



LEASE LISTING AGREEMENT
EXCLUSIVE AUTHORIZATION TO LEASE OR RENT COMPASS
(C.A.R. Form LL, Revised 6/23)

Date Prepared: 06/24/2024

1. EXCLUSIVE RIGHT TO LEASE: GENESEE APARTMENTS LLC (Rental Property Owner or RPO) hereby employs and grants COMPASS (Broker) beginning (date) 06/24/2024 and ending at 11:59 P.M. on (date) 09/30/2024 (Listing Period) the exclusive and irrevocable right to lease or rent the real property in the City of WEST HOLLYWOOD, County of LOS ANGELES, California, described as 1021 N GENESEE AVE #9, WEST HOLLYWOOD, CA 90046 (Premises).

2. LISTING TERMS:
A. RENT AMOUNT: Three Thousand, Six Hundred Dollars \$ 3,600.00 per Month
B. SECURITY DEPOSIT \$3,600.00
C. TYPE OF TENANCY: (Check all that apply): [] Month-to-month; [X] One year [] Other
D. ITEMS INCLUDED IN LEASE/RENTAL: All fixtures and fittings attached to the Premises and the following items of personal property: ALL APPLIANCES
E. PERSONAL PROPERTY THAT WILL NOT BE MAINTAINED OR REPLACED BY RPO: The following items of personal property are being left on the Premises as a courtesy by RPO and are not warranted in any way, nor will they be maintained or replaced by RPO: N/A
F. ITEMS EXCLUDED FROM LEASE/RENTAL: [] Garage/Carport; []
G. ADDITIONAL TERMS: 1 Covered Parking Spot.
If Jordan Portugal represents both Buyer/Tenant and Seller/Landlord, Commission to be 3.5% of Total Annual Rent.

3. COMPENSATION:
Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between RPO and Broker (real estate commissions include all compensation and fees to Broker).

A. RPO agrees to pay to Broker as compensation for services, irrespective of agency relationship(s), as specified below:
(1) For fixed-term leases:
(a) Either (i) [X] 5.000 percent of the total rent for payments due under the lease (or, if 3C applies, the total rent for the term specified in 2C); or (ii) [] \$; or (iii) [] ;
(b) RPO agrees to pay Broker additional compensation of , if a fixed term lease is extended or renewed for an additional fixed term. Payment is due upon such extension or renewal.
(2) For month-to-month rental: Either (i) [] percent of ; or (ii) [] \$ or (iii) [] .
(3) For either a fixed term or month-to-month:
(a) If during the Listing Period, or any extension, Broker, cooperating broker, RPO or any other person procures a ready, willing, and able Tenant(s) whose offer to lease/rent the Premises on any price and terms is accepted by RPO, provided the Tenant takes possession of the Premises under the terms of the lease or rental or is prevented from doing so by RPO. (Broker is entitled to compensation whether any tenancy resulting from such offer begins during or after the expiration of the Listing Period, or any extension.)
(b) If RPO, within 90 calendar days after the end of the Listing Period or any extension thereof, enters into a contract to transfer, lease or rent the Premises to anyone (Prospective Transferee) or that person's related entity: (i) who physically entered and was shown the Premises during the Listing Period or any extension thereof by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to RPO a signed, written offer to lease or rent the Premises. RPO, however, shall have no obligation to Broker under this subparagraph 3A(3)(b) unless, no later than the end of the Listing Period or any extension or cancellation, Broker has given RPO a written notice of the names of such Prospective Transferees.
(c) If, without Broker's prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, or otherwise transferred, or made unmarketable by a voluntary act of RPO during the Listing Period, or any extension.
B. If commencement of the lease or rental is prevented by a party to the transaction other than RPO, then compensation which otherwise would have been earned under paragraph 3A shall be payable only if and when RPO collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting the expenses of collection, if any.
C. In addition, RPO agrees to pay:
D. Broker may retain compensation due from any move-in payments made by Tenant to Broker pursuant to the lease or rental agreement. Broker is authorized to instruct Tenant to deduct the amount of Broker compensation from any move-in payment and make a separate payment to Broker for such amount.
E. [] COMPENSATION ON SUBSEQUENT SALE TO TENANT: RPO agrees to pay Broker if Tenant directly or indirectly acquires, or enters into an agreement to acquire title to Premises or any part thereof, whether by sale, exchange or otherwise, during the term or any extension of tenancy, compensation equal to percent of the selling price or total consideration in said transfer, whichever is greater. Payment is due upon Tenant's direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, shall be through escrow.

Owner's Initials (SS) ()



Property Address: 1021 N GENESEE AVE #9, WEST HOLLYWOOD, CA 90046

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- F. RPO has been advised of Broker's policy regarding cooperation with, and the amount of compensation offered to, other brokers.
 - (1) Broker is authorized to cooperate with and compensate brokers participating through the multiple listing service(s) ("MLS") by offering to MLS brokers out of Broker's compensation specified in **3A**:
 - (a) For a fixed term lease, either 2.500 percent of the total rent payments due under the lease, or \$ _____; or _____.
 - (b) For a month to month rental, either _____ percent of amount specified in **3A(2)** used to calculate Broker's percentage compensation, or \$ _____ or _____.
 - (2) Broker is authorized to cooperate with and compensate brokers operating outside the MLS as per Broker's policy.
- G. (1) RPO warrants that RPO has no obligation to pay compensation to any other broker regarding the lease or rental of Premises unless the Premises are leased or rented to:
 - (2) If Premises are leased or rented to anyone listed in **3G(1)** during the time RPO is obligated to compensate another broker:
 - (i) Broker is not entitled to compensation under this Agreement; and (ii) Broker is not obligated to represent RPO with respect to such transaction.

4. TENANT PAYMENTS:

- A. The following are due and payable to RPO, unless otherwise specified:
 - 1. First Month's Rent: to Broker; due at execution, upon possession, other _____
 - 2. Security Deposit: to Broker; due at execution, upon possession, other _____
 - 3. Other: _____ to Broker; When due: _____
 - 4. Other: _____ to Broker; When due: _____

B. **DIRECT ELECTRONIC RENTAL PAYMENTS:** If RPO permits Tenant to pay rent by direct deposit such as wire or electronic payment or other online method, RPO should discuss with a Landlord-Tenant attorney the implications of doing so in the event Tenant defaults and an eviction becomes necessary. See also: Wire Fraud Advisory (C.A.R. Form WFA) for additional information.

- 5. **KEYSAFE/LOCKBOX:** (If checked) RPO authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
- 6. **SIGN:** (If checked) RPO authorizes Broker to install a FOR LEASE sign on the Premises.
- 7. **MULTIPLE LISTING SERVICE:** Information about this listing will (or will not) be provided to a multiple listing service(s) ("MLS") of Broker's selection. If not, then MLS rules may require an exclusion form, such as C.A.R Form SELM, be submitted to the MLS. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. RPO authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
- 8. **SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. RPO agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect RPO.
- 9. **OWNERSHIP, TITLE AND AUTHORITY:** RPO warrants that: (i) RPO is the legal RPO of the Premises; (ii) no other persons or entities have title to the Premises; and (iii) RPO has the authority to both execute this Agreement and lease or rent the Premises. Exceptions to ownership, title and authority: _____
- 10. **RPO REPRESENTATIONS:** RPO represents that, unless otherwise specified in writing, RPO is unaware of: (i) any recorded Notice of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; (iii) any bankruptcy, insolvency or similar proceeding affecting the Premises; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or RPO's ability to lease, rent or transfer it; and (v) any current, pending or proposed special assessments affecting the Premises. RPO shall promptly notify Broker in writing if RPO becomes aware of any of these items during the Listing Period or any extension thereof.
- 11. **TAX WITHHOLDING AND REPORTING:**
 - A. If RPO is not a California Resident or a corporation or LLC qualified to conduct business in California, RPO authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to RPO that exceed \$1,500 received by Broker in a calendar year, unless RPO completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
 - B. If RPO is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) RPO authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless RPO elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Connected With the Conduct of a Trade of Business in the United States. A Foreign Investor RPO will need to obtain a U.S. tax payer identification number and file declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor RPO will be responsible for making any necessary estimated tax payments.
 - C. Broker has a legal duty to report rental income received to tax collection agencies via IRS form 1099.

12. BROKER'S AND RPO'S DUTIES:

- A. Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless RPO gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium.
- B. RPO agrees to complete a Rental Property Owner Disclosure (C.A.R. Form RPOD) and Rental Property Owner Questionnaire (C.A.R. Form RPOQ), which shall be provided to Broker within **3 Days** of completing (or with) this Agreement. RPO authorizes Broker to provide tenant with the RPOD completed by RPO with any lease or rental agreement.
- C. RPO agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises subject to **3G**, and following all applicable fair housing laws. RPO is responsible for determining at what price and terms to list and lease or rent the Premises. RPO, but NOT Broker, is responsible for compliance with all health and safety legal requirements, such as but not limited to smoke alarm and carbon monoxide detector installation, and water heater bracing.



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Date: **06/24/2024**

D. RPO agrees to indemnify, defend and hold harmless Broker and all persons in Broker's firm, as permitted by law, from all costs, expenses, suits, claims, liabilities, damages, judgments, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including RPO, (i) for those acts relating to the leasing of the Property by Broker, or any person operating through Broker's license, or the performance or exercise of any of the duties, powers, or authorities granted to Broker; (ii) from any incorrect or incomplete information supplied by RPO; (iii) from any material facts that RPO knows but fails to disclose including dangerous or hidden conditions on the Premises, and (iv) actions brought by the Department of Fair Employment and Housing or other government regulatory body. This paragraph shall apply to all actions and claims, including those arising out of Broker's negligence but not to the willful misconduct or gross negligence of Broker and shall extend to claims occurring after this Agreement is terminated as well as while it is in force. RPO's obligations under this paragraph will not be limited by insurance requirements or by any other provision of this Agreement.

13. AGENCY RELATIONSHIPS:

- A. Disclosure: If the listing is for a tenancy in excess of one year or compensation is owed to Broker under **paragraph 3E**, RPO acknowledges receipt of the "Disclosure Regarding Agency Real Estate Relationship" form (C.A.R. Form AD).
- B. **RPO Representation:** Broker shall represent RPO in any resulting transaction, except as specified in **paragraph 3G**.
- C. **Possible Dual Agency With Tenant:** Depending upon the circumstances, it may be necessary or appropriate for Broker to act as an agent for both RPO and Tenant. Broker shall, as soon as practicable, disclose to RPO any election to act as a dual agent representing both RPO and Tenant. If a Tenant is procured directly by Broker or an associate licensee in Broker's firm, RPO hereby consents to Broker acting as a dual agent for RPO and such Tenant.
- D. **Other RPOs:** RPO understands that Broker may have or obtain listings on other properties and that potential tenants may consider, make offers on, or lease or rent through Broker, premises the same as or similar to RPO's Premises. RPO consents to Broker's representation of RPOs and tenants of other properties before, during and after the end of this Agreement.
- E. **Confirmation:** If the Premises includes residential property with one to four dwelling units, and the agreed-upon lease is for a tenancy in excess of one year, Broker shall confirm the agency relationship described above, or as modified, in writing, prior to or coincident with RPO's and Tenant's execution of such lease.
- F. **Termination of Agency Relationship:** RPO acknowledges and agrees that unless RPO and Broker enter into a separate property management agreement, Broker will not represent RPO in any manner regarding the management of the Premises. RPO further agrees that the representation duties of, and agency relationship with, Broker terminate at the earlier of (i) or (ii) below: (i) Entering into a rental or lease agreement for the Premises and, if checked, (choose all that apply) Tenant occupancy, delivering to Tenant keys or other means of entering the Premises, Tenant walkthrough, completion of Move In Inspection (such as C.A.R. Form MII or comparable form agreed-to by the parties); or (ii) If no lease is already entered into, at the expiration of this Agreement.

14. ATTORNEY'S FEES: In any action, proceeding or arbitration between RPO and Broker arising out of this Agreement, RPO and Broker shall be responsible for paying their own attorney's fees and costs except as provided in **paragraph 15A**.

15. DISPUTE RESOLUTION:

A. MEDIATION:

- (1) RPO and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action.
- (2) Mediation fees, if any, shall be divided equally among the parties involved.
- (3) If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, and that party is the losing party in any such action, the prevailing party shall be entitled to recover attorney fees, notwithstanding **paragraph 14**. Exclusions from this mediation agreement are specified in **paragraph 15B**.

B. ADDITIONAL MEDIATION TERMS: The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is 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 or violation of the mediation provisions.

C. ADVISORY: If RPO and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

16. MANAGEMENT APPROVAL: If a salesperson or broker-associate enters this Agreement on Broker's behalf, and Broker/Manager does not approve of its terms, Broker/Manager has the right to cancel this Agreement, in writing, within 5 calendar days after its execution.

17. EQUAL HOUSING OPPORTUNITY: The Premises is offered in compliance with federal, state and local anti-discrimination laws.

18. ADDITIONAL TERMS:

- A. Rental Property Owner Disclosure (C.A.R. Form RPOD);
- B. Rental Property Owner Questionnaire (C.A.R. Form RPOQ);
- C. Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- D. California Consumer Privacy Act Advisory (C.A.R. Form CCPA);
- E. Disclosure Regarding Real Estate Agency Relationships (C.A.R. Form AD)
- F. Keysafe/Lockbox-Addendum (C.A.R. Form KLA);
- G. Other: _____

19. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon RPO and RPO's successors and assigns.

20. 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 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.

Owner's Initials  () ()



Property Address: 1021 N GENESEE AVE #9, WEST HOLLYWOOD, CA 90046 Date: 06/24/2024

21. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer, identified in the signature block below, 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 Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall deliver to Broker, within **3 Days** after execution of this Agreement, 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).

By signing below, RPO acknowledges that RPO has read, understands, received a copy of, and agrees to the terms of this Agreement.

ENTITY RENTAL PROPERTY OWNERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more RPO's is a trust, corporation, LLC, probate estate, partnership, other entity or holds a power of attorney.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. See **paragraph 20** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is: SHAWHEEN SHAYAN.
- (4) If a trust, identify RPO as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

RENTAL PROPERTY OWNER SIGNATURE(S):

(Signature) By, SHAWHEEN SHAYAN Date: 06/24/2024

Printed name of RPO: GENESEE APARTMENTS LLC

Printed Name of Legally Authorized Signer: SHAWHEEN SHAYAN Title, if applicable, Authorized Signer

Address 938 N SWEETZER AVE City LOS ANGELES State CA Zip 90069

Email shawnshayan9@gmail.com Phone # (310)890-2222

Social Security/Tax ID # (for reporting purposes): _____

(Signature) By, _____ Date: _____

Printed name of RPO: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State _____ Zip _____

Email _____ Phone # _____

Social Security/Tax ID # (for reporting purposes): _____

Additional Signature Addendum attached (C.A.R. Form ASA)

Real Estate Broker (Firm) COMPASS DRE Lic. # 01991628

Address 8560 W Sunset Blvd 3rd Floor City West Hollywood State CA Zip 90069

By Jordan Portugal Jordan Portugal Date 06/24/2024

Tel. (847)436-4917 E-mail jordan.portugal@compass.com DRE Lic# 02196878

By _____ Date _____

Tel. _____ E-mail _____ DRE Lic# _____

Two Brokers with different companies are co-listing the Premises. Co-listing Broker information is on the attached Additional Broker Acknowledgement (C.A.R. Form ABA).

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RENTAL PROPERTY OWNER DISCLOSURE

(Intended to be provided with a lease listing or property management agreement and with a residential lease)

(C.A.R. Form RPOD, Revised 6/23)

COMPASS

Rental Property Owner, GENESEE APARTMENTS LLC ("RPO")

makes the following disclosures with regard to the real property described as 1021 N GENESEE AVE #9,

Unit # 9, situated in WEST HOLLYWOOD, County of LOS ANGELES, California ("Premises").

RPO authorizes the disclosures made on this form to be used to supplement the terms of a residential lease or rental with a tenant (lessee) and, if applicable, a lease listing or property management agreement with a broker.

1. **Disclosure Limitation: The following are representations made by the RPO and are not the representations of the agent(s), if any. This Disclosure is not a warranty of any kind by the RPO or any agent(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by RPO. A real estate broker is qualified to advise on real estate transactions. If RPO or tenant desires legal advice, they should consult a qualified California real estate attorney.**

2. **Note to RPO, PURPOSE:** To provide tenant and broker with information about known material facts affecting the Premises, to help eliminate misunderstandings about the condition of the Premises and, where relevant, to document a RPO's response to contractual requirements.

- Answer based on actual knowledge and recollection.
- Something that you do not consider material may be perceived differently by others.
- Think about what you would want to know if you were leasing or renting the Premises.
- Read the questions carefully and take your time.

3. **Note to Tenant (lessee), PURPOSE:** To give you more information about known material facts affecting the value or desirability of the Premises and help to eliminate misunderstandings about the condition of the Premises.

- Something that may be material or significant to you may not be perceived the same way by the RPO.
- If something is important to you, be sure to put your concerns and questions in writing.
- RPO can only disclose what they actually know. RPO may not know about all material items.
- RPO's disclosures are not a substitute for your own investigations, personal judgments, or common sense.

4. **RPO's AWARENESS:** For each statement below, answer the question "Are you (RPO) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided.

5. **LEAD-BASED PAINT:**

ARE YOU (RPO) AWARE OF...

A. Whether the Premises was constructed prior to January 1, 1978..... Yes No

If yes, in accordance with federal law, Housing Provider gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead pamphlet.

B. Does RPO have any reports or records pertaining to lead-based paint or lead based paint hazards in the Premises..... Yes No

C. Were any renovations (i.e. sanding, cutting, demolition) of lead-based paint surfaces started or completed Yes No

If yes, were such renovations done in compliance with Environmental Protection Agency Lead-Based Paint Renovation Rule Yes No

Explanation: _____

6. **METH CONTAMINATION:**

ARE YOU (RPO) AWARE OF...

A. Whether a government health official has issued an Order identifying the Premises as being contaminated by methamphetamine Yes No

B. If yes to A, has any contamination specified in the order not been remedied Yes No

If yes, RPO will provide a copy of the Order prohibiting occupancy of the Premises because of methamphetamine contamination as follows:

i. To Broker: Within 3 days of providing this Rental Property Owner Disclosure to Broker; OR a copy of the Order is attached.

ii. To Tenant: Prior to Tenant signing a lease or rental agreement, or attached to such agreement.

Explanation: _____

7. **PERIODIC PEST CONTROL:**

ARE YOU (RPO) AWARE OF...

A. Whether the Premises is covered by a contract for periodic pest control treatment of the Premises..... Yes No

If yes, RPO will provide Tenant a copy of the notice given to RPO or Housing Provider by the pest control company.

A copy of the notice is attached.

Explanation: _____

8. **WATER SUBMETERS:**

ARE YOU (RPO) AWARE OF...

A. Whether the Premises contains two or more units served by a single water meter..... Yes No

B. If yes to A, has RPO installed a submeter to measure and charge each individual unit for water usage..... Yes No

C. If yes, RPO agrees to comply with Civil Code §§ 1954.201 through 1954-219 and to provide any tenant with the required Water Submeter Notice (C.A.R. Form WSM).

Explanation: _____



9. MOLD: **ARE YOU (RPO) AWARE OF...**

A. Whether any elevated levels of mold are currently in the Premises..... Yes No

B. Whether any elevated levels of mold were previously detected the Premises..... Yes No

(1) If yes to B, was the Premises treated and the mold eradicated Yes No
 If yes to B(1), identify the location and date(s) of the treatment: _____

C. If yes to A or B, does RPO have any reports or records pertaining to elevated levels of mold in the Premises..... Yes No
 Explanation: _____

10. ASBESTOS: **ARE YOU (RPO) AWARE OF...**

A. The presence of asbestos currently in the Premises..... Yes No

B. Whether asbestos was ever removed from the Premises..... Yes No

(1) If yes to B, identify the location and date(s) of the treatment: _____

(2) If yes to B, does RPO have any reports or records pertaining to asbestos in the Premises..... Yes No
 Explanation: _____

11. HOMEOWNER ASSOCIATION/CONDOMINIUM/PLANNED DEVELOPMENT **ARE YOU (RPO) AWARE OF...**

Whether the Premises is a condominium or is located in a planned development, other common interest development or otherwise subject to covenants, conditions, and restrictions..... Yes No

(1) If yes, are you aware of any known restrictions on rentals or use of the Premises..... Yes No

(2) If yes to A, specify below any contact information for the HOA or other entity _____

(3) If yes to A, rules and CC&Rs may need to be provided to a tenant upon execution of a lease or rental _____
 Explanation: _____

12. MILITARY ORDNANCE LOCATION: **ARE YOU (RPO) AWARE OF...**

If the Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions. _____
 Yes No

13. DEATH ON PREMISES: **ARE YOU (RPO) AWARE OF...**

Whether an occupant of the Premises died on the Premises within the last 3 years..... Yes No

(1) If yes, does RPO know the manner of death..... Yes No

(2) If yes to (1), the manner of death could be a material fact to a tenant and should be disclosed by RPO except for death due to HIV/AIDS _____

14. OTHER MATERIAL FACTS: **ARE YOU (RPO) AWARE OF...**

Any other material facts affecting the Premises..... Yes No
 Explanation: _____

RPO represents that RPO has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of RPO's knowledge as of the date signed by RPO. RPO acknowledges (i) RPO's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction, and (ii) nothing that any such real estate licensee does or says to RPO relieves RPO from their own duty of disclosure.

Rental Property Owner SHAWHEEN SHAYAN **GENESEE APARTMENTS LLC** Date 06/24/2024

Rental Property Owner _____ Date _____

If provided to Tenant by signing below, Tenant acknowledges that Tenant has read, understands and has received a copy of this Rental Property Owner Disclosure Form.

Tenant _____ Date _____

Tenant _____ Date _____

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER DISCLOSURE.

Real Estate Broker **COMPASS**, By Jordan Portugal Date 06/24/2024

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RENTAL PROPERTY OWNER QUESTIONNAIRE

(Intended to be provided with a lease listing or property management agreement and not with a residential lease)

(C.A.R. Form RPOQ, 6/23)

COMPASS

Rental Property Owner, GENESEE APARTMENTS LLC ("RPO")

provides the following answers with regard to the real property described as 1021 N GENESEE AVE #9, Unit # 9, situated in WEST HOLLYWOOD, County of LOS ANGELES, California ("Premises").

RPO authorizes that the answers provided on this form may be used to supplement a lease listing or property management agreement with a broker and in preparation of executing a lease with a tenant.

1. **Note to RPO, PURPOSE:** To provide a broker with information about known material facts affecting the Premises, to help eliminate misunderstandings about the condition of the Premises and, where relevant, to document a RPO's response to contractual requirements.

- Answer based on actual knowledge and recollection.
- Something that you do not consider material may be perceived differently by others.
- Think about what you would want to know if you were leasing or renting the Premises.
- Read the questions carefully and take your time.

2. **RPO COMPLIANCE REQUIREMENTS:** RPO is advised that many of the times below, such as 4 - 13, may require compliance with the applicable legal standard prior to leasing or renting the Premises. **A real estate broker is qualified to advise on real estate transactions and does not have expertise in these areas. If RPO desires legal advice, RPO should consult a qualified California real estate attorney.**

3. **RPO's AWARENESS:** For each statement below, answer the question "Are you (RPO) aware of..." by checking either "Yes" or "No." **A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified.** Explain any "Yes" answers in the space provided.

4. **WATER CONSERVING PLUMBING FIXTURES:** **ARE YOU (RPO) AWARE OF...**
 Whether the Premises was built prior to January 1, 1994..... Yes No
 (1) If Yes, have any plumbing fixtures been installed to be compliant plumbing fixtures as defined by Civil Code Section 1101.3..... Yes No
 (2) If Yes to (1), are there any remaining plumbing fixtures on the Premises that are non-compliant plumbing fixtures..... Yes No

Note: §§ 1101.1 - 1101.5 of the Civil Code requires all commercial and residential properties, including both single family and multi-family, to be equipped with water-conserving plumbing fixtures.

Explanation: _____

5. **WATER HEATERS:** **ARE YOU (RPO) AWARE OF...**
 Whether any standard water heater with a capacity of not more than 120 gallons is NOT braced, anchored, or strapped in place in accordance with applicable law..... Yes No
 Explanation: _____

6. **CARBON MONOXIDE DETECTORS:** **ARE YOU (RPO) AWARE OF...**
 Whether the Premises has a fossil fuel burning heater, appliance, or an attached garage..... Yes No
 If yes, has RPO installed any carbon monoxide detector..... Yes No
 Explanation: _____

7. **SMOKE ALARMS:** **ARE YOU (RPO) AWARE OF...**
 Whether smoke alarm(s) have been installed in compliance with legal requirements in each bedroom, in the hallway outside of each bedroom and on each floor whether or not a bedroom is located on the floor..... Yes No
 Explanation: _____

8. **POOL/SPA SAFETY:** **ARE YOU (RPO) AWARE OF...**
 Whether there is a pool or spa on the Premises..... Yes No
 (1) If yes, does any pool or spa on the Premises NOT have an approved anti-entrapment drain cover... Yes No
 (2) If yes, are there any other safety features installed on the Premises, such as gates, alarms, or keyed or coded access? Yes No
 Explanation: _____

9. **BED BUG:** **ARE YOU (RPO) AWARE OF...**
 Whether there is any current infestation of bed bugs..... Yes No
 Note: RPO acknowledges that beginning July 1, 2017, for new tenants and January 1, 2018 for existing tenants, all tenants must be provided a notice regarding bed bugs (C.A.R. Form BBD). RPO further acknowledges that it is unlawful to show, rent, or lease a property if there is a known current bed bug infestation.
 Explanation: _____



10. PROPOSITION 65 WARNING NOTICE:

ARE YOU (RPO) AWARE OF...

Whether a Proposition 65 warning notice has been posted on the Premises..... Yes No

Note: Proposition 65 warning notice is required when there are more than 10 employees, which may include both employees of the RPO or Property Manager.

Explanation: _____

11. GAS METER(S):

ARE YOU (RPO) AWARE OF...

A. Whether there are separate gas meters for different rental units on the Premises..... Yes No

(1) If yes to A, specify below which unit(s) have separate gas meters:

(2) If yes to A, specify below which, if any, meters on the Premises are equipped with earthquake shutoff safety valves and the location of the shutoff valves.

Explanation: _____

12. ELECTRIC METER(S):

ARE YOU (RPO) AWARE OF...

A. Whether there are separate electric meters for different rental units on the Premises..... Yes No

If yes to A, specify below which unit(s) have separate electric meters.

Explanation: _____

13. WATER METER(S):

ARE YOU (RPO) AWARE OF...

A. Whether the water meter(s) servicing the Premises are equipped with a shutoff safety valve..... Yes No

If yes to A, specify below the location of the shutoff valves

Explanation: _____

14. PERMITS:

ARE YOU (RPO) AWARE OF...

A. Any room additions, structural modification, or other alterations or repairs made without necessary permits..... Yes No

B. Whether any residential unit(s) on the Premises do not contain all permits and governmental approvals needed to lawfully lease or rent any such dwelling..... Yes No

Explanation: _____

15. PARKING:

ARE YOU (RPO) AWARE OF...

A. Whether Premises contains any on site parking..... Yes No

(1) If yes, are the parking spots are assigned to specific units or first come, first served

(2) If yes, is there an additional charge for onsite parking..... Yes No

Explanation: _____

16. STORAGE:

ARE YOU (RPO) AWARE OF...

A. Whether Premises contains any on site storage space apart from the rental unit..... Yes No

(1) If yes, are the storage spaces are assigned or first come, first served

(2) If yes to A, is there an additional charge for on site storage..... Yes No

Explanation: _____

17. TRASH PICKUP:

ARE YOU (RPO) AWARE OF...

A. Whether the Premises contains scheduled trash pickup..... Yes No

(1) If yes, what are the days on which trash pickup is scheduled tues and thurs ?

(2) If yes, specify below any specific restrictions or obligations regarding trash recycling or separation

Explanation: _____

18. LAWN WATERING:

ARE YOU (RPO) AWARE OF...

Whether the tenants are obligated to water any lawns or other landscaping on the Premises..... Yes No

If yes, specify below any local watering restrictions limiting the amount or frequency of any watering

Explanation: _____

19. PETS:

ARE YOU (RPO) AWARE OF...

Whether the RPO maintains a "pet policy" for the Premises..... Yes No

If yes, specify below the specifics or limitations of any such policy. RPO is advised that RPO may not prohibit a tenant from having a qualified service or support animal.

Explanation: _____

20. KEYS

ARE YOU (RPO) AWARE OF...

A. Whether the Premises has been re-keyed since the previous occupant vacated..... Yes No

B. Whether additional keys are needed to access the amenities provided with the premises, such as other doors, mailboxes, pools, laundry rooms, storage units, or other areas..... Yes No

C. Whether there are any garage door or gate openers/remotes..... Yes No

Explanation: _____



21. MAILBOXES:

ARE YOU (RPO) AWARE OF...

Whether the Premises contains separate individual mailboxes for the units... [X] Yes [] No
(1) If yes, are the mailboxes keyed or otherwise separately secured... [X] Yes [] No
(2) If yes, specify the location of any mailboxes
Explanation:

22. LAUNDRY ROOM/APPLIANCES:

ARE YOU (RPO) AWARE OF...

A. Whether the Premises contains a separate or community laundry room... [] Yes [X] No
(1) If yes, specify below whether laundry appliances are provided for use by the tenants or are the tenants required to provide their own machines
B. Whether there are appliances that will be provided with a lease... [X] Yes [] No
(1) If yes, check all that will be provided
[X] Stove(s), oven(s), stove/oven combo(s); [X] Refrigerator(s); [] Wine Refrigerator(s)
[X] Washer(s); [X] Dryer(s); [X] Dishwasher(s)
[] Microwave(s); [] Other: [] Other:
(2) If yes to B, are they leased by a third party vendor... [] Yes [] No
(3) If yes to B, will RPO be responsible for replacement or maintenance... [] Yes [] No
Explanation:

23. OTHER MATERIAL FACTS:

ARE YOU (RPO) AWARE OF...

Any other material facts affecting the Premises... [] Yes [X] No
Explanation:

RPO represents that RPO has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of RPO's knowledge as of the date signed by RPO. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by RPO.

Rental Property Owner SHAWHEEN SHAYAN, GENESEE APARTMENTS LLC Date 06/24/2024
Rental Property Owner Date

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS RENTAL PROPERTY OWNER QUESTIONNAIRE.

Real Estate Broker COMPASS, By Jordan Portugal, Jordan Portugal Date 06/24/2024

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FAIR HOUSING AND DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, Revised 6/23)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
 Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords/Housing Providers
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
- G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
- H. Denying a home loan or homeowner's insurance;
- I. Offering inferior terms, conditions, privileges, facilities or services;
- J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
- K. Harassing a person;
- L. Taking an adverse action based on protected characteristics;
- M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a disability from installing, at their own expense, grab bars in a shower or bathtub);
- N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
- O. Retaliating for asserting rights under fair housing laws.

10. EXAMPLES OF POSITIVE PRACTICES:

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://calcivilrights.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii) no discriminatory advertising is used**, and **(iii) the owner owns no more than three single-family residences**. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Housing Provider SHAWHEEN SHAYAN GENESEE APARTMENTS LLC Date 06/24/2024

Seller/Housing Provider _____ Date _____

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, COMPASS DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant SHAWHEEN SHAYAN Date 06/24/2024 GENESEE APARTMENTS LLC

Buyer/Seller/Landlord/Tenant Date

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



DISCLOSURE REGARDING RENTAL APPLICATION

Landlord is aware that, in the course of finding a tenant for Landlord's Property, Broker will procure information regarding each prospective tenant (an Application to Rent, Credit Reports, other documents reasonably requested by Landlord) (the "Information") and will provide that Information to Landlord for Landlord's review and analysis. Based on Landlord's review of the Information, Landlord alone shall make all decisions regarding which tenant's Application to accept and Landlord alone shall determine the financial viability and reliability of each prospective tenant. Broker shall only provide the Information to Landlord, shall not vet or investigate the prospective tenants in any way, including through the internet or public record, and shall not make any decisions regarding who to accept as a tenant or on what terms to lease the Property to any particular tenant. All such vetting and decisions shall be the sole responsibility of Landlord.

Authentisign
SHAWHEEN SHAYAN

06/24/24

Landlord

Date

GENESEE APARTMENTS LLC



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

COMPASS

(If checked) This form is being provided in connection with a transaction with a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

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 transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (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.
- (c) 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 that does not involve the affirmative duties set forth above.

BUYER'S AGENT

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

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

To the Buyer and the Seller:

- (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.
- (c) 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 that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her 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.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Buyer Seller Landlord Tenant SHAWHEEN SHAYAN GENESEE APARTMENTS LLC Date 06/24/2024

Buyer Seller Landlord Tenant _____ Date _____

Agent, COMPASS DRE Lic. # 01991628

By Jordan Portugal Real Estate Broker (Firm) Jordan Portugal DRE Lic. # 02196878 Date 06/24/2024

(Salesperson or Broker-Associate, if any)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CIVIL SECTIONS 2079.13 - 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 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. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate 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 salesperson or broker associate functions. (b) "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 of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller 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, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "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 seller's agent. (h) "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. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to Section 10131.6 of the Business and Professions Code. (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 of real property. (o) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving 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 shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer'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 buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction 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 seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

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) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller.

(b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered.

(d) 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 seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that 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.

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, COMPASS DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant SHAWHEEN SHAYAN Date 06/24/2024 GENESEE APARTMENTS LLC

Buyer/Seller/Landlord/Tenant Date

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

COMPASS

Seller or Tenant Acknowledgment of Obligation to Secure and Protect Personal Belongings

Property Address 1021 N GENESEE AVE #9, WEST HOLLYWOOD, CA 90046 ("the Property")

During the listing period, whether for lease or sale, and any subsequent escrow period, potential buyers, real estate licensees, inspectors, and others will have access to the Property. Owner/Tenant should take appropriate precautions to protect personal belongings from damage or loss.

Jewelry, prescription drugs/medication, and other valuables/private items should be placed in a locked or otherwise secured area while the Property is being marketed for lease or sale. If you elect to keep valuables at the Property, you do so at your own risk.

It is recommended that you consult with your insurance carrier to ensure that coverage is adequate for any losses or damages which may occur, including, but not limited to personal injury, property damage and theft.

Compass cannot be held responsible for loss or damages, for that reason we are advising you take the necessary precautions to protect your belongings.

*Vacant properties may require special coverage.

Acknowledgment of Receipt:

Authentisign

SHAWHEEN SHAYAN

Seller/Tenant

GENESEE APARTMENTS LLC

06/24/2024

Date

Seller/Tenant

Date

rev. 12.18





KEYSAFE/LOCKBOX ADDENDUM AND TENANT PERMISSION TO ACCESS PROPERTY

COMPASS

(C.A.R. Form KLA, Revised 6/23)

The undersigned seller and, if applicable, Housing Provider GENESEE APARTMENTS LLC ("Owner") has entered into an agreement with COMPASS ("Broker") dated June 24, 2024, to market for sale, lease or rent the real property located at 1021 N GENESEE AVE #9, WEST HOLLYWOOD, CA 90046 ("Property").

1. DISCLOSURES REGARDING ACCESS TO AND PROTECTION OF PROPERTY:

- A. A keysafe/lockbox is designed to hold a key to the above Property, permitting access to the interior of the Property by Broker, other brokers and real estate licensees who are participants of the Multiple Listing Service(s) ("MLS"), authorized appraisers and inspectors, and accompanied persons interested in purchasing, leasing or renting the Property. These individuals may take videos or photographs of the Property. Broker does not have the ability to control or block the taking of and use of images by any such persons.
- B. MLS rules require a keysafe/lockbox placed on the property to be an MLS approved access device in accordance with the rules of the MLS to which the listing has been submitted. Generally, an MLS approved access device is one (i) that is specifically authorized by the MLS or (ii) where use of it provides reasonable and timely access to listed property in accordance with the standards required by the MLS.
- C. Broker, cooperating brokers and other real estate licensees, the MLS and Associations/Boards of REALTORS® are **not** insurers against injury, theft, loss, vandalism, damage or other harm whether access is a result of the use of a keysafe/lockbox or other means. Broker does not maintain insurance to protect Owner or other occupants.
- D. Broker recommends that Owner and, if applicable, Tenant and other occupants of the Property maintain insurance and take all possible precautions and safeguards to protect themselves, other occupants and visitors, their property and belongings, including cash, jewelry, drugs, firearms, and other valuables located on the Property.

2. OWNER PERMISSION FOR USE OF A KEYSAFE/LOCKBOX:

Owner hereby authorizes Broker to use a keysafe/lockbox. If the Property is tenant-occupied, Owner is advised that tenant permission may be required and is recommended. Owner acknowledges receipt of a copy of this document.

Date 06/24/2024
Owner SHAWHEEN SHAYAN
GENESEE APARTMENTS LLC
(Print Name)

Date _____
Owner _____

(Print Name)

3. TENANT PERMISSION TO ACCESS PREMISES:

I am the current tenant of the above referenced Property, and have read the disclosure statements above. In addition to any authority granted in the lease or rental agreement, I agree as follows:

- Broker may use a keysafe/lockbox.
- Broker may show the Property as follows:

- (For Single-Family Dwellings:) Broker may post a "FOR SALE", "FOR LEASE", "FOR RENT" or "SOLD" sign on the Property.

Tenant acknowledges receipt of a copy of this document.

Date _____
Tenant _____

(Print Name)

Date _____
Tenant _____

(Print Name)

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KEYSAFE/LOCKBOX ADDENDUM AND TENANT PERMISSION TO ACCESS PROPERTY (KLA PAGE 1 OF 1)