

## **91.72 APARTMENTS AT KING HARBOR TENANT HANDBOOK**

Welcome to King Harbor! We value your tenancy. The Apartments at King Harbor have been developed and are managed in a manner to ensure it is an exceptional place for you to make your home. To assist us in accomplishing this we have found that it is essential that all tenants understand and adhere to the standards that have been established. Your cooperation in this endeavor is crucial to maintaining an excellent living environment for you and your neighbors.

Your new address is 835 Hopkins Way #\_\_\_\_\_, Redondo Beach, CA 90277.

Majestic KHM LLC (MAJ)  
King Harbor Marina (KHM)

208 Yacht Club Way  
Redondo Beach CA 90277  
Phone (310) 376-6926  
Fax (310) 376-9927  
Monday-Friday 9am-6pm  
Saturday 9am-4pm  
Sunday 10am-4pm

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## I. GENERAL CONDITIONS

- A. This handbook is an Addendum to the Apartments at Residential Rental/Lease Agreement (91.13YF) with Majestic KHM LLC (MAJ). The Rental Agreement should be read in conjunction with this handbook as both are binding upon the tenant(s) and their guests or invitees.
- B. In the event of a threat to life, fire, or a police matter, dial 911 to contact the Paramedics, Fire Department or Police Department directly.
- C. In the event of an emergency or if you are locked out of your apartment during business hours (Mon-Fri 9am-6pm, Sat 9 am-4pm, Sun 10am-4pm), you may contact the KHM Office at (310) 376-6926 and the appropriate personnel will respond to the problem in a timely manner.
- D. The failure of tenants or their guests or invitees to comply with any terms of these Rules & Regulations (91.72YF) or the terms of the Rental Agreement (91.13YF) is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.
- E. A “Security Deposit” is defined as any fee, deposit or charge imposed at the beginning of tenancy to reimburse the landlord for costs associated with their tenancy other than the rental charge for specified periods of time. [Currently California law limits Security Deposits to two (2) months’ rent for unfurnished apartments]. MAJ may charge up to \$30.00 to process a tenant’s application to rent an apartment.

## II. USE OF THE APARTMENT

- A. Utilities –Tenant agrees to pay when due all utility charges accruing or payable in connection with the use of the apartment during the term of their tenancy except for hot and cold water which is supplied and paid by MAJ. There is no gas service to the apartment and MAJ will take care of the water and trash services. Tenant should contact the following utility providers in order to establish service in their names:
  - 1. Electricity – Southern California Edison (800) 655-4555
  - 2. Telephone – Spectrum (855) 243-8892
  - 3. Cable Television – Frontier (800) 921-8101
  - 4. Internet – Spectrum or Frontier
- B. Payment – Payment of monthly charges by Electronic Funds Transfer (EFT) is encouraged and will result in a savings to the tenant. If you prefer to pay by personal or cashier’s check, payments to MAJ may be accepted at two (2) areas only:
  - 1. Via U.S. Mail to :  
  
Majestic KHM LLC  
208 Yacht Club Way  
Redondo Beach, CA 90277

2. The KHM Office just north of the apartment building.
- C. Moving – The movement of furniture into or out of an apartment requires advance notice to MAJ. Moving is preferred on weekdays between the hours of 9:00 a.m. and 5:00 p.m. You must remove your packing cases and boxes from the building. You will be responsible for the cost of repair of any damage caused by moving your belongings into and out of the apartment and for the cost of removal of any improperly discarded packing materials.
- D. Appliances/Furnishings
1. Tenant agrees that the apartment consists of the following equipment and furnishings and is responsible for them and their replacement or repair if they are damaged or removed from the premises [The expected life is noted in parentheses. See Section V for the policy regarding damage to any of the following items. The noted years are the expected economic life and are used in crediting amounts for tenant replacement as set forth in our refurbishing policy (82.16Y) or for charging tenants for damage upon vacating the apartment.]:
    - a. 1 dishwasher – 4 years
    - b. 1 range oven – 10 years
    - c. 1 14 cubic foot refrigerator – 10 years
    - d. 1 garbage disposal – 4 years
    - e. Wall to wall carpeting – 5 years
    - f. Cabinets – 20 years
    - g. Microwave oven (optional) – 10 years
    - h. Vertical blinds or drapes on windows – 5 years
    - i. Painted walls/ceilings/cabinets – 3 years
    - j. The following may be in the apartment:
      - (1) Formica counter top – 7 years
      - (2) Stone or ceramic counter tops – 12 years
      - (3) Tile flooring – 12 years
      - (4) Laminate flooring – 10 years
      - (5) Window and door screens – 7 years
  2. If the Tenant is unfamiliar with the use and/or maintenance of any of the above items, he/she is encouraged to contact the KHM Office. Repair or replacement of the above items due to misuse or neglect is the sole responsibility of the Tenant (normal wear and tear excepted).
  3. Be certain your stove is turned off when leaving your apartment and/or when you retire for the night. Failure to turn them off could cause serious damage.
  4. See Paragraph IV.B for the use of garbage and trash disposal and recycling.

E. General Maintenance

1. A telephone call to the KHM Office at (310) 376-6926 x113 should be made for maintenance requests. All requests are written on a Work Order. In most cases, all work orders are completed within 1-3 days. Maintenance personnel are normally on duty six (6) days a week, Monday through Saturday. Personnel are available for emergencies.
2. Tenant agrees to:
  - a. Keep the premises clean and sanitary and in good repair.
  - b. Immediately notify MAJ of any defects or dangerous conditions in and about the premises of which they become aware.
  - c. Reimburse MAJ, on demand by MAJ, for the cost of any repairs to the premises damaged by Tenants or their guests or invitees through misuse or neglect.
  - d. No alterations, such as changing of locks, lighting fixtures, other equipment, drilling into walls and ceiling, redecoration, etc. may be made without prior written authorization from the KHM Office.
3. For hanging pictures and wall hangings, please use small nails; do not use tape to hang anything.
4. Light bulbs – each apartment is completely furnished with working light bulbs at the time you take possession. Thereafter, it will be the Tenant’s responsibility to replace non-operable light bulbs.
5. Report burned out bulbs in halls, garage, elevators, or stairwells to the KHM Office so they may be replaced immediately.
6. For your safety and health wear shoes or sandals in the public areas of the building. Towel dry before entering the elevators from the swimming pool or beach and wipe off any sand before entering the building.
7. If you plan to be away for an extended period please notify the KHM Office and ensure all doors and windows are locked before you leave at any time.
8. Entry to your apartment will not be given to anyone without specific and advance written authorization from the tenant.

F. Balconies

1. Towels, swimming suits, laundry or plants must not be hung over the balcony. It detracts from the appearance of the building and could cause harm to the boats and their users directly below.

2. Protect your balcony from dirt, sand, and especially grease drippings if you barbecue on it. Do not use the balcony for storage or hose it off, as it can cause damage to other tenants and their property.
3. Please do not throw away anything from the balcony. There have been several tenants who have caused serious damage to the boats berthed below the apartment by dropping items on them. Also, please do not feed birds or wildlife from your balcony. It is not healthy for them and it causes them to congregate in large numbers leaving droppings and becoming a serious nuisance.
4. Please help reduce the possibility of mosquitoes by ensuring that there is no standing water on your balcony.

G. Waterbeds and Aquariums

- a. Waterbeds are not permitted in the apartment building.
- b. One ten (10) gallon aquarium is permitted in the apartment.

H. Tenant will be held responsible for the payment of the following:

1. Any expense, damage, or repair occasioned by the stopping of pipes, leaking of aquariums, or overflow from bathtubs, water closets, wash basins or sinks that are caused by actions of the tenant or any of their guests or invitees.
2. For damage to windowpanes, carpets, vertical blinds, wallpaper or any other damage to the interior of the apartment caused by tenant or any guests or invitees.
3. For any change or alterations to the apartment or partitions erected or walls covered or repainted:
  - a. Any alteration to an apartment requires prior written approval by MAJ.
  - b. If extensive remodeling is to be done, the Security Deposit will be increased and/or a bond posted.
  - c. The tenant agrees to be responsible for the total cost of returning the apartment to its original condition.
  - d. The tenant is responsible for the cost and storage of any items in the apartment (refrigerator, drapes, closet, etc.) that the tenant does not wish to use during their residency.
4. Screens - MAJ will provide screens at tenant's expense for apartment windows and sliding doors upon being notified by tenant.

5. Personal Property/Personal Injury

- a. MAJ is not responsible for any loss or damage to personal property of nor personal injury to tenants or their guests or invitees.
- b. Every apartment tenant must carry a Renter's Insurance Liability Policy/Endorsement which covers loss or damage to personal property and for liability claims by guests and invitees within the premises.

I. Use of Apartment Storage Areas

1. Although MAJ has tried to provide storage space for such things as luggage, skis, and boxes in the apartment, additional locker space may be available for a nominal rental fee under the apartment building at the parking level or along the marina walkways (Note that the lockers under the building that are available are included with the rental of a parking space under the building). Contact the KHM Office to rent a locker.
2. Two storage areas for bicycles are currently available at no charge at the north end of the building (by the lobby entrance) and at the south end of the building (next to the trash door). Even though the storage area is locked and accessed only by an apartment key, it is strongly advised that each tenant put his own lock on each bicycle stored in the storage area. We highly recommend the use of kryptonite locks only. MAJ shall not be responsible for the loss of any personal property stored in lockers or the bicycle storage areas. All bicycles must display a Property Identification Decal (PID) that is issued by the KHM Office.
3. MAJ may remove from the premises and impound any belongings which are stored in an unassigned space or are stored in a space rented by a tenant who is delinquent in sums due MAJ. Any property found in an unassigned (and thus unpaid) space will result in that space being charged to the tenant from the first date of their rental agreement.
4. No storage or hangings of any type are allowed in the common area.

J. Prevention of Mold - The responsibility of the tenant regarding mold as set forth in Section 24 of their Rental Agreement (91.13YF) is as follows:

1. Tenant shall take all reasonable measures to control the moisture level of the interior of the premises by immediately reporting any water intrusion, such as plumbing leaks, window/door leaks, drips or "sweating" pipes.
2. Tenant agrees to keep the unit free of dirt and debris that can harbor mold and mildew.
3. Tenant shall limit the sources of indoor humidity by ventilation through operation of a portable HVAC system and/or by opening windows and doors to increase fresh air when outdoor air is humid and warming cold surfaces where condensation occurs.

4. Tenant shall use bathroom fans while showering or bathing and immediately report to MAJ any non-working fan.
5. If Tenant has a fish tank, water is evaporating within their apartment. Tenant shall make sure there is enough air circulation to remove any added moisture.
6. Tenant shall use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior unit. This is especially important on the west-facing elevation.
7. Tenant shall use exhaust fans whenever cooking, dishwashing, and cleaning.
8. Tenant shall clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible (Note: mold can grow on damp surfaces within 24 to 48 hours).
9. Tenant understands that air circulation and temperature are the most important factors in avoiding mold and mildew and will circulate fresh air and keep a satisfactory temperature within Tenant's apartment.
10. Tenant shall conduct a visual inspection of the premises for the presence of mold growth inside the premises at least once per month, including but not limited to:
  - a. Window frames and on carpets
  - b. On ceiling tiles, and on any currently or formerly damp material made of cellulose (such as wallpaper, books, papers/newspapers)
  - c. All indoor plants
  - d. Personal property
11. Tenant shall immediately report to MAJ if significant mold growth is noted on surfaces inside the premises. Most mold can be cleaned by using water and detergent or bleach, drying the surface completely afterwards.
12. Tenant agrees to not bring any personal property into the unit that may contain mold. "Soft possessions" such as sofas, mattresses, and pillows often contain mold.
13. In the event MAJ has knowledge of or reasonably believes that there may be mold inside the Premises, Tenant agrees upon demand of MAJ, to temporarily vacate the Premises for a reasonable period, to allow for mold investigation and remediation, to control water intrusion, or to allow other repairs to Premises.
14. Tenant hereby agrees to indemnify and hold harmless the Owner and MAJ from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that MAJ/KHM may sustain or incur as a result of the negligence of Tenant or any guest or other person living in, occupying or using the premises.

### III. USE OF APARTMENT RECREATIONAL AREAS



A. Swimming Pool & Jacuzzi Area

1. The apartment facilities are primarily for its tenants, and secondly for their guests. Therefore, guests should not take advantage of the facilities, thus displacing the residents.
2. **All guests (including all children under sixteen) must be in the company of an apartment tenant when in the pool area.** The pool area loses its attraction if it is overcrowded, over-noisy and over-occupied. For this reason, we request that tenants advise the KHM Office if they intend to have more than two (2) guests at any time in order that we may know in advance of any potential problems. Consideration, particularly over weekends and holidays, is expected.
3. All tenants and their guests should use the pool facilities safely and the premises should be left clean and orderly. Food and beverages should be brought into the pool area **only in disposable containers**. No glass is allowed in the pool area.
4. **Pool hours** are:
  - a. Daily 10:00 a.m. - 9:00 p.m.
  - b. MAJ reserves the right to cover the pool and Jacuzzi at all other times.
5. The pool temperature is maintained at 80° to 82° F and the Jacuzzi temperature is maintained at 100° to 104° F. If the temperature drops below these levels, contact the KHM Office.
6. No soap is allowed in the pool or Jacuzzi. Bathing suits are to be worn by all users. Should problems arise as to the use of the pool and the Jacuzzi, MAJ reserves the right to prohibit their use to any individuals who abuse these privileges.

B. Bay Club

1. **Bay Club** – A health and fitness club with a full range of: cardiovascular equipment; free weights; basketball, racquetball, & tennis courts; boxing studio; indoor golf range; heated outdoor swimming pool; Jacuzzi; separate steam & sauna, Yoga & Pilates, kickboxing & aerobics; Kid’s Club; personal training; massage; luxurious locker rooms; towel service; and spectacular ocean views.
2. The building is located at the corner of Harbor Drive and Marina Way, about 100 yards directly south of the apartment building.
3. Apartment tenants may receive a corporate discount on dues & initiation fees as established and billed directly with Bay Club.
4. Any apartment tenant interested in joining Bay Club should make an appointment with a Membership Representative by calling (310) 376-9443.

5. At the end of tenancy at King Harbor, Bay Club may eliminate any discounts provided for tenant status.

C. Beach Area

1. Entrance to the beach is located northwest of apartment building. There is an opening at the end of the block wall just before the Galveston Wall.
2. A shower directly next to wall opening is provided by King Harbor Marina for beach users to wash off sand when exiting the beach.

IV. USE OF COMMON AREAS/OUTSIDE SERVICES

A. Laundry Facilities

1. Laundry rooms are located at the north end of the building on the third, fourth, and fifth floors. Please keep the laundry rooms clean and **PLEASE** for your neighbor's convenience, remove your laundry from the machines when the wash/dry cycles are completed.
2. The washers and dryers are made available by an outside vendor.
3. **Save energy:** wash and dry only full loads. Use warm or cold water for most laundry, except whites or heavily soiled clothes.
4. Machines out of order or not working properly should be reported directly to the vendor, W.A.S.H. at (800) 421-6897 or call the KHM Office at (310) 376-6926, x113. Please note the machine number when reporting broken appliances before calling.

B. Garbage Chutes/Recycling

1. There is a garbage chute located at the south end of the main hallway across from the elevator. Please be sure to break down all cardboard boxes because they can jam the chute otherwise. There are also garbage dumpsters and recycling bins located just across from the north lobby and inside the garbage room just outside the south lobby.
2. **Please recycle!** Recycling bins are located in the trash room on the ground level directly north of the south entrance.
3. Please do not clutter the halls or garbage chute rooms with trash or your property. Please take boxes or large items to the trash room located on the parking level next to the south entrance of the building. Your apartment key will open the door to the trash room.
4. Please use your garbage disposal for food garbage only and the chutes for other rubbish. The garbage disposal will not take foods such as cornhusks, bones,

nutshells, citrus peels, etc. Please wrap such items in paper before depositing in the trash chute. **Remember to always turn the water on before turning the garbage disposal on and to leave the water and disposal running for a sufficient time to ensure all garbage is properly disposed of and no residue remains in the disposal.**

5. In consideration of your neighbors please dump your trash only between the hours of 9:00 a.m. and 9:00 p.m.
6. Large pieces of food waste, such as melon or citrus rinds, will be more quickly pulverized if you cut them into small pieces before placing them in the garbage disposal.
7. **Caution: Do not allow metal, rice, celery, glass, or crockery to go into your disposal.** Never put lye or drain-cleaning chemicals into the drain. The dishwasher drains through the disposal; ensure all waste has been washed through the disposal **before** turning on the dishwasher. Otherwise, you risk flooding your kitchen and the apartment below.
8. Do not pour grease down the sink drain; dispose in covered containers in the trash receptacle.

C. Elevators and Stairs

1. Elevators are located in the north and south areas of the building on each floor.

D. Windows and Doors

1. Keep the grooves of windows and doorframes clean by vacuuming occasionally to prevent accumulation of windblown dirt, dust, salt, and sand that will hamper smooth sliding.
2. Do not slam doors as it can cause them to stick, sag and jam.
3. **Save energy**; keep windows and doors closed. Close your blinds in the winter to reduce radiated heat loss through windows and in the summer to reduce heat gain from the sun. Take advantage of the daily temperature cycle during the summer, open windows to draw cooler night air into the apartment. Turn heat on at a low level only in rooms that you are using, and always turn it off upon leaving the apartment. The apartments are heated with electricity, which can cause you excessive costs if not turned off when not needed.

E. Carpeting

1. In order to properly maintain the carpets all tenants are expected to own a vacuum cleaner and vacuum regularly.
2. Coasters should be placed under furniture legs for the protection of the carpeting.

F. Satellite TV/Phone Guidelines

1. Satellite dishes are permitted under the conditions noted in Item 22 of the Apartments at King Harbor Rental Agreement (91.13YF). Satellite dishes must be 1 meter (3.3 feet) or less in size and may only be installed within the inside surfaces of the balcony, patio, or terrace that are under the exclusive control of the Tenant. If Management determines that the installation raises legitimate safety concerns, a new location must be selected or the dish cannot be installed.
2. The apartment is set up to receive the following:
  - Verizon FiOS (Fiber Optic High-Speed Internet, TV, and Phone)  
(888) 881-8161; [www.verizon.com/fios](http://www.verizon.com/fios)
  - Verizon Communications (Standard Landline Phone and Broadband DSL Internet) (800) 837-4966; [www.verizon.com](http://www.verizon.com)
  - Spectrum Cable (Broadband Internet and Cable TV)  
(888) 892-2253; [www.spectrum.com](http://www.spectrum.com)

G. Delivery/Pick Up Services

1. Plan ahead for deliveries or service and arrange to be present at such times. Entry will not be given to any service personnel without specific and advanced written authorization from the tenant.
2. The following will provide services to you:

Easy Reader	(310) 372-4611
Los Angeles Times	(800) 252-9141
Daily Breeze	(310) 540-4141
South Bay Yellow Cab*	(310) 533-6800
Airport Super Shuttle*	(800) 258-3826

\* Be sure to give a very good description of the location of the apartments as most of the drivers do not know where to pick up. Most tenants will tell the taxi company to meet them at the left of the entrance to the Chart House parking garage and then walk to that point on Yacht Club Way.

H. Vendor Services

1. Tenant must take responsibility for a maid or any vendor in their apartment. Our insurance agent has informed us that any tenant who uses any private maid/cleaning/vendor service is responsible for their employment and to ensure they have the proper insurance coverage.
2. Keys, messages, parking permit/guest permit for a maid/cleaner/vendor may be left in a sealed envelope at the KHM Office for pick-up during normal office hours.

However, KHM or its employees do not take any responsibility or liability in this regard.

- I. Washing or working on cars is not allowed on the leasehold; however, there are various car-washing services available in the immediate area. Please check your local listings.
  - J. No Pets or Smoking
    - 1. Tenant(s) understands no pet shall be kept on the premises, except ADA-qualified service animals that are individually trained to do work or perform tasks for a person with disability. Animals for comfort or emotional support are not qualified as service animals under the ADA. Service animal fraud is a crime under California Penal Code 365.7(a). Discovery of a pet in an apartment will be considered in default of Rental Agreement and will be subject to all the damages and to eviction proceedings.
    - 2. Tenant or Tenant's family or guests shall not smoke within premises (Civil Code 1947.5). This includes smoking cigarettes, cigars, pipes or any other smoking device. This policy is in effect desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; and (iii) the increased risk of fire from smoking. Tenant acknowledges that MAJ's adoption of a no-smoking policy does not make MAJ the guarantor of the Tenant's health or of the smoke-free condition of the premises.
  - K. The AES Inc. power plant is located directly east of the apartment building. The power plant on occasion may discharge steam from its stacks for one (1) to ten (10) minutes. When steam is released, a loud whistling noise may occur. Although annoying, this noise does not represent any problem. If you have questions you may phone them directly or call the City of Redondo Beach.
  - L. King Harbor Marine Center (KHMC) is the primary place for boat tenants within King Harbor to make repairs, paint and perform other general maintenance that may be needed. The KHMC is located east of the apartment building on Harbor Drive. During their normal business hours some dust or paint may be airborne and land on vehicles that are parked in the tenant parking area east of the apartments. If you find that your vehicle has been soiled by their operations, contact them directly at (310) 374-8923. In the past they have taken care of any problems that have occurred. The Marine Center hours of operation are generally Mon-Fri: 7:30AM to 5:00PM; Sat.: 8:00AM to 5:00PM; Sun.: 9:00AM to 4:00PM. The Marine Center hoist or crane may be in use in the evenings or weekends only for boat rescues or to assist the Redondo Beach Harbor Patrol/Fire Department in emergencies.
- V. CHARGES TO SECURITY DEPOSIT UPON VACATING APARTMENT
- A. Upon vacating their apartment under California Civil Code Section 1950.5, the Tenant is responsible for 100% of the cost necessary to return the apartment unit to the same level of cleanliness as at the inception of the tenancy. This includes:

1. Any compensation due MAJ for Tenant's default in the payment of rent or any other outlays resulting from Tenant's default.
  2. The repair of damage to the premises, exclusive of ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant.
  3. To remedy defaults by Tenant in any obligation under the Rental Agreement to restore, replace, or return personal property or fixtures, exclusive of ordinary wear and tear.
- B. The administrative, cleaning, and repair costs\* upon vacating of the apartment by tenant will be itemized and deducted first from the Security Deposit. Charges against the Security Deposit are limited to and will include:
1. The direct administrative and MAJ labor cost (computed at 2 times the employee's direct hourly pay). For example, an employee paid \$20.00/hour is billed at \$40.00/hour to cover their benefits, direct supervision, and overhead support costs.
  2. The direct cost of material and contract labor to clean the apartment by a professional cleaning service which will include shampoo or steam cleaning carpet as needed, cleaning blinds, washing windows, waxing floors, cleaning walls and doors, cleaning all fixtures, and thoroughly cleaning kitchens and bathrooms plus 20% to cover the MAJ general management, administrative, and overhead costs.
  3. The direct cost of material and contract labor to repair any damage or correct any alterations by the tenant to owner's personal property or perform any painting plus 20% to cover the MAJ general management, administrative, and overhead costs.
  4. Unpaid rental amounts due including rent due through the minimum one (1) month termination period.
  5. The direct cost of any replacement of items listed under Section II.D.1. is based on the noted depreciation schedule. If for example, a new carpet was installed upon the initial occupancy of a tenant, the tenant stays three (3) years and causes so much damage to the carpet that it must be replaced at a cost of \$900, then \$360 ( $2/5^{**} \times \$900$ ) would be charged to the tenant upon their vacating the apartment.
- \* Form 95.171TF is used to detail the costs.
- \*\* Since there should be two (2) more years of use to the carpet [based on a five (5) year economic life], the Tenant is charged two (2) years (or 2/5 of the replacement cost).
- C. The claim of a Tenant for a Security Deposit refund is prior to the claim of any creditor of MAJ.
- D. Tenant's Right to Request an Initial Inspection

1. Tenant may request an initial inspection of the apartment to be conducted by MAJ after tenant has provided a minimum one (1) month written notice to vacate. This inspection will be performed by MAJ after giving the tenant at least forty-eight (48) hours written notice of the date and time of MAJ's proposed entry, unless such notice has been waived. The initial inspection will be completed prior to the tenant vacating their apartment [but not earlier than the last two (2) weeks of the Tenant's occupancy].\* This inspection may be conducted, with or without tenant's presence, for purposes of preparing an itemized statement of:
  - a. Needed cleaning
  - b. Damage repair, and/or
  - c. Personal property or fixtures restoration, replacement or return.
2. After the inspection has been completed, Tenant will receive a copy of 95.171TF, "Detail Summary for Labor and/or Material Billed to Others". The Tenant will have the opportunity to cure any deficiencies noted in the Inspection Statement.
3. Renter shall have the option to remedy any damage or uncleanliness in the apartment unit and to restore, replace or return any personal property or appurtenances therein, itemized by MAJ in the Check-in/out List (91.51KF), up to the date of termination and, if Tenant chooses so to do, Tenant shall have the obligation to hire licensed and insured professionals approved in writing by MAJ in advance of any work done in the apartment unit, to remedy damage or uncleanliness or to restore, replace, or return any personal property or appurtenances in the apartment unit.

\* If the Tenant does not request an inspection, MAJ's duties regarding the inspection are discharged.

E. Release of the entire amount of Security Deposit\* that has been posted is subject to the following provisions:

1. The full sublease term as set forth in the Rental Agreement (91.13YF) must have expired or been terminated without default by the Tenant;
2. A written notice of intent to vacate must be given at least one (1) month prior to said vacating;
3. Damage to the property in excess of normal wear and tear shall be subtracted from the Security Deposit;\*\*
4. No unpaid late charges, delinquent rents, or other amounts are owed MAJ;
5. Entire apartment, including range, refrigerator, bathroom, closets and cupboards must be clean and refrigerator defrosted on vacation;
6. All debris, rubbish, and discards are placed in proper rubbish containers;
7. All keys, key cards, parking permits are returned;

8. A forwarding address is left with the KHM Office;
9. The refund check will be addressed jointly to all persons whose names appear on the sublease.
  - \* The Security Deposit will be returned in the form of a check and mailed to the forwarding address no later than fourteen (14) calendar days after move-out.
  - \*\* The costs of labor and materials for cleaning, repairs and replacements beyond normal wear and tear, based on the Check-out Inspection Report (91.511YF) at time of vacating the apartment, will be deducted from the above-mentioned Security Deposit. This Security Deposit may not be applied to rent due, and the full monthly rent will be paid on or by the first day of each month, including the last month of occupancy. Failure to pay in full on this date can result in late fees being assessed to the Tenant.

VI. SEE 91.75PF (KING HARBOR MARINA TENANT, GUEST AND EMPLOYEE PARKING INFORMATION) FOR PARKING POLICIES AND LOCATIONS MAP.