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CALIFORNIA ASSOCIATION OF REALTORS®

LEASE LISTING AGREEMENT
EXCLUSIVE AUTHORIZATION TO LEASE OR RENT
(C.A.R. Form LL, Revised 6/26)

Date Prepared: *10/29/2026*

1. **EXCLUSIVE RIGHT TO LEASE:** *Myo-Sei, Inc.* ("Rental Property Owner" or "RPO") hereby employs and grants *Kelemen Real Estate* ("Broker") beginning (date) *11/01/2026* and ending at 11:59 P.M. on (date) *05/31/2027* ("Listing Period") the exclusive and irrevocable right to lease or rent the real property in the City of *Los Angeles*, County of *Los Angeles*, California, described as *2160 Century Park East 1502, Los Angeles, CA 90067* ("Premises").

2. **LISTING TERMS:**
   - **A. RENT AMOUNT:** *Five Thousand, Four Hundred Fifty* Dollars $ *5,450.00* per *month*
   - **B. SECURITY DEPOSIT** *$10,900.00* (see C.A.R. Form SDDA for more information regarding allowable amounts.)
     (NOTE: Prior to any tenancy, RPO is advised to take photographs to document the condition of the Premises.)
   - **C. TYPE OF TENANCY:** (Check all that apply): ☐ Month-to-month; ☐ One year; ☐ Exceeds one year; ☐ Other _____
   - **D. ITEMS INCLUDED IN LEASE/RENTAL:** All fixtures and fittings attached to the Premises and the following items of personal property: *none*
   - **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: *none*
   - **F. ITEMS EXCLUDED FROM LEASE/RENTAL:** ☐ Garage/Carport; ☐ _____
   - **G. ADDITIONAL TERMS:** _____

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.

- **A. ADVISORY:** Real estate commissions include all compensation and fees to Broker and are fully negotiable.
- **B. COMPENSATION TO BROKER:** RPO agrees to pay to Broker, as compensation for services, as specified below. (Does not include compensation, if any, to a broker representing tenant. See **paragraph 3I**):
  - (1) **For fixed-term leases:**
    - (A) **(i)** *6.000* percent of the total rent payments due under the term specified in **paragraph 2C,** (term shall be the term in the rental agreement if rental agreement is signed and tenant takes possession or is prevented from doing so by RPO); 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: (i)** _____ percent of _____; or **(ii)** ☐ $_____; or **(iii)** ☐ _____
  - (3) **For either a fixed term or month-to-month:**
    - (A) **Completed Lease Transaction or RPO Default:** 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) **Continuation of Right to Compensation for Broker Procured Tenant(s):** If RPO, within ____ **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 3B(3)(B)** unless, not 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) **RPO Interference with Listing:** 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.
- **C. TENANT BREACH AND RPO RECOVERY OF DAMAGES:** 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 3B** 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.

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RPO's MI / _____

EQUAL HOUSING OPPORTUNITY

Kelemen Real Estate, PO BOX 49598 Los Angeles CA 90049-0598 Phone: **310.966.0900** Fax: **310.966.0901** **Myo-Sei, Inc.**
Henry Kelemen
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D. ADDITIONAL COMPENSATION: In addition, RPO agrees to pay: _____

_____

E. COLLECTION OF COMPENSATION: 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.

F. [X] **COMPENSATION ON SUBSEQUENT SALE TO TENANT** (By initialing below, you are agreeing to this term): 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 *5.000* percent of the selling price or total consideration in said transfer, whichever is greater (Does not include compensation, if any, to a broker representing tenant). 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.

RPO's Initials MI /_____

G. [ ] **ADDITIONAL COMPENSATION DUE BROKER IF TENANT IS UNREPRESENTED:**

(1) For a fixed term lease, either [ ] _____ percent of the total rent payments due under the lease or [ ] $_____; [ ] or _____; OR

(2) For a month to month rental, either [ ] _____ percent of amount specified in **paragraph 3B(2)** used to calculate Broker's percentage compensation, or [ ] $_____ or [ ] _____ .

H. COMPENSATION OBLIGATIONS TO OTHER RPO BROKERS:

(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 **paragraph 3H(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.

I. COMPENSATION OBLIGATIONS TO TENANT BROKERS: Many tenants do not have sufficient funds to pay RPO a security deposit and first month's rent and also pay their own broker compensation. RPO may be requested to include a term in the lease or rental agreement agreeing to pay a tenant's broker for services rendered in tenant entering into, and if applicable renewing, a lease or rental.

J. [ ] **REFERRAL FEE:** Broker is paying a referral fee related to representation of the Housing Provider. See attached C.A.R. Form RAD.

4. TENANT PAYMENTS:

A. The following are due and payable to RPO, unless otherwise specified:

1. First Month's Rent: [X] to Broker; due [ ] at execution, [ ] upon possession, [ ] other _____
2. Security Deposit: [X] to Broker; due [ ] at execution, [ ] upon possession, [ ] other _____
3. Other: _____ [ ] to Broker; [ ] When due: _____
4. Other: _____ [ ] to Broker; [ ] When due: _____

B. [X] **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 its own form or C.A.R. Form MLSA, 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: _____ .

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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. CALIFORNIA WITHHOLDINGS: 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. FEDERAL WITHHOLDINGS: 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 RESPONSIBILITY, AUTHORITY AND LIMITATIONS: 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. If Broker uses a digitally altered image ("DAI") in an advertisement or other promotional material to market the Property for leases over a year, Broker must comply with Business & Professions Code § 10140.8 as follows: **(i)** by including a reasonably conspicuous statement located on or adjacent to the DAI stating that the image is altered and also clearly identifying that the original, unaltered image can be accessed via a link to a publicly-accessible internet website, URL, or QR code; and **(ii)** if the DAI is posted on an internet website controlled by Broker or Broker's agent, Broker may satisfy Broker's legal obligation by either complying with **paragraph 12A(i)** above or by including the unaltered version along with the DAI posting. For details on what qualifies as DAI – and for examples of image enhancements that are not considered DAI – see Business & Professions Code §10140.8.

B. RPO DISCLOSURES: RPO agrees to complete a Rental Property Owner Disclosure (C.A.R. Form RPOD), 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. RPO agrees to complete a Rental Property Intake Form (C.A.R. Form RPOI) within 3 Days of request by Broker (or ☐ attached).

C. RPO GOOD FAITH: 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.

D. INDEMNITY: 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, 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 3F**, 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 3H**.

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.

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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, 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 Intake Form (C.A.R. Form RPOI);
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.

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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) **Non-Individual (entity) RPO:** One or more RPOs is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) **Full entity name:** The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): _____ .

(3) **Contractual Identity of RPO:** For purposes of this Agreement, when the name described below is used it shall be deemed to be the full entity name.

(A) If a trust: The trustee(s) of the trust or a simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust);

(B) If Property is sold under the jurisdiction of a probate court: The name of the executor or administrator, or a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).

(4) **Legally Authorized Signer**:

(A) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 21** for additional terms.

(B) The name(s) of the Legally Authorized Signer(s) is/are: _____, _____ .

RENTAL PROPERTY OWNER SIGNATURE(S):

(Signature) By, Myo-Sei, Inc. Date: 10/30/2026

Printed name of RPO: Myo-Sei, Inc.

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

Address _____ City _____ State ____ Zip _____

Email takagi@tamamitsujinja.or.jp Phone # _____

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)

BROKER SIGNATURE(S):

Real Estate Broker (Firm) Kelemen Real Estate DRE Lic. # 00957281

Address PO Box 49598 City Los Angeles State CA Zip 90067-0598

By Henry Kelemen Tel. (310)966-0900 E-mail henry@kelemenrealestate. DRE Lic# 00957281 Date 10/29/26

By _____ Tel. _____ E-mail _____ DRE Lic# _____ Date _____

☐ 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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CALIFORNIA ASSOCIATION OF REALTORS®

RENTAL PROPERTY OWNER ADVISORY

(C.A.R. Form RPOA, Revised 6/26)

Whether you already own, or you intend to purchase, property to be used as a rental, there are many issues you need to consider. This Rental Property Owner Advisory (C.A.R. Form RPOA) is intended to address legal and practical issues impacting rental property owners, whether they are new to the business or they have prior or existing experience. This Advisory will focus on rental property intended for occupancy of 30 or more days. Rental property owners intending to rent out property for periods of 30 or fewer days should review the Short Term (Vacation) Rental Advisory (C.A.R. Form SVRA).

1. **LIMITATIONS ON ABILITY TO SET RENTAL RATES AND EVICT TENANTS:**
   - **A. LOCAL RENT AND EVICTION CONTROL LAWS:** Many local jurisdictions, either city or county or both, do now, or may in the future, impose restrictions that limit the rent that can be charged to a tenant, regulate the right of a housing provider to terminate a tenancy and the costs to do so, and establish consequences of terminating a tenancy unlawfully. Additionally, some jurisdictions require notification or registration any time a property is leased or rented. Even if property that is currently vacant was previously tenant-occupied, the termination of that previous tenancy may affect a new tenant or buyer's rights such as the legal use of the property and who may occupy the property in the future.
   - **B. STATE OF CALIFORNIA TENANT PROTECTION ACT ("TPA") (Civil Code §§ 1946.2, 1947.12, and 1947.13):**
     - (1) **DESCRIPTION:** The TPA is a statewide law in California that: **(i)** imposes limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap"); and **(ii)** identifies a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause").
     - (2) **EXEMPTIONS:** Exemptions exist to both the Rent Cap and Just Cause laws under the TPA.
       - (A) The most common exemptions from both rent cap and just cause eviction laws are:
         - **(i)** Separately alienable single-family dwellings, including a condominium, as long as the property is not owned by a corporation; a limited liability company with a corporate member; or a real estate investment trust. For this exemption to apply, the housing provider must first give the tenant applicable notice of the exemption and incorporate such notice into the rental agreement for all new leases and renewals (See Rent Cap and Just Cause Addendum, C.A.R. Form RCJC);
         - **(ii)** Dwellings built in the previous 15 years prior to the property being leased or rented or from any notice being given; and
         - **(iii)** A duplex in which one of the units was owner occupied at the commencement and throughout the tenancy.
       - (B) Additional exemptions that only apply to the just cause eviction rules under the TPA include:
         - **(i)** Single family, owner occupied residences in which the owner rents no more than two units or bedrooms, including accessory dwelling units or junior accessory dwelling units; and
         - **(ii)** Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner. Other exemptions may be applicable.
2. **HABITABILITY AND UPKEEP:** A rental property owner has an obligation to make the property fit for occupancy and shall repair all subsequent dilapidations that make the property untenantable. Among other requirements, a property is untenantable if it lacks any of the following characteristics: Effective waterproofing and weather protection of the roof, walls, windows and doors; plumbing in good working order; hot and cold running water; heating facilities in good working order; electrical lighting in good working order; building and grounds free from debris, filth, rubbish, garbage, rodents and vermin; garbage receptacles, floors, stairways and railings in good repair; and a locking mail receptacle for each unit. The property must have water conserving plumbing fixtures, braced, anchored or strapped water heaters, smoke alarms and carbon monoxide detectors, safety features for pools, and be free of bed bugs. As of January 1, 2026, all new, amended, or extended residential leases must also have a stove and a refrigerator in good working order and not subject to recall under the habitability requirements, except for a few minor exemptions. If a tenant elects to bring their own refrigerator, then tenant shall be responsible for maintenance; but a tenant may request for housing provider to provide a refrigerator with 30 days written notice. (See Rental Property Owner Intake Form, C.A.R. Form RPOI.)
3. **DISCLOSURES:**
   - **A. STATUTORILY REQUIRED:**
     - (1) **BY CALIFORNIA:** Water sub meters; methamphetamine contamination orders; periodic pest control treatment; elevated levels of mold; bed bugs; special flood hazard areas; utility sub metering; registered sex offenders; military ordnance locations; positive tenant rental payment reporting; rent caps and just cause reasons for evictions.
     - (2) **BY LOCAL COUNTY OR CITY:** Contact your local government for such requirements.
     - (3) **BY FEDERAL LAW:** Lead-based-paint reports, records and renovations.
   - **B. CONTRACTUALLY REQUIRED:** Presence of asbestos; homeowner association rules and restrictions; and death on the property.
   - **C. FORM:** Rental Property Owner Disclosure (C.A.R. Form RPOD) may be used to satisfy many of these requirements.
4. **SECURITY DEPOSITS (California Civil Code § 1950.5):**
   - **A. MAXIMUM AMOUNT:** Effective July 1, 2024, for any new tenancy, a residential security deposit may not, in most cases, exceed the equivalent of one-month's rent, whether the property is furnished or unfurnished. Certain housing providers may charge up to two-month's rent for security deposit if the housing provider is a natural person and the housing provider owns no more than two residential rental properties that collectively include no more than four dwelling units. Even if the above exception applies, the one-month limit remains if the tenant is an active member of the armed services. (See Security Deposit Disclosure and Addendum, C.A.R. Form SDDA.)
   - **B. RETURN TO TENANT:** California law requires that housing providers notify the tenants and that tenants be given an opportunity to repair damages to the property prior to termination of tenancy within the last two weeks before the termination (See Pre-Move-Out Inspection, C.A.R. Form PMOI). A housing provider, within 21 days after all tenants have vacated the premises, is required to provide the tenant with an itemization of the deductions made against the security deposit, and return any remaining portion of the security deposit. If any deduction is made from a security deposit, supporting documentation must be provided with the letter itemizing the deduction. If the housing provider received the security deposit or rental payment from the tenant electronically, the housing provider shall return the security deposit electronically to a bank account or other financial institution designated by the tenant in writing. However, if multiple adult tenants reside in the premises, the housing provider shall return any remainder of the security deposit by check made out to all adult tenants on the rental or lease agreement at the time of termination and provide the itemization personally or by first class mail, postage prepaid, to any one of the adult tenants chosen by the housing provider. (See Security Deposit Return, C.A.R. Sample Letter SDR.)

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C. **PICTURES OF PROPERTY:** Beginning April 1, 2025, a housing provider must, at the end of a tenancy, take pictures of the property after possession is returned but prior to repairs being made, and take pictures of the property after completion or any repairs or cleaning. For tenancies commencing on or after July 1, 2025, pictures must be taken immediately before or at the inception of the tenancy. If any deduction is made for repairs or cleaning, the housing provider shall provide the photographs by mail, email, flash drive, or by providing a link the tenant can use to view the photographs online. (See Move In Inspection and Move Out Inspection, C.A.R. Forms MII and MOI; or Move In Inspection Summary and Move Out Inspection Summary, C.A.R. Forms SUM-MII and SUM-MOI.)

5. **SCREENING FEES:** California law (Civil Code § 1950.6) allows a housing provider to charge an up-front application screening fee in an amount adjusted annually for inflation using the Consumer Price Index. According to the California Apartment Association, in 2024 a housing provider could charge $62.02 per applicant. The ability to retain the screening fee, however, will depend on the housing provider's procedure in screening applicants. A housing provider must abide by one of the following two procedures:
   A. **HOUSING PROVIDER DISCLOSES WRITTEN CRITERIA TO A TENANT AT TIME OF APPLICATION:**
      (1) In order to retain the screening fees, the housing provider must **(i)** review applications in the order in which they are received, and **(ii)** approve the first applicant who meets all the criteria.
      (2) Housing provider may keep the screening fee from any applicant: **(i)** whose application is approved; or **(ii)** whose application is considered and denied, but only because the applicant failed to meet the disclosed written criteria.
      (3) If the tenant's application is not considered, within 7 days: **(i)** the screening fee shall be refunded to the applicant; or **(ii)** the housing provider may offer to apply the screening fee to an application for another rental unit being offered by the housing provider.
   B. **HOUSING PROVIDER DOES NOT DISCLOSE WRITTEN CRITERIA AT TIME OF THE TENANT'S APPLICATION OR DOES NOT FOLLOW THE REQUIREMENTS IN PARAGRAPH 5A(1):** A housing provider, who does not disclose the written screening criteria to the tenant with the application or does not review applications in order and approve the first qualified tenant, will only be able to keep the screening fee of the applicant whose application is approved. The screening fees collected from all other applicants must be returned by the sooner of these two events: **(i)** within 7 days of selecting another applicant to be the tenant; or **(ii)** within 30 days of the date the applicant submitted their application.
6. **TENANT RENTAL PAYMENT REPORTING:** Under California Civil Code § 1954.04, Tenants who rent in a property that has 16 or more units have the right to require the residential rental property owners to make positive reports of a tenant's rental payments to a nationwide credit reporting agency of the owner's choosing. There is no obligation on the part of the owner to make the reports if the property is 15 or fewer units, unless the owner owns two or more rental properties and the owner is a real estate investment trust, a corporation or a limited liability company in which at least one member is a corporation. (See Offer of Tenant Positive Rental Payment Reporting C.A.R. Form TRPR.)
7. **ASSISTANCE ANIMALS AND PETS:**
   A. **SERVICE ANIMALS:** A qualified service animal under California law is one that is trained to assist the animal owner with a disability-related task. A service animal is not considered a pet under the law. The animal's owner cannot be asked about their disability but may be asked what task the animal has been trained to perform.
   B. **SUPPORT OR COMPANION ANIMALS:** Sometimes referred to as support animals, or emotional support animals, or companion animals, these animals are not considered pets under the law. The animal's owner cannot be asked about their disability, but the property owner can ask for documentation establishing the need for the animal. The documentation is typically provided by a medical provider, but it is not required to be, and it can be provided by any reliable third party who is in a position to know about the individual's disability or the disability-related need for the support or companion animal.
   C. **PETS:** An owner can prohibit pets, but may not prohibit an animal that is a service or support or companion animal. A property owner may charge a pet owner a higher security deposit than that charged to a tenant without a pet, provided the security deposit is not increased above the maximum allowed by law, but the owner may not do so to a tenant with a service or support or companion animal. If the security deposit is being raised within the allowable limits, it may be beneficial to continue to term it as security deposit rather than specifying that it is solely a pet deposit.
   D. **See Animal Terms and Conditions Addendum (C.A.R. Form ATCA), for further information about what an owner can or cannot require for animals permitted on the property.**
8. **FAIR HOUSING CONSIDERATIONS:** California fair housing laws prohibit discrimination against individual tenants who belong to at least one of over 20 protected classes or categories. Included among the list is the source of a tenant's income. A rental property owner cannot refuse to rent to a tenant just because the tenant receives governmental agency rental housing assistance or vouchers (e.g. Section 8). Refusal to rent to a prospective tenant who has an assistance animal or who brings in an assistance animal after the rental has been approved is a violation of California's fair housing laws. So-called testers are employed by the California Department of Civil Rights, and plaintiff attorneys to try and find violations of the law. California also prohibits discrimination based on a tenant's immigration status or familial status, which includes the number of people who will be residing in the rental. (See Fair Housing and Discrimination Advisory, C.A.R. Form FHDA.)
9. **DECLARED EMERGENCIES:** California has experienced wildfires, floods, earthquakes and other natural disasters. The California Governor has sweeping power to declare a State of Emergency. Often accompanying a State of Emergency is an Executive Order which prohibits, or limits, rent increases (typically 10% during the state of emergency or any extension period). Local authorities also have the authority to declare a local state of emergency. These Executive Orders may last for a period of 30 days and may be extended for months or even years. Under a State of Emergency declared by the President of the United States or the Governor, a housing provider must remove any debris caused by the disaster and mitigate any hazards arising from the disaster, including, but not limited to, the presence of mold, smoke, smoke residue, smoke odor, ash, asbestos, or water damage. The presence of debris is presumed to render the property untenantable. In addition, for any period for which the tenant is under a mandatory evacuation order, any prepaid rent is required to be returned and the tenant's obligation to pay rent shall be discharged.
10. **UTILITIES:** Some properties have utilities billed in the name of the property owner and others in the name of the tenant. There may be a single meter or sub meters. If a master meter is in the rental property owner's name, and the tenant makes payments that are past due to prevent the loss of utilities, the tenant may reduce rent by the amount paid on the property owner's behalf. Owners should seek legal counsel regarding proportioning utilities on a single meter (other than by unit or by square footage) or prior to changing who is responsible in the lease for paying utilities.
11. **ELEVATED WOOD BALCONIES AND STAIRS:** Commencing January 1, 2026, if any building on a property contains 3 or more units, and has balconies, decks, stairways or other structures that are at least 6 feet above ground level and are supported, in whole or in part, by wood or wood-based products, then the elevated elements must be inspected by an appropriate professional, and every six years thereafter. The report requires that a property owner be informed of necessary repairs. See Wooden Balconies and Stairs Addendum (C.A.R. Form WBSA) for further information.
12. **INSURANCE:**
   A. **OBTAINING AND KEEPING:** Rental property owners should obtain liability and damage insurance in an amount sufficient to protect their interests. If the rental property owner previously occupied the property, the insurance carrier should be contacted to determine if the insurance policy will provide coverage for the property if it is used as a rental.

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B. **BROKER/PROPERTY MANAGER ADDITION TO POLICY:** Real estate licensees, whether taking on lease listing or property management responsibilities, do not have insurance coverage for the protection of the rental property owner. Real estate property management agreements will generally include a clause that requires the owner to maintain a minimum amount of public and premises liability insurance coverage and to name the licensee as an additional insured on the policy, and may allow the broker to obtain, at property owner's expense, such coverage. (See Property Management Agreement, C.A.R. Form PMA.)

C. **TENANT OBLIGATIONS:** A tenant is responsible for obtaining their own renter's insurance, and such a recommendation may be made in the lease or rental agreements (See Residential Lease or Month-to-Month Rental Agreement, C.A.R. Form RLMM). A property owner may want the tenant to also obtain a liability insurance policy for a minimum amount and to name both the rental property owner, and, if applicable, the real estate licensee as additional insured, or at a minimum, an additional interest holder. The latter allows the owner to inquire on the status of coverage. (See Residential Lease or Month-to-Month Rental Agreement, C.A.R. Form RLMM).

13. **NOTICES:** California and in many cases, local governments, have laws addressing how and when a tenant may be given notice to either change the terms of a tenancy or to terminate a tenancy. Courts require strict compliance with these laws, and failure to abide by the smallest detail may make the notice invalid and ineffective. Before attempting to provide notices on your own, consult with a qualified California real estate attorney who has experience with landlord-tenant law and the local rules in the area where the property is located.

14. **CONTACT INFORMATION; SUCCESSOR HOUSING PROVIDER:**

A. **CONTACT INFORMATION:** Under California Civil Code § 1962, a housing provider must provide the name, telephone, and address of the person for service of process and for the person to whom rent payments shall be made. If the rent payments may be made personally, the usual days and hours that the person will be available to receive the payment shall also be disclosed. The form or forms of payment shall also be disclosed. Once a calendar year, upon request by the tenant, a housing provider shall also provide a copy of the rental agreement within 15 days; if there is no written agreement, a housing provider shall provide a statement of that fact and the information above.

B. **SUCCESSOR HOUSING PROVIDERS:**

(1) **UPDATED CONTACT INFORMATION:** For any new housing provider or manager, the new housing provider or manager must provide the information in **paragraph 14A** to the tenant within 15 days of succeeding the previous housing provider or manager. Failure to do so may disqualify the housing provider from serving a notice under California Code of Civil Procedure § 1161 or otherwise evicting a tenant for nonpayment of rent that accrued during the period of noncompliance.

(2) **SECURITY DEPOSIT:** Upon termination of a housing provider's interest in the property, the housing provider or their agent shall either: (i) transfer the portion of the security remaining after any lawful deductions are made to the housing provider's successor in interest and notify the tenant by personal delivery (must be acknowledged and signed by tenant) or by first class mail, postage prepaid, of the transfer, of claims made against the security, of the amount of the security deposited, as well as and the name(s), address(es), and phone number(s) of the new housing provider; or (ii) return the portion of the security remaining after any lawful deductions are made to the tenant, together with an accounting of the deposit, as required under California Civil Code § 1950.5(h). Failure to do so will result in the original housing provider and the new housing provider being jointly and severally liable for the return of the security deposit.

15. **LEGAL AND TAX CONSEQUENCES:** You are advised to seek the advice of a qualified California landlord-tenant attorney who is familiar with the law where the property is located and a qualified CPA or tax professional before signing an agreement or at the latest during the investigation contingency if you are purchasing a property for rental or before the execution of a lease or rental agreement if already a rental property owner. Broker/Agent cannot give legal or tax advice.

16. **TERMINATION OF AGENCY:** Unless otherwise agreed, the agency relationship with Broker(s)/Agent(s) representing you will be terminated, and the Broker(s)/Agent(s) will not act as property manager(s), as follows: **(i)** in a purchase transaction, upon close of escrow; or **(ii)** pursuant to a lease listing agreement, once you enter into a written agreement with a tenant.

By signing below, Buyer/Rental Property Owner acknowledges that they have received a copy of this Rental Property Owner Advisory, and they have read and understand its terms.

Buyer/Rental Property Owner AuthentiSIGN Myo-Sei, Inc. ***Myo-Sei*** Date 10/30/26

Buyer/Rental Property Owner _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, Revised 6/26)

The California Consumer Privacy Act ("CCPA")[1] provides California residents with certain rights regarding the collection and use of their personal information ("PI"). Under the CCPA, PI is defined broadly to encompass non-public information that could reasonably be linked to a particular consumer.

During the process of buying, selling, leasing, or, renting 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. This sharing of PI will likely be essential to effectively complete the transaction for which the broker is being hired.

Businesses that are subject to the CCPA are required to provide you with certain notices and allow you to exercise various rights regarding your PI. However, not all businesses are required to comply with the CCPA. Moreover, businesses that are otherwise subject to the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are subject to the CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years.

If you wish to exercise your rights under the CCPA, you should contact the applicable business directly.

You can also obtain more information about the CCPA from California Privacy Protection Agency (cppa.ca.gov).

This Advisory does not satisfy the requirements under the law, and you are advised to discuss with your broker whether the law applies to your broker, what obligations the broker's business may have, if any, and what rights you may have when it comes to your PI collected by that broker. The broker does not control other businesses that may obtain your PI in the course of your transaction.

By signing below, you acknowledge that you have received a copy of this California Consumer Privacy Act Advisory, and you have read and understand its terms.

Buyer/Seller/Landlord/Tenant AuthentiSIGN' Myo-Sei, Inc. Date 10/30/26

Myo-Sei, Inc.

Buyer/Seller/Landlord/Tenant _____ Date _____

[1] The CCPA can be referenced at Cal. Civ. Code §§ 1798.100 et seq. Supporting regulations can be referenced at 11 Cal. Code Regs. §§ 7000 et seq.

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EQUAL HOUSING OPPORTUNITY

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