord of any significant mold growth on surfa	
		make inspections regarding mold and ventilation;
and		
and assigns fro household or Te	m any and all claims, liabilities or causes of action	rd and Landlord's employees, agents, successors on of any kind that Tenant, members of Tenant's gainst Landlord or Landlord's agents resulting from ease/Rental Mold and Ventilation Addendum.
Tenant (Signature)	Lebo L	Date 11-7-12
Tenant (Print name)	Fabio Riccardi	
Tenant (Signature)	Mil	Date
Tenant (Print name)	Winnie Lam	
Landlord (Signature)	The Thou	Date
Landlord (Print name)	Wanyan Wang 11/8/2017 2:55:22 AM PST	
Landlord (Signature)	Authentision	Date
Landlord (Print name)	Wenyan Wandenyan Wang	
form, or any portion thereof, by pi THIS FORM HAS BEEN APPE ACCURACY OF ANY PROVIS	hotocopy machine or any other means, including facsimile or computerized ROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®. NO SION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKI IRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFES	O REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE
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(6)	nue, Los Angeles, California 90020	Reviewed by Date equal housing exportantly
LRM REVISED 6/16 (PAGE	: 1 OF 1) EASE/RENTAL MOLD AND VENTILATION ADDI	
	0055 Miller Road Cupertino, CA 95014	Phone: (408) 234-5953 Fax: (855) 261-1475 380 Colorado



### **MOVE IN / MOVE OUT INSPECTION**

(C.A.R. Form MIMO, Revised 11/07)

Property Address 380 Colorado Ave, Palo Alto, CA 94306-2411 Unit No. Inspection: Move In \_\_\_\_\_\_\_\_ (Date) Move Out (Date) Tenant(s) Fabio Riccardi, Winnie Lam When completing this form, check the Premises carefully and be specific in all items noted. Check the appropriate box: S - SATISFACTORY/CLEAN O-OTHER **D-DEPOSIT DEDUCTION MOVE IN MOVE OUT** N S O Comments S O D Comments Front Yard/Exterior Landscaping " Fences/Gates Sprinklers/Timers Walks/Driveway Porches/Stairs Mailbox Light Fixtures **Building Exterior** Entry Security/Screen Doors Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Light Fixtures/Fans Switches/Outlets **Living Room** Doors/Knobs/Locks Flooring/Baseboards Walls/Ceilings Window Coverings Windows/Locks/Screens Light Fixtures/Fans Switches/Outlets Fireplace Equipment Dining Room Flooring/Baseboards Walls/Ceilings Window Coverings Windows/Locks/Screens Light Fixtures/Fans Switches/Outlets Tenant's Initials Tenant's Initials Landlord's Initials ( Landlord's Initials ( The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1982-2007, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. Reviewed by MIMO REVISED 11/07 (PAGE 1 OF 5)

MOVE IN / MOVE OUT INSPECTION (MIMO PAGE 1 OF 5)

Phone: (408) 234-5953

Fax: (855) 261-1475

380 Colorado

Property Address: 380 Colorado Ave, Palo Alto, CA 94306-2411	Date:
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Property Address: 380 Colorado Ave, Palo Alto, CA 94306-2411	Date:
MOVE IN	MOVE OUT
N S O Comments	S O D Comments
Garage/Parking	
Garage Door	
Other Door(s)	
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Patio Cover(s)	
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Security Window Bars	
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Attached Supplement(s)	
THIS SECTION TO BE COMPLETED AT MOVE IN: Receipt of a copy	
Tenant De D	Fabio Riccardi Date 1/-2-17
Tenant (Carlotte and Carlotte a	Winnie Lam Date
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Landlord (Owner or Agent) Wenyan Wang Landlord Wenyan Wang	Date
(Print Name) 11/8/2017 2:39:34 AM PST	
THIS SECTION TO BE COMPLETED AT MOVE OUT: Receipt of a co	ny of this form is acknowledged by:
- 14-1	
Tenant	
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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS®	
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