

# Malibu / Topanga Lease Disclosure Addendum 5/4/16

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This is an Addendum to that certain Residential Lease Agreement dated \_\_\_\_\_  
by and between \_\_\_\_\_ as Landlord(s),  
and \_\_\_\_\_ as Tenant(s), regarding that certain real  
property commonly known as \_\_\_\_\_, California.

**NATURAL AND HAZARDOUS CONDITIONS:** Tenant and Landlord are aware that Los Angeles and Ventura Counties are rural areas characterized by certain natural hazards and conditions including, but not limited to, fires, flooding, severe winds, landslides, mudslides, high wave action on the beach, road closures, wildlife, earthquakes, and corrosive sea air.

**PRIVATE WASTE DISPOSAL SYSTEM:** Tenant is hereby made aware that the Property may be serviced by a private waste disposal system (The "System") consisting of a septic tank, cesspool, seepage pits, distribution box, leach field, leach lines or a combination of such mechanisms. No representation or warranty is made by Landlord or Broker concerning the condition, operability, size or capacity of the System, nor whether the System is adequate for use by the intended occupants of the Property. Tenant is aware that a change in the number of occupants or in the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and tidal/wave action may also affect the efficiency of the System.

**ADDITIONAL INSURANCE FOR POOL OR POND:** In the event Tenant is unable to obtain insurance naming Landlord as Additional Insured as it relates to any liability or damages resulting from injury or death to Tenant(s) or Tenant's guests caused by an incident involving SWIMMING POOLS, SPAS, PONDS, FOUNTAINS or any other water feature on the subject property, Tenant hereby agrees to indemnify the Landlord from any such liability or damages. Tenant agrees to obtain a renter's policy of liability insurance naming Landlord as an additional insured and provide a copy of said policy prior to occupancy.

**WATER SHORTAGES AND EMERGENCY WATER CONSERVATION:** Tenant acknowledges the Property may be located in an area, which may experience serious water shortages. The policies of the local water district and the city and/or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) increasingly graduated cost per unit of water used, including but not limited to penalties for excess usage. For further information, Tenant is advised to contact the public or private supplier of water to the Property regarding the supplier's current (or anticipated) policies on water usage and to determine the extent to which those policies may affect Tenant's intended use of the Property. If the Property is serviced by a private water well, Tenant acknowledges drought conditions and/or low-water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Neither Broker nor Landlord make any representation regarding the quality or potability of any water provided to the Property by any source, i.e. City, County, private company or well.

**SCHOOLS:** There is no assurance that the school(s) in the closest proximity to the Property is open for enrollment to Tenant's children, or that the Property is served by a particular school or school district. As a result of various factors, including but not limited to class-size reductions and "open-enrollment" policies, the school(s) actually serving the Property might not be determined until the time of enrollment. Tenant is advised to contact local school(s) for more information and district maps.

**TENANT APPLICATIONS & CREDIT CHECKS:** Tenant and Landlord are advised that Tenant Applications are available and should be provided and completed by Tenant. Broker strongly recommends the Landlord obtain a credit application and complete a credit check on all Tenants. Tenant gives permission to Landlord to verify Tenant's information and obtain Tenant's credit report. In the event Landlord elects not to complete a credit check, it is against the recommendations of the Broker. Broker makes no guarantees or representations as to the credit worthiness of the Tenant(s).

**HOME CONDITIONS:** The home being leased may not comply with current building code and/or safety requirements. It is not the Broker's responsibility, or area of expertise to identify any building code conditions and/or safety violations and Brokers shall be held harmless from any liability relating thereto.

**NOTICES:** In the event Tenant receives, at the premises being leased, any notice against the property, i.e. weed abatement, zoning violation, etc, Tenant agrees to immediately notify Landlord.

**MOLD AND FUNGUS:** Tenant and Landlord are aware that residential, apartment, condominium and single-family residences may contain various forms of mold and fungus that may not be visible to the naked eye. Landlord shall disclose to Tenant, in writing, all known facts including water related leakage and/or damage, which relate to the existence and presence of any mold, decay, mildew, fungus dry rot, and/or truffle at the property that is the subject of this transaction. Landlord shall disclose to Tenant such facts if Landlord has actual knowledge of same whether or not Landlord is asked about such facts by Tenant, any broker, or any agent representing either the Tenant or Landlord in this transaction, or when completing any form. The duty to disclose such known facts shall apply even if the Tenant has agreed to lease the subject real property in its present condition without making any physical or visual inspections or even in the event Landlord is not required to make any repairs to such property. It is the Tenant's responsibility, option and expense to determine the actual presence and extent of any mold by conducting their own due diligence/investigations, using qualified experts. Real Estate Brokers are not qualified to possible treatment of mold or its health or safety issues.

**MOLD AND FUNGUS (continued):**

Tenant and Landlord hereby agree to hold Real Estate Brokers harmless from any liability, recourse, damages (financial or otherwise) that Tenant and Landlord may incur as a result of the presence of mold in, on, or around the property. Tenant may request a copy of the Environmental Hazards Booklet from Broker. (OR: Environmental Hazards Booklets are available.)

**CARBON MONOXIDE POISONING PREVENTION ACT OF 2010:** Landlord and Tenant are aware that SB 183 became law on May 7, 2010. Under said law and based on certain parameters, an owner of a "Dwelling unit intended for human occupancy" must install carbon monoxide devices. The date for compliance of existing single-family residences is on or before July 1, 2011, and all other existing dwelling units on or before January 1, 2013. For regulatory specifics contact the California State Fire Marshal.

**60-DAY NOTICE TO TERMINATE:** Beginning January 1, 2007, a residential Landlord must generally give a 60-day notice to terminate a month-to-month Tenant. However, a 30-day notice to terminate is permissible if any Tenant or resident has lived in the property for less than one year, or if the Landlord has sold the property in the manner specified by law. The 60-day notice does not apply to fixed-term leases (e.g. a one-year lease). It also does not apply if it is the Tenant, not the Landlord, who terminates a month-to-month agreement, in which case the Tenant may give a 30-day notice.

**TRANSIENT OCCUPANCY TAX:** Pursuant to Malibu Municipal Code Section 3.24 and effective July 1, 2009, the City of Malibu began collection of Transient Occupancy Tax ("TOT") on short-term rentals (30 days or less) of all residential structures (homes, condominiums, apartments, guest houses, etc.). The City of Malibu will impose a twelve percent (12%) tax on the rental amount. All property owners/landlords of short-term rentals will be required to register with the City and pay a one-time \$25.00 registration fee. It is the responsibility of the property owner and not the real estate company or agent to obtain the registration and remittance forms and to pay the required tax. To obtain a complete list of structures qualifying for the TOT, registration packet and information on how to collect and remit the TOT, visit the City's website at [www.ci.malibu.ca.us](http://www.ci.malibu.ca.us), or contact the Finance Department at (310) 456-2489, ext. 335 for more information.

**LANDLORD REPRESENTATIONS:** Landlord represents that Landlord is unaware of: (i) any recorded Notice of Default affecting the Premises; (ii) any delinquent amounts due under any loan secured by a note and deed of trust, or other obligation(s) affecting the Premises; (iii) any bankruptcy, insolvency or similar proceedings 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 Landlord's ability to lease it. Landlord shall promptly notify tenant in writing if Landlord becomes aware of any of the foregoing items during the lease term or extensions thereof.

**LANDLORD'S DUTY:** Effective July 1, 1998, SB 548, Chapter 537 requires a Landlord of a dwelling to install and maintain operable deadbolt locks on exterior doors of the unit and to install and maintain operable window locks for windows. Tenant and Landlord are advised to investigate whether the property complies with the code.

TENANT IS SPECIFICALLY ADVISED TO COMPLETELY INVESTIGATE AND EVALUATE EACH AND ALL OF THE MATTERS DESCRIBED IN THE FOREGOING DISCLOSURES. LANDLORD IS SPECIFICALLY ADVISED TO MAKE ANY AND ALL DISCLOSURES WHICH ARE REFERENCED IN THE FOREGOING. THE UNDERSIGNED TENANT(S) AND LANDLORD(S) ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE IMPLICATIONS OF THE INFORMATION PROVIDED HEREIN AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS LEASE DISCLOSURE ADDENDUM. NEITHER BROKER NOR THE MALIBU ASSOCIATION OF REALTORS® HAS ANY LIABILITY OR RESPONSIBILITY WITH RESPECT TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN AND NEITHER THE BROKER NOR THE MALIBU ASSOCIATION OF REALTORS® GUARANTEES, WARRANTS OR REPRESENTS THAT THE MATTERS CONTAINED HEREIN ARE TRUE, ACCURATE OR CORRECT. THIS LEASE DISCLOSURE ADDENDUM IS PROVIDED MERELY FOR THE CONVENIENCE OF LANDLORD AND TENANT. TENANT SHALL AND HEREBY DOES ASSUME THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION OR DEFECT PERTAINING TO THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY AND SHALL SATISFY HIMSELF WITH RESPECT TO ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND REQUIREMENTS OF ALL GOVERNMENTAL BODIES AND AGENCIES CONCERNING THE USE, OPERATION, DESIRABILITY, VALUE OF SUITABILITY OF THE PROPERTY PRIOR TO OCCUPANCY.

Tenant: _____	Tenant: _____	DATE: _____
Landlord: _____	Landlord: _____	DATE: _____
BROKER: _____	Agent: _____	DATE: _____
BROKER: _____	Agent: _____	DATE: _____

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