

EDEN REALTY

P. O. Box 126
San Lorenzo, CA 94580
(510) 537-8181
Fax: (510) 537-8338

June 21, 2021

Tom Liao, Director
Community Development Department
City of San Leandro
835 E 14th St. San Leandro, CA 94577
Tliao@sanleandro.org

VIA EMAIL

Re: 1388 Bancroft Project Updated Parking Management Plan

Dear Tom:

You will recall that we submitted a Parking Management Plan ("Parking Plan") regarding the 1388 Bancroft residential development project ("Project") on April 29, 2021 (see attached letter). This letter and attachment update the Parking Plan.

To ensure that parking spaces at the Project remain occupied to the maximum extent possible, the landlord will immediately notify all residents when a parking space becomes available and provide a 10-day deadline for residents to respond. The landlord will within seven days provide the available parking space to residents who have requested a space in the following order of priority:

- 1) Residents who do not yet have a space.
- 2) Residents who already have one space by order of seniority of their tenancy.

If two or more residents fall into category #1 or #2 (if relevant) the landlord shall choose by lottery.

The landlord will make the parking space available to residents at then-market rate for the area.

The landlord's standard lease form - CA-041 - will include an addendum. Addendum 16(a) (attached) will inform residents of the notification and selection process.

Respectfully submitted,



Thomas R. Silva, CPM

cc: Mayor Pauline Cutter

Form Lease CA-041

Section 16(a) Parking Space Addendum

When parking spaces become available during the course of a resident's tenancy, Landlord will proceed as follows:

- 1) Immediately notify all residents of the available parking space(s).
- 2) Provide a 10-day deadline for residents to respond.
- 3) Within 7 days inform residents of the results.
- 4) The Landlord will select residents to occupy the available parking space(s) on the basis of the following order of priority.
 - Residents who do not currently have a parking space
 - Residents who already have a space, by seniority of their tenancy
 - If two or more residents fall into category #1 or #2 (if relevant), the landlord shall select by lottery.

The landlord will offer the available parking space(s) to residents at then-market rate for the area.

W. J. L.
6/20/21

EDEN REALTY

**P. O. Box 126
San Lorenzo, CA 94580
(510) 537-8181
Fax: (510) 537-8338**

April 29, 2021

Mayor Pauline Cutter
City of San Leandro
835 East 14th Street
San Leandro, CA 94577

Re: 1388 Bancroft Avenue – Parking Management Plan

Dear Mayor Cutter:

We are pleased to submit our Parking Management Plan for Council's approval.

1388 Bancroft consists of 42 rental units, forty (40) 980 sq. ft. two-bedroom two-bath, and two (2) 1380 sq. ft. three-bedroom three-bath units, totaling approximately 44,900 sq. ft. A total of 60 parking spaces, 55 on-site (not including three AB1100 Bonus Spaces) and five curbside parking spaces are included in the project.

Please note that once three AB1100 bonus spaces and the five curbside spaces are added into the mix 1388 Bancroft has 63 net onsite and curbside parking spaces, the exact 1.50-1.00 parking ratio required by DA-2, General Plan Designation Standards.

1388 Bancroft is GreenTrips rated and has an 82 – Very Walkable – Walk Score with many transit options. Two AC transit buses stop at the front door, 40 Oakland and 89 San Leandro BART. Four blocks east at Estudillo and MacArthur are the Nx4 and NxC TransBay buses. Four blocks west is the revitalized San Leandro Downtown, E. 14th Street with its numerous shopping, entertainment, and dining options. San Leandro BART is 8/10th's of a mile from the project site. (See Green Trip Certification attachment)

The City of San Leandro recently commissioned a study by Dixon Resourced Unlimited ("Dixon") regarding on-street parking conditions for 50 block faces around 1388 Bancroft Ave. The Dixon study clearly and concisely demonstrates ample parking for residents within the 1388 Bancroft area during all portions of the day and night, seven days a week. (See City of San Leandro/Dixon study attachment).

The Dixon study confirms the conclusions of the City's September 21, 2020 1388 Bancroft Staff Report ("Staff Report") that ample parking is available near 1388 Bancroft (See Staff Report attached). A pertinent excerpt of the Staff Report is as follows:

Mayor Pauline Cutter
April 29, 2021
Page Two

As noted in the February 4, 2019 staff report, Staff finds the proposed parking count to be acceptable because the location is transit accessible, the project is designed to accommodate active transportation (walking, biking and transit use), and the project proposes to actively manage and optimize the available pool of on-site parking through a parking management program. Units that do not need a vehicle space will have their spaces allocated to other units that need a second vehicle. The project also qualifies for AB1100 parking credits for providing ADA parking spaces with electric vehicle charging stations. Substantial secured indoor bicycle parking will be provided for tenants. The project will benefit from the recent opening of AC Transit's Tempo Bus Rapid Transit (BRT) line. The nearest Tempos BRT stations is a 12 minute walk from the project's location.

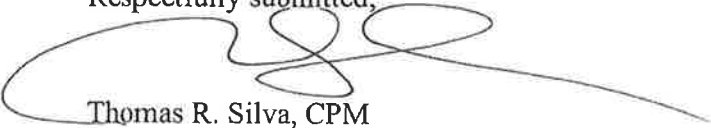
Since San Leandro does not have published multifamily parking management plan specifications, Staff has suggested that 1388 Bancroft use standard multifamily rental housing industry parking practices.

Following Staff's direction, we utilized the California Apartment Association Parking Garage Addendum ("CAA Addendum"). As noted in the CAA addendum, all parking will be unbundled, per standard multifamily rental housing industry practices (Please see attached the CAA Parking Addendum).

Each parking space, with the exception of the three accessible spaces, shall be separately rented for a monthly fee for the exclusive use of a specific resident or ride share operator. Each parking space Lessee shall execute the CAA Addendum and will pay the prevailing monthly fee for the space.

This is the sum of our Parking Management Program.

Respectfully submitted,



Thomas R. Silva, CPM

Attachments

cc: File



**GreenTRIP
ADVISORY COMMITTEE**

Marcial Chao
Pyatok Architects

Elizabeth Deakin
University of California
Berkeley

Joe DiStefano
Calthorpe Associates

David Garcia
Terner Center for Housing
Innovation at UC Berkeley

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Aaron Welch
Aaron Welch Planning

Kate White
ARUP

Jeff Wood
The Overhead Wire

March 31, 2020

City Council
City of San Leandro
845 E. 14th Street
San Leandro, CA 94577

Dear Mayor Pauline Cutter and Councilmembers,

Last year we were pleased to announce that the Eden Realty project at 1388 Bancroft Avenue qualified for **GreenTRIP Certification** based on the design and amenities dated June 24, 2018, which included 45 units. The new design with 42 units still qualifies.

Our evaluation demonstrates that this project meets GreenTRIP standards for the Town Center place type with daily household driving projected to be no more than 35 daily vehicle miles driven per household, a parking ratio of 1.5 spaces per unit or less, and the provision of at least one traffic reduction strategy. The project meets GreenTRIP bicycle parking standards with at least one secured bicycle parking space per unit, and guest bicycle parking for at least 20% of units. The project will also participate in GreenTRIP's Transportation and Parking Survey for annual monitoring. Upon approval of these conditions, this project will join an esteemed group of certified projects with low traffic and excellent transportation amenities.

Since 1997, TransForm has been working for world class public transportation and walkable communities in the Bay Area and beyond. In 2008, TransForm launched GreenTRIP, a certification program for new residential development, focused on **Traffic Reduction and Innovative Parking**. GreenTRIP certifies projects that will allow new residents to drive less while increasing their mobility in a variety of ways. When residents have access to affordable homes close to services, jobs and transit, and developments are designed with traffic reduction and innovative parking, there are benefits for all:

- Increased household transportation savings.
- Economic support for locally serving businesses.
- Less freeway traffic and fewer vehicle collisions.
- Improved public health through increased walking and better air quality.
- Greater demand and support of transit services.
- Reduced greenhouse gas emissions, supporting compliance with SB375 and AB32.

This project meets the GreenTRIP Certification Standards for the "Town Center" place type. The Place Type is determined according to definitions set forth by the Metropolitan Transportation Commission's (MTC) Station Area Planning Manual, 2007. GreenTRIP Certification standards are designed according to these Place Types and tailored to create a feasible yet innovative standard.

The following describes how 1388 Bancroft Avenue meets the criteria for Standard Certification:

1. This project is projected to create less than 35 miles driven/household/day.

Using GreenTRIP Connect for estimating greenhouse gas emissions, we project that future residents in this project will drive at most 34 miles per day per household, or **45% less than the Bay Area regional average**. The primary reasons for reduced driving are the project's density, location, and proximity to transit.

2. This project will not exceed more than 1.5 residential parking spaces per unit and will provide secured and protected bicycle parking spaces on-site.

The conceptual design meets this standard by proposing 55 residential parking spaces for 42 units, or 1.3 spaces per unit. GreenTRIP parking ratios do not include the five on-street parking spaces that residents may use. Fewer spaces provided for parking allow more resources to be spent on other community amenities. The project will also include 42 secured bicycle parking spaces and 12 guest bicycle parking spaces, which meets our requirements of 1.0 long-term bicycle parking space per unit and 0.2 short-term bicycle parking spaces per unit.

3. This project will provide at least 1 of 3 Traffic Reduction Strategies for 40 years (Transit Passes, Carshare Memberships, and/or Unbundled Parking).

Eden Realty will provide 100% unbundled parking, which separates the cost of parking from rent. Therefore, residents who do not have vehicles will save money by not having to pay for a parking space that they are not using.

Please refer to the attached 2-page **Project Evaluation Report** for a summary of the project's benefits. You may also view Certification guidelines here: bit.ly/GreenTRIPHowToGuide

Since this project is still going through entitlement, we are awarding a conditional GreenTRIP Certification. We will award a full certification upon city approval of final entitlements, if those entitlements include the following project characteristics:

1. Build no more than 1.5 parking spaces per unit.
2. Install no fewer than one secured residential bike parking space per unit.
3. Install publicly accessible guest bike parking spaces numbered at no fewer than 20% of units.
4. Provide one traffic reduction strategy per the How-to-Guide.

Upon approval of these conditions, this project will join an esteemed group of GreenTRIP-certified projects with low traffic and excellent transportation amenities. For more information, please refer to our website at: www.GreenTRIP.org.

Sincerely,



Nina Rizzo
GreenTRIP Certification Program Manager
(510) 740-9340



GreenTRIP

Traffic Reduction + Innovative Parking

www.GreenTRIP.org

PROJECT EVALUATION REPORT

1388 BANCROFT AVENUE

1388 BANCROFT AVE., SAN LEANDRO, CA
DEVELOPER: EDEN REALTY

PROJECTED DAILY DRIVING BY RESIDENTS

GREENTRIP STANDARDS

LESS THAN 35 MILES/DAY 52% less than the regional average household driving of 62 miles/day. <i>Source: MTC Vital Signs and Bay Area Census</i>	<input checked="" type="checkbox"/> 34 MILES/DAY EACH HOUSEHOLD IS PROJECTED TO DRIVE 34 MILES/DAY <i>Source: GreenTRIP Connect</i>
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APPROPRIATE AMOUNT OF PARKING

GREENTRIP STANDARDS

MAXIMUM 1.5 SPACES/UNIT Average spaces per home (including guest parking), excluding spaces shared with non-residential uses.	<input checked="" type="checkbox"/> 1.3 SPACES/UNIT 55 PARKING SPACES 42 UNITS
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TRAFFIC REDUCTION STRATEGIES

GREENTRIP STANDARDS

1 OF 3 STANDARD TRAFFIC REDUCTION STRATEGIES The project must have one of three traffic reduction strategies: <ul style="list-style-type: none"> • UNBUNDLED PARKING • DISCOUNT TRANSIT PASSES • FREE CARSHARE MEMBERSHIP 	<input checked="" type="checkbox"/> UNBUNDLED PARKING • UNBUNDLED PARKING: PAYING FOR A PARKING SPACE IS SEPARATE FROM HOUSING.
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PLACE TYPE GreenTRIP standards are customized for different types of neighborhoods, or "Place Types," as defined by the Metropolitan Transportation Commission's Station Area Planning Manual.	NEIGHBORHOOD This project meets GreenTRIP Certification standards for the Neighborhood Place Type. Above is an evaluation of how this project satisfies each requirement.
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CONDITIONAL CERTIFICATION AS OF MARCH 31, 2020



1388 BANCROFT AVE IS PROJECTED TO RESULT IN:

45% LESS DRIVING

Each household is expected to drive 34 miles/day rather than the regional average of 62 miles/day

Source: GreenTRIP Connect, MTC Vital Signs and Bay Area Census

13% LESS GHGs

Each household is expected to emit 17.8 pounds of GHGs/day instead of 20.4 pounds of GHGs/day.

Source: GreenTRIP Connect

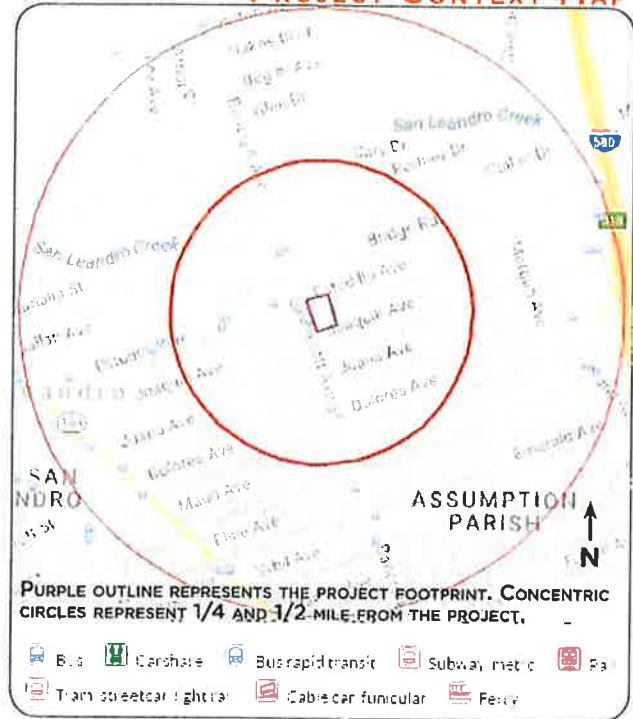
GreenTRIP evaluates how well a proposed residential project design achieves Traffic Reduction and Innovative Parking strategies.

GreenTRIP conducts an evaluation based on information provided by the developer and gathered from publicly available sources.

1388 BANCROFT AVENUE

DRIVING REDUCTION	
The following is an inventory of GreenTRIP Connect model inputs and the projected driving reduction.	
SELECTED SITE	↓ 0% REDUCTION
IF BUILT ON SELECTED PARCEL (LOCATION EFFICIENCY VARIABLES INCLUDE EMPLOYMENT DENSITY, TRANSIT AVAILABILITY, NEIGHBORHOOD COMMUTE DISTANCE)	
AFFORDABLE HOUSING	↓ 1% REDUCTION
5% OF UNITS (2 UNITS) WILL BE DEED RESTRICTED BELOW MARKET RATE	
TRAFFIC REDUCTION STRATEGIES	↓ 13% REDUCTION
UNBUNDLED PARKING: PAYING FOR A PARKING SPACE IS SEPARATE FROM PAYING FOR HOUSING.	

PROJECT CONTEXT MAP



NEARBY TRANSPORTATION

Transit within a 1/4 mile:

AC Transit 34, 35, 40

Transit within a 1/2 mile:

AC Transit 10, 34, 35, 40, 801

AC Transit Transbay NX4 and NXC

GreenTRIP Connect REPORT:

<https://connect.greentrip.org/map-tool.php?p=248122>

Residents living and working within a 1/2 mile or 10 minute walk to transit are 10 times more likely to take transit.¹

Residents living within a 1/2 mile of transit drive 50% less than those living further away.²

¹ ABAG New Places, New Choices, 2007

² Cervero, Arrington, TCRP Report 128, 2008

KEY PROJECT DETAILS:

- DENSITY OF 33 UNITS/ACRE
- 42 SECURED LONG TERM BIKE PARKING SPACES
- 12 GUEST BIKE PARKING SPACES
- UPGRADED BUS STOP WITH BENCH AND SHELTER
- PHOTOVOLTAIC PANELS FOR ELECTRIC VEHICLE CHARGING
- WITHIN 1/2 MILE OF FLEX SHUTTLE STOP FOR

QUESTIONS?

Contact:

GreenTRIPInfo@TransFormCA.org

www.GreenTRIP.org

a project of



INSTRUCTION SHEET (Form CA-076)

Parking/Garage Addendum

Purpose:

CAA's Rental/Lease Agreement allows a Landlord to add a specific addendum setting out the rules for parking and garage use at the property. This form can be used for that purpose.

Effective January 1, 2020, AB 1482 will impose rent caps on most residential rental properties in California and imposes "just cause" eviction requirements. CAA recommends that its members consult with their attorneys regarding any current charges for parking or changes in terms that would impose charges for parking and the applicability of AB 1482 to those charges. Certain properties are exempt from this law. For more information, visit CAA's web site at www.caanet.org/AB1482/

Note: Beginning July 1, 2019, any automatic garage door opener that is manufactured for sale, sold, offered for sale, or installed in a residence, is required to have a battery backup function that is designed to operate when activated because of an electrical outage. On and after July 1, 2019, replacement residential garage doors must be connected to a garage door opener that meets the requirements of these provisions.

Preparation of the Form:

1. Insert a page number in the upper right-hand corner, if this form is attached to the Rental/Lease Agreement
2. Fill in the date of and names of the parties to the Rental/Lease Agreement and the location of the rental unit, including unit number and zip code.
3. Describe the parking space or garage that is assigned to the Resident. In the case of a single-family home rental or other small property, it is likely appropriate to designate the driveway as a parking area, in addition to any garage.
4. Check a box to indicate whether the parking space/garage is included in rent or not. If included in the rent, specify a value for the parking space/garage if it is ever severed from the rent. This is particularly important in properties subject to AB 1482's rent caps or local rent control ordinances. If there is a separate fee that will be charged for the parking space/garage, specify the amount.

Note: This form deems personal property left behind in the parking space/garage after possession has been returned to the owner to be abandoned. However, if the property appears to be of significant value, CAA recommends consulting with an attorney prior to disposition.

5. Describe the keys and/or openers that have been provided. Specify the amount of deposit, if any, and the cost for replacement. The deposit and replacement cost should be the actual cost or a reasonable estimate of the cost to replace the key or opener. The amount of the key/opener deposit when combined with all other deposits for the unit may not exceed the limits in state law.
6. Paragraph 6 prohibits storage of items other than the parked vehicle(s) in the garage or parking space. If storage is allowed in the garage under the building code, Form CA-090 Storage Addendum can be used to set the terms.
7. **Special Provisions:** This is the place to include any rules that are specific to conditions at the property.

For example:

- In case of a shared garage that does not have an automatic opener: "Resident shall keep garage closed and locked when not in use."
- In case of a single-family home or duplex, this space could be used to allow car washing and/or to specify the location for guest parking: "Resident's guests may only park in the driveway or on the street. The yard may not be used for parking."

Signatures: It is strongly recommended that all adult occupants sign and date the Agreement, in addition to you or your agent. The Landlord should be the last to sign. In the case of co-owners, such as a married couple, each owner should sign on their own behalf, or should appoint an agent to sign the Agreement on their behalf (the agent may be one of the co-owners). If a manager or other person is signing on the owner's behalf: (1) the owner's name should be entered in the space marked "Landlord;" (2) the box next to "Landlord" must be checked and (3) the manager or other individual's name should be signed, and company affiliation provided.

Pitfalls and Precautionary Notes:

1. Consult with your attorney prior to using this form to charge for parking in properties subject to rent control or "just cause" eviction ordinances.
2. This form has been prepared by the California Apartment Association to help members comply with applicable California and Federal law. The California Apartment Association, its local Chapters, and Divisions do not make any representation or warranty about the legal sufficiency or effect of this form. Consult with an attorney if you require assistance in completing the form or to determine if use of the form is appropriate or changes to the form are necessary in any particular situation.
3. The California Apartment Association does not sanction any CAA form that has been altered or changed in any way.



15. **KEYS:** Resident has received _____ sets of keys for the premises. If needed, additional keys may be requested from the Landlord. There may be a charge. Keys to the premises are the exclusive property of Landlord. All keys must be returned to Landlord when Resident vacates. Resident shall be charged for the cost of new locks and keys if all keys are not returned. In the event that any keys to the premises or the building are lost or consigned, Resident shall be liable for the entire cost of all key and lock replacement, at the discretion of Landlord, as required for the security of the Premises, the Building, and Building occupants. This may include the costs of re-keying the entire Building if Landlord, at Landlord's sole discretion, deems such action is necessary. Resident should take care not to lock himself/herself out of the Premises. If Landlord is required to assist any Resident in gaining entry to the Premises, Resident may be assessed a charge for the actual costs, including out of pocket expenses, incurred by Landlord and Landlord may require Resident to contract with a professional locksmith.

16. **PARKING (CHECK ONE):**

This Agreement does not provide for parking of any motor vehicle or motorcycle anywhere in or about the Premises, the Building, and/or the driveway(s). (If no box is checked, this provision applies.)

This property's policy with respect to parking and/or garage use is in the attached addendum.

This property's policy with respect to parking and/or garage use is as follows:

Number of parking spaces assigned to Resident's unit 2000. Only one passenger vehicle or motorcycle may be parked in each space. Resident shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Resident may not use any parking space for recreational vehicles, boats, busses, trailers or similar non-passenger vehicles. The parking area may not be used for storage without prior written permission. Resident may not use any parking space to wash or repair vehicles, to change oil in vehicles or for any purpose other than parking.

Resident agrees to move the vehicle and cooperate fully with the Landlord so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible.

Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident shall refrain from parking in unauthorized areas or in another resident's designated parking space. (Vehicles parked in unauthorized areas or in another resident's space may be towed away at the vehicle owner's expense.) Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.

17. **STORAGE POLICY (CHECK ONE):**

No storage outside of the Resident's unit is authorized, permitted, or provided under this Agreement. Resident agrees to keep personal property inside Resident's unit, unless Landlord has expressly agreed otherwise in writing in an addendum to this Agreement. Resident shall refrain from storing gasoline, cleaning solvent or other flammable liquids in the unit. (If neither box is checked, this provision applies.)

Storage is allowed pursuant to the attached addendum.

18. **LANDSCAPING:** Resident is is not (check one) responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping, or please see attached Addendum. Resident shall promptly advise Landlord of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Resident may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional. Resident may not alter the landscaping or engage in "personal agriculture" without Landlord's prior written permission. If Resident is responsible for maintaining landscaping, including sufficient watering, Resident shall perform this obligation in a manner consistent with state and local water use restrictions



PARKING/GARAGE ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated _____ between _____ (Date)

1388 BANCROFT (Name of Landlord) (Landlord) and

OUR VALUES RESIDENTS (List all Residents as listed on the Rental/Lease Agreement) (Resident) for the

premises located at

1388 BANCROFT AVE (Street Address) Unit # (if applicable) _____

SAN LEANEO (City) CA 94577 (Zip)

1. The parking space or garage described below is designated for the Resident's use:

Location and other identifying information: SPACE #
This area, hereinafter referred to as the Parking Space/Garage, is for the exclusive use of Residents and Occupants (hereinafter referred to as "Resident") listed in the Rental/Agreement.

Number of passenger vehicles or motorcycles that may be parked in the Parking Space/Garage: ONE

Resident shall only park in the Parking Space/Garage. Any parking spaces designated as guest parking by Landlord (by posted sign or otherwise) are for guest use only and are the only parking spaces in which guests may park. Resident shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Resident and guests shall refrain from parking in unauthorized areas, including other residents' designated parking space(s). Vehicles parked in unauthorized may be towed away at the vehicle owner's expense.

2. Fee and Termination (Check One):

Use of the Parking Space/Garage is included in the rent paid under the Rental/Lease Agreement. The value of the Parking Space/Garage, should it ever be severed from the tenancy, is \$_____. The use of the Parking Space/Garage shall only be severed from the tenancy where allowed by law.

Charge for the Parking Space/Garage is \$_____ per month. This amount is due on the same day as the rent for the residential unit and must be paid using the same forms of payment allowed under the Rental/Lease Agreement above.

Regardless of which option is selected above, termination of the Rental/Lease Agreement by either party or by operation of law will also terminate this Addendum, with the same effective date. Resident shall remove all personal property from the Parking Space/Garage prior to returning possession of the residential premises identified above and the Parking Space/Garage to Landlord. Resident agrees that any personal property left behind in the Parking Space/Garage after possession has been returned, has been abandoned and may be disposed of by Landlord and reasonable expenses charged back to the Resident. Any abandoned vehicles will be disposed of in accordance with California law

3. Locks/Keys/Garage Door Opener: The following have been provided: _____ Resident is responsible for maintenance of the opener if any, including battery replacement. Resident may not change the transmitter frequency. Resident has deposited with Landlord, the sum of \$_____ as a Key/Garage Door Opener

Deposit: The charge for replacement of each lost or unreturned: key \$_____, opener \$_____. Landlord may, without notice or liability to Resident, break any locking device and replace it with a new locking device in the event that Landlord does not have access into the Parking Space/Garage. Resident may not change the locking device or code without prior written permission of the Landlord.



Unauthorized Reproduction of
Blank Forms is Illegal.



4. **Parking Prohibitions and Towing:** Only currently registered vehicles may be parked on the property. A vehicle that lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, is subject to tow under California Vehicle Code 22658. Vehicles parked in violation of local laws/ordinance are subject to tow.
5. **Assumption of All Risk of Loss:** Resident assumes all risks associated with the loss, damage, or destruction of all vehicles and other personal property or items kept in the Parking Space/Garage, regardless of the value of the lost or destroyed property. Resident agrees to hold Landlord harmless for any loss, damage, or destruction to Resident's personal property in the Parking Space/Garage. Resident is advised to carry insurance to cover Resident's vehicle(s) and other personal property. Landlord's insurance does not insure Resident's vehicle(s) or other personal property. Resident understands that vehicles and other items left in the Parking Space/Garage may be stolen or damaged. Resident should not store valuable items in the vehicle or Parking Space/Garage. No bailment relationship is created by Resident's use of the Parking Space/Garage.
6. **Parking of Passenger Vehicles and Motorcycles Only:** Resident may not use any parking space for recreational vehicles, boats, busses, trailers or similar non-passenger vehicles. The Parking Space/Garage may be used for parking of vehicle(s) only. It may not be used for living, sleeping, eating, working, construction, growing plants or any other activity. No animals or living creatures may be housed in the Parking Space/Garage. No business activity is allowed in the Parking Space/Garage, including "garage sales." There shall be no repairing of vehicles or any other equipment in or around the parking space. The washing of vehicles in or near the Parking Space or in the Building is prohibited. The Parking Space/Garage may not be used for storage of items other than the vehicle(s) or motorcycle(s) listed above. This is a material covenant and breach may result in the termination of Resident's tenancy.
7. **Electric Vehicles:** Resident may not charge any vehicle in building common areas or in designated parking spaces without Landlord's express written consent. Resident may not use any common area or building electrical outlet, or Landlord's electricity, to charge Resident's vehicle unless Resident has obtained the express written permission of Landlord to do so, and has made arrangements to reimburse Landlord for the costs of the utility if Landlord so requests. If Landlord has provided a charging station or similar means for tenants to charge electric vehicles, Resident agrees and covenants to follow any and all regulations adopted for said charging station and to hold Landlord harmless for personal injury or property damage in the use of any charging station or utility. Landlord's requirement to provide vehicle charging facilities shall be limited to what is required by law.
8. **No Storage of Hazardous or Dangerous Materials:** No toxic or flammable chemicals, paints, gases, gasoline or solvents may be stored at any time in the Parking Space/Garage. This is a material covenant, and Resident hereby consents to the removal, at Resident's sole expense and without prior notice, of any hazardous/dangerous/toxic materials found in the Parking Space/Garage.
9. **Automotive Waste:** Resident may not abandon or dispose of oil, tires, batteries or other automotive waste at the property.
10. **No Alterations or Enlargement:** The Parking Space/Garage may not be enlarged, expanded, or modified by Resident without the prior written permission of Landlord. This includes, but is not limited to, changes to any electrical systems, and use of nails, screws, bolts or hooks in the walls, ceiling, floors or doors. Resident agrees to pay Landlord for costs to repair, replace or rebuild any portion of the Parking Space/Garage or other area damaged by the Resident.
11. **Cooperation Required:** Resident agrees to move the vehicle and cooperate fully with the Landlord so that any repairs or alterations to parking or other areas can be made in as expeditious and efficient a manner as possible. In addition, should a government agency ever require Landlord to remove vehicles, personal property or combustibles from the Parking Space/Garage, or perform any work requiring a permit, or to otherwise comply with state or local laws, Resident agrees to immediately remove all vehicles, personal property or other items from the Parking Space/Garage at Resident's own expense.
12. **Right to Re-Assign:** Landlord may require Resident to move Resident's vehicle(s) and all personal property to another comparable Parking Space/Garage on the Property. Such a request is not a severance of a housing service, and Resident shall comply promptly.



- 13. **No Subletting/Assignment:** The Parking Space/Garage may not be sublet or assigned by Resident. Resident may not switch spaces with any other resident in the building, without prior written permission of Landlord.
- 14. **Quiet Enjoyment:** Resident shall not operate the vehicle or motorcycles or use the Parking Space/Garage in a manner that is a nuisance or that endangers the health or safety of any person.
- 15. **Acceptance of Premises:** Landlord makes no representation or warranty as to the legality or fitness for use of the Parking Space/Garage.
- 16. **Special provisions** (fill in the blank, will control over printed provisions): _____

electric vehicle charging supplement

Date Resident Date Resident

Date Resident Date Resident

Date Resident Date Resident

Landlord by _____, _____ Agent for Landlord
Individual Signing for Landlord Management Co. (If Applicable)

Date

Landlord by _____, _____ Agent for Landlord
Individual Signing for Landlord Management Co. (If Applicable)

Date

