



## ADMINISTRATIVE APPEALS BOARD STAFF REPORT

DATE: September 23, 2020

SUBJECT: APPEAL OF THE ADMINISTRATIVE DECISION THAT MALIK JABEIR AND CITLALLI JABEIR ARE PERMANENTLY INELIGIBLE TO OPERATE A VACATION RENTAL IN THE CITY OF PALM SPRINGS AND THE ADMINISTRATIVE FINE OF \$5,000 FOR OPERATING AN UNREGISTERED VACATION RENTAL PROPERTY LOCATED AT 2809 N LOS FELICES, UNIT 106, PALM SPRINGS, CALIFORNIA

BY: DEPARTMENT OF SPECIAL PROGRAM COMPLIANCE

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### SUMMARY

Malik Jabeir and Citlalli Jabier have requested an appeal of (1) the permanent ineligibility to operate a Vacation Rental in the City of Palm Springs and administrative fine of \$5,000.00 for operating an unregistered Vacation Rental property located at 2809 N. Felices, Unit 106, Palm Springs, CA 92262.

### RECOMMENDATION:

- 1) Open the Appeal Hearing and accept public testimony.
- 2) Adopt Resolution No. \_\_\_\_\_, A RESOLUTION OF THE ADMINISTRATIVE APPEALS BOARD OF THE CITY OF PALM SPRINGS, CALIFORNIA, ON THE APPEAL OF MALIK JABEIR and CITLALLI JABIER REGARDING THE PROPERTY LOCATED AT 2809 N. LOS FELICES, UNIT 106, PALM SPRINGS, CALIFORNIA.

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STAFF ANALYSIS:

The owners for the property located at 2809 N. Los Felices, Unit 106, Palm Springs, did not hold a Vacation Rental Registration Certificate by the City of Palm Springs as of the date of the Administrative Citation issuance on April 14, 2020.

Staff has determined that the owners have, without a Registration Certificate, advertised and operated the property at 2809 N. Los Felices, Unit 106, Palm Springs, as a Vacation Rental from elements as follows in violation of Palm Springs Municipal Code 5.25.040 (a):

1. Advertisement for short-term rental for the property 2809 N. Los Felices, Unit 106 was found on [airbnb.com/rooms/42025380](https://www.airbnb.com/rooms/42025380); (page 16)
2. Advertisement on [airbnb.com/rooms/42025380](https://www.airbnb.com/rooms/42025380) titled as "*Palm Springs Desert Oasis*"; (page 16)
3. Advertisement on [airbnb.com/rooms/42025380](https://www.airbnb.com/rooms/42025380) lists entire home; (page 16)
4. A Code Compliance Officer submitted an online booking inquiry to stay during the dates June 4 through June 15, 2020 (11 nights); (page 26)
5. An email was received by the Code Compliance Officer to "*Finish Booking*" for the dates June 4 through 15, 2020 (11 nights); (page 32)
6. The host for the property received 2 reviews on (page 35)

Staff concludes that the advertisement and inquiry affirmation from the advertisement on [airbnb.com/rooms/42025380](https://www.airbnb.com/rooms/42025380) for the requested dates June 4 through 15, 2020 (11 nights) for stay at property 2809 Los Felices, Unit 106, Palm Springs, is in violation of §5.25.040(a) and proceeded to issue Administrative Citation AB0276 to Malik Jabeir and Citlalli Jabeir, the individuals on title, for Operating a Vacation Rental without a Vacation Rental Registration Certificate. The Administrative Citation was mailed by the Department of Special Program Compliance staff to the mailing address on title.

The Homeowners Association for the property 2809 Los Felices, Unit 106, Palm Springs, is Desert Management and the association does not allow Vacation Rental or Homeshare use for transient/guest stays 28-days or less.

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The following Palm Springs Municipal Codes sections and Regulations are applicable to this matter.

The Palm Springs Municipal Code §5.25.030 Definitions, reads as follows:

*"Vacation Rental" means a single-family dwelling, or any portion thereof, utilized for occupancy for dwelling, lodging, or sleeping purposes without the Owner being present for a period of twenty-eight (28) consecutive days or less,..."*

Palm Springs Municipal Code §5.25.040(a) reads as follows:

*The operation of a Vacation Rental or a Homeshare Interest without a Vacation Rental Registration Certificate is prohibited.*

Palm Springs Municipal Code §5.25.090(c) reads as follows in regards to the administrative fines:

*(c) Any person who operates a Vacation Rental without a Vacation Registration Certificate, shall be liable to the City for the payment of transient occupancy tax pursuant to the provisions of the Palm Springs Municipal*

*Code Chapter 3.24, including without limitation penalties and interest, payment of an administrative fine in the amount of Five Thousand Dollars*

*(\$5,000.00), and permanent ineligibility to operate a Vacation Rental in the City..."*

Administrative Regulation "Operation of a Vacation Rental" dated 07/2017 defining "Operation" of a Vacation Rental to include the following:

- 1. "Advertisement" of the property means on any web based advertising, hosting platform, print media, bulletin, signage, radio, and television or on any other medium for the purposes of promoting interest in, testing the market for, or soliciting the occupancy of a property for a period of twenty-eight (28) consecutive days or less.*
- 2. An owner, agent or other representative of the owner has an interest in rental, exchange, trade, gift, or grant of a guest stay at a property of less than twenty-eight (28) consecutive days or less.*
- 3. An owner, agent or any other representative of the owner interacts with another party whether directly or indirectly through personal or digital/electronic contact with the intent to provide availability of the property for occupancy of 28 days or less, or to complete a rental and/or reservation of the property for future occupancy of 28 days or less."*

Administrative Regulation “Authority for the Issuance of Administrative Citations” dated 08/2014 reads as follows:

*“Vacation Rental Enforcement Officials are hereby authorized to issue, an Administrative Citation for the violation of the provision of Chapter 5.25 of the Palm Springs Municipal Code without first complying with the pre-citation or courtesy notice requirements contained in PSMC Section 1.06.030.”*



Patrick Clifford  
Executive Program Administrator

Attachments:	Page
Resolution no. _____ Decision of the Administrative Appeals Board	1
Notice of Appeal Hearing	4
Administrative Citation Appeal Letter	5
Administrative Citation AB0276 & Citation Letter	12
Copy of the AirBandB.com Advertisement	16
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Copy of host review	35
Copy of the title report	38

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE ADMINISTRATIVE APPEALS BOARD OF THE CITY OF PALM SPRINGS, CALIFORNIA, ON THE APPEAL OF MALIK JABEIR AND CITLALLI JABEIR REGARDING THE PROPERTY LOCATED AT 2809 N LOS FELICES, UNIT 106, PALM SPRINGS, CALIFORNIA

Jurisdiction: This administrative hearing is conducted in accordance with Palm Springs Municipal Code 2.50 which confers jurisdiction upon the Administrative Appeals Board.

WHEREAS, Malik Jabeir and Citlalli Jabeir did not obtain a Short-Term Vacation Rental Registration Certificate for the property located at 2809 N. Los Felices, Unit 106, Palm Springs, pursuant to Palm Springs Municipal Code Chapter 5.25; and

WHEREAS, any person who operates a Vacation Rental without a Vacation Rental Registration Certificate, shall be liable to the City an administrative fine in the amount of Five Thousand Dollars (\$5,000.00), and permanent ineligibility to operate a Vacation Rental in the City, Palm Springs Municipal Code 5.25.090 (c); and

WHEREAS, "Operation" of a Vacation Rental as used in Palm Springs Municipal Code Section 5.25 includes "Advertisement" of the property on any web based advertising, hosting platform, print media, bulletin, signage, radio and television or any other medium for the purposes of promoting interest in, testing the market for, or soliciting the occupancy of a property for a period of twenty-eight (28) consecutive days or less; and

WHEREAS, Administrative Citation No. AB0276 Operating a Vacation Rental without a Vacation Rental Registration Certificate, was issued on April 14, 2020, to Malik Jabeir and Citlalli Jabeir for the property located at 2809 N. Los Felices, Unit 106, Palm Springs; and

WHEREAS, Malik Jabeir and Citlalli Jabeir for the property located at 2809 N. Los Felices, Unit 106, Palm Springs, filed an administrative appeal of the Administrative Citation No. AB0276 Operating a Vacation Rental without a Vacation Rental Registration Certificate in the amount of \$5,000.00 for the property located at 2809 N. Los Felices, Unit 106, Palm Springs, with the City Clerk and paid the appeal fee; and

WHEREAS, the Administrative Appeals Board opened and conducted a duly noticed Administrative Appeal Hearing on September 23, 2020; and

WHEREAS, the Administrative Appeals Board was presented prima facie evidence that Malik Jabeir and Citlalli Jabeir violated Section 5.25.040 (a) of the Palm Springs Municipal Code by placing an advertisement for the property located at 2809 N. Los Felices, Unit 106, Palm Springs on airbnb.com; and

WHEREAS, the Administrative Appeals was presented prima face evidence Malik Jabeir and Citlalli Jabeir violated Section 5.25.040 (a) of the Palm Springs Municipal Code by responding to an inquiry to book the property located at 2809 N. Los Felices, Unit 106, Palm Springs, for a period less than twenty-eight (28) days (June 4 – June 15, 2020 eleven (11) nights); and

WHEREAS, the Administrative Appeals Board has carefully reviewed and considered all the evidence presented in connection with said appeal on September 23, 2020; and

THE ADMINISTRATIVE APPEALS BOARD HEREBY FINDS, after due consideration given to the relevancy, weight and credibility of testimony and evidence, and based upon a preponderance of the evidence in accordance with the Board's procedures, as follows:

SECTION 1.

- The Appellant is in violation of Palm Springs Municipal Code 5.25.040(a). The Administrative Appeals Board upholds the administrative decision that Malik Jabeir and Citlalli Jabeir is permanently ineligible to operate a Vacation Rental in the City of Palm Springs, including the property located at 2809 N. Los Felices, Unit 106, Palm Springs and the fine of \$5,000.
  
- The Appellant is not in violation of Palm Springs Municipal Code 5.25.040(a). The Administrative Appeals Board overturns the administrative decision that Malik Jabeir and Citlalli Jabeir is permanently ineligible to operate a Vacation Rental in the City of Palm Springs, including the property located at 2809 N. Los Felices, Unit 109, Palm Springs and the fine of \$5,000.

SECTION 2. The Administrative Appeals Board directs the City Clerk to deliver a copy of this Resolution to each party and to file a disposition report with the Palm Springs City Council.

PASSED, APPROVED, AND ADOPTED BY THE PALM SPRINGS ADMINISTRATIVE APPEALS BOARD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

\_\_\_\_\_  
Michael Paonessa  
Chair

ATTEST:

\_\_\_\_\_  
ANTHONY J. MEJIA, MMC  
City Clerk

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF PALM SPRINGS )

I, ANTHONY J. MEJIA, City Clerk of the City of Palm Springs, do hereby certify that Resolution No. 0155 is a full, true and correct copy, and was duly adopted at a meeting of the Administrative Appeals Board of the City of Palm Springs on the \_\_\_\_\_ day of \_\_\_\_\_, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- RECUSE:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Springs, California, this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
ANTHONY J. MEJIA, MMC  
City Clerk

**NOTICE OF ADMINISTRATIVE HEARING  
CITY OF PALM SPRINGS, CALIFORNIA**



**BEFORE THE  
ADMINISTRATIVE APPEALS BOARD**

TO: Malik and Citlalli Jabeir

DATE: August 25, 2020

NOTICE IS HEREBY GIVEN, pursuant to Palm Springs Municipal Code §2.50.080(d), of the Appeal Hearing before the Administrative Appeals Board, on the decision of the Department of Vacation Rental Compliance, *Violation of the Palm Springs Municipal Code 5.25*, with respect to vacation rental operations located at 2809 N. Los Felices, Unit 106, Palm Springs, CA.

Hearing Date: Wednesday, September 23, 2020  
Hearing Time: 5:30 p.m.  
Location: Zoom Meeting / Teleconference

**PLEASE NOTE:** The Administrative Appeals Board requests that if you have supplemental documentation/evidence, that you provide such documentation 24-hours in advance of the hearing. You may submit your documentation in person or via email at [CityClerk@palmspringsca.gov](mailto:CityClerk@palmspringsca.gov). Documentation submitted at the meeting will be accepted; however, if the Board does not think it has adequate time to review your documentation, your appeal hearing may be continued to a future meeting.

**AFFIDAVIT OF MAILING**

State of California )  
County of Riverside ) ss.  
City of Palm Springs )

I, ANTHONY J. MEJIA, City Clerk, of the City of Palm Springs, California, do hereby certify that the 30-day Notice of Hearing before the Administrative Appeals Board was emailed and mailed to the parties at the address above, on Tuesday, August 25, 2020, postage prepaid, and depositing same in the U.S. Mail at Palm Springs, California.

I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Anthony J. Mejia, MMC  
City Clerk





# Administrative Citation Appeals

## Administrative Citation Program

The City of Palm Springs provides for the issuance of Administrative Citations as an effective and efficient response to possible code enforcement violations; while promoting a positive image of the City. Prior to issuing an Administrative Citation a party is issued a pre-citation courtesy notice, which allows a responsible party to voluntarily correct any violation without penalty.

If the responsible party does not take action on a pre-citation courtesy notice, the City will issue an Administrative Citation which requires corrective action and imposes monetary fines. Pre-Citation courtesy notices cannot be appealed. However, the program allows a responsible party to appeal the issuance of an Administrative Citation.

## When to File your Appeal

A Responsible Party receiving an administrative citation may appeal such citation within ten (10) calendar days from the date the citation is deemed served.

## Filing your Appeal

For your convenience a standard appeal form is available at the City Clerk's Department or on-line at [www.ci.palm-springs.ca.us/city\\_clerk](http://www.ci.palm-springs.ca.us/city_clerk). All Appeals will be processed in compliance with the Palm Springs Municipal Code. Palm Springs Municipal Code Section 1.06.040 requires the CITATION PENALTY AMOUNT indicated on the front of the Administrative Citation be submitted at the time you file your appeal.

Mail your Appeal and the Citation Penalty Amount to:

**City of Palm Springs Administrative Citation Program  
P.O. Box 7275  
Newport Beach, CA 92658-7275**

## The Next Step

A Hearing Officer will be assigned to hear your appeal. Depending on the type of the appeal a Hearing Officer may be an individual or appointed board such as the City's Administrative Appeals Board.

You will be mailed written notice to the address indicated on your appeal; of the time and place for your appeal hearing. We must mail the notice at least ten (10) calendar days prior to the date of the hearing.

Failure to appear at your hearing shall constitute a forfeiture of the fine and a failure to exhaust the responsible party/appellant's administrative remedies.

At the appeal hearing you will be required to take an oath, and you may present testimony or evidence either written or verbal concerning the violation and the means and time-frame for correction.

## After the Appeal Hearing

The Hearing Officer shall make findings based on the record of the hearing a make a written decision based on the findings. The decision of the Hearing Officer will be mailed to the appellant within ten (10) calendar days after the hearing. The decision of the Hearing Officer is final and conclusive, subject to review by the Superior Court in accordance with State law.

\* If the Hearing Officer dismisses the administrative citation the penalty and the appeal fee will be returned to the appellant. If the Hearing Officer upholds the administrative citation the penalty and the appeal fee are retained by the City and the property owner or individual receiving the citation must correct the violation or face criminal prosecution and/or the imposition of additional administrative penalties.

# AB0276

The screenshot shows the Airbnb calendar interface for a listing titled "Palm Springs Desert Oasis". The calendar is for April 2020, with the current date (April 24) highlighted. A modal window is open on the right side, titled "Availability settings - Pricing settings". The modal has a close button (X) and a "Preview listing" button. It shows "Selected dates" as "Fri, Apr 24" to "Fri, Apr 24". Under the "Availability" section, the "Blocked" option is selected with a radio button, while "Available" is unselected. There is also a "Custom minimum stay" section with the text "Travelers can book stays of 5 nights or longer." and an "Add" button. At the bottom of the modal are "Save" and "Cancel" buttons. The top navigation bar includes "Home", "Inbox", "Reservations", "Calendar", "Listings", "Progress", and "Help". A "Create new listing" button is visible in the top right corner.

Reviews Earnings Views Opportunities

Select month

April 2020 (Current) ▾

## \$0.00

Booked earnings for April 2020

\$0.00

\$0.00

■ Paid out

■ Expected

The screenshot shows an email from Airbnb Community Support. The header includes the Airbnb logo and "Airbnb Community Support". The email is dated "Walter K, Apr 24, 15:47 PDT:". The body of the email says: "Hi Malik, This is Walter with Airbnb Community Support. This message is to confirm that you had no confirmed reservations, and that your calendar was blocked for all of April 2020." The email is signed "Walter" and includes the link "www.airbnb.com/help".

# ADMINISTRATIVE CITATION- \$5,000.00



City of Palm Springs

Department of Special Program Compliance

425 N Civic Drive, PO BOX 2743, Palm Springs, CA 92263

Facsimile: 760-322-8317

Website: [www.psvacationrentalcompliance.com](http://www.psvacationrentalcompliance.com)

Date of Issuance: April 14, 2020

Property Address: 2809 N Los Felices Unit 106

Malik Jabeir; Citlalli Jabeir



**Subject: Violation of the Palm Springs Municipal Code 5.25.040(a), 5.25.090(c)  
Operating a Vacation Rental without a Vacation Rental Registration Certificate**

You are hereby notified that a violation of Palm Springs Municipal Code Section 5.25.040(a) has been determined to exist with respect to your ownership and use of the property referenced above. Accordingly, you are receiving this Administrative Citation # AB-0278. Pursuant to Section 5.25.090(c), you are ordered to pay an administrative fine in the amount of five thousand dollars (\$5,000.00). Further, you must cease operating and advertising as a Vacation Rental immediately, and you are permanently ineligible to operate a Vacation Rental in the City.

Also, pursuant to Section 5.25.090(c), each future violation arising from your continued operation as an unpermitted Vacation Rental will result in an administrative fine in the amount of not less than ten thousand dollars (\$10,000.00), and may result in the City of Palm Springs' pursuit of civil and/or criminal remedies against you.

Additional information concerning this violation is reflected below.

**As the owner of the property at issue or as the individual or entity responsible for the violation, you are individually responsible for correcting the violation.**

### **YOU HAVE THE RIGHT TO APPEAL THIS CITATION**

Payment of this administrative fine must be made within fifteen (15) days from the mailing date of this letter. Should you file an appeal, the appeal and hearing provisions of Palm Springs Municipal Code, Chapter 2.50 will apply. If you choose to appeal this citation, payment of the administrative fine is suspended pending a final decision by the Administrative Appeals Board. However, you must pay the current non-refundable appeal fee of \$802.00 and submit the request for appeal form no later than fifteen (15) days from the mailing date of this letter. Please see the City website at [www.psvacationrentalcompliance.com](http://www.psvacationrentalcompliance.com) for the appeal form and further instructions. Note: Your administrative fine must be paid to the City's Citation Processing Center in Newport Beach; and your appeal form and appeal fee must be sent to the Palm Springs, Attention: Office of the City Clerk.

Since you were operating a Vacation Rental without a Registration Certificate, please be advised that you are responsible for payment of back registration certificate fees and penalties (Resolution No. 23517) and back Transient Occupancy Tax (TOT), penalties and interest (PSMG 3.24).

Should you have any questions regarding this letter, please contact Patrick Clifford in the Office of Special Program Compliance; at (760) 322-8372, Monday through Thursday 8am-6pm.

Thank you for your prompt attention to this matter.

Sincerely,

Patrick Clifford

City of Palm Springs  
City Manager

Executive Program Administrator, Department of Special Program Compliance

**Description of the violations in this matter:**

Palm Springs Municipal Code Section 5.25.040(a) prohibits the operation of a Vacation Rental or a Homeshare in the City of Palm Springs without a Vacation Rental Registration Certificate.

Section 5.25.090 (c) provides the fines and penalties for operation of a Vacation Rental in the City of Palm Springs without a Vacation Rental Registration Certificate.

We are aware that the address above was advertised on [airbnb.com/42025380](https://www.airbnb.com/42025380) on the date of April 13, 2020. We have a copy of the advertisement(s) for our records. The City of Palm Springs has not issued a valid Vacation Rental Registration Certificate for this property.

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AB0276



CITY OF PALM SPRINGS  
Vacation Rental Enforcement  
Administrative Citation

DATE DAY OF WEEK TIME AM/PM  
04/13/2020 Monday 10:32 AM PM

LOCATION OF VIOLATION  
2809 N Los Felices Unit 106

Agent  
 Property Owner  
 Other

NAME (First, Middle, Last): DL or ID  
Malik Jabeir; Citlalli Jabeir

ADDRESS CITY STATE ZIP

You are being issued an Administrative Citation for the following Code provision(s).

Count	PSMC	Description
1	5.23.040 (a)	OPERATING A VACATION RENTAL W/OUT A VACATION RENTAL REGISTRATION CERTIFICATE
2	5.23.050 (c)	VIOLATIONS

**COMPLIANCE ORDER**

You are ordered to correct or otherwise remedy this/these violation(s) by: **15 CALENDAR DAYS FROM ISSUING DATE OF CITATION**

You are further ordered to pay an Administrative Fine as prescribed in the schedule below for each count listed above. Payment must be paid in full by the compliance date to avoid additional penalties. The total CITATION PENALTY due is **\$5,000.00**.

**ADMINISTRATIVE FINE SCHEDULE**

First violation - Operating without a Vacation Registration Certificate: \$5000.00 and permanent ineligibility to operate

Second violation - Operating without a Vacation Registration Certificate: \$10,000.00

First violation - Advertising without posting TOT/City ID number, operating without a contract, failure to provide contract summary, failure to pay TOT timely: \$2500.00 and 6 month suspension

Second violation - Advertising without posting TOT/City number, operating without a contract, failure to provide contract summary, failure to pay TOT timely: \$5,000.00 and revocation

Other Description:

David Williams - DSPC  
Name and Dept. of Issuing Enforcement Officer  
*David Williams*  
Signature

04/14/20  
Date of Issuance

Type of Service  
 Personal  
 Mail

COPY TO PROPERTY OWNER/AGENT; PROCESSING; FILE

MALIK JABEIR  
CITLALI JABEIR

1947

35-1054/1130  
23317

04/24/20

Date

CHECK AMOUNT

**PAY to the**

Order of Palm Springs office of the City Clerk | \$ 802.00

Eight hundred, two/000

Dollars

Photo  
Safe  
Deposit  
Details on back

**BBVA Compass**

Compass Bank  
San Antonio, TX

For Appeal fee cit# AB 0276

Printed Name

COLONIAL CLASSIC

# ADMINISTRATIVE CITATION- \$5,000.00



**City of Palm Springs**  
**Department of Special Program Compliance**  
425 N Civic Drive, PO BOX 2743, Palm Springs, CA 92263  
Facsimile: 760-322-8317

Website: [www.psvacationrentalcompliance.com](http://www.psvacationrentalcompliance.com)

Date of Issuance: April 14, 2020

Property Address: 2809 N Los Felices Unit 106

**Malik Jabeir; Citlalli Jabeir**

**Subject: Violation of the Palm Springs Municipal Code 5.25.040(a), 5.25.090(c)  
Operating a Vacation Rental without a Vacation Rental Registration Certificate**

You are hereby notified that a violation of Palm Springs Municipal Code Section 5.25.040(a) has been determined to exist with respect to your ownership and use of the property referenced above. Accordingly, you are receiving this Administrative Citation # AB-0276. Pursuant to Section 5.25.090(c), you are ordered to pay an **administrative fine** in the amount of **five thousand dollars (\$5,000.00)**. Further, you must cease operating and advertising as a **Vacation Rental immediately, and you are permanently ineligible to operate a Vacation Rental in the City.**

Also, pursuant to Section 5.25.090(c), each future violation arising from your continued operation as an unpermitted Vacation Rental will result in an administrative fine in the amount of not less than ten thousand dollars (**\$10,000.00**), and may result in the City of Palm Springs' pursuit of civil and/or criminal remedies against you.

Additional information concerning this violation is reflected below.

**As the owner of the property at issue or as the individual or entity responsible for the violation, you are individually responsible for correcting the violation.**

## **YOU HAVE THE RIGHT TO APPEAL THIS CITATION**

Payment of this administrative fine must be made within fifteen (15) days from the mailing date of this letter. Should you file an appeal, the appeal and hearing provisions of Palm Springs Municipal Code, Chapter 2.50 will apply. If you choose to appeal this citation, payment of the administrative fine is suspended pending a final decision by the Administrative Appeals Board. However, you must pay the current non-refundable appeal fee of \$802.00 and submit the request for appeal form no later than fifteen (15) days from the mailing date of this letter. Please see the City website at [www.psvacationrentalcompliance.com](http://www.psvacationrentalcompliance.com) for the appeal form and further instructions. Note: Your administrative fine must be paid to the City's Citation Processing Center in Newport Beach; and your appeal form and appeal fee must be sent to the Palm Springs, Attention: Office of the City Clerk.

Since you were operating a Vacation Rental without a Registration Certificate, please be advised that you are responsible for payment of back registration certificate fees and penalties (Resolution No. 23517) and back Transient Occupancy Tax (TOT), penalties and interest (PSMC 3.24).

Should you have any questions regarding this letter, please contact Patrick Clifford in the Office of Special Program Compliance; at (760) 322-8372, Monday through Thursday 8am-6pm.

Thank you for your prompt attention to this matter.

Sincerely,

Patrick Clifford

Digitally signed by Patrick Clifford  
DN: cn=Patrick Clifford, o=City of Palm Springs, ou=Department of  
Special Program Compliance, email=patrick.clifford@palm Springs.gov, c=US  
Date: 2020.04.14 13:29:42 -0700

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Patrick Clifford  
Executive Program Administrator, Department of Special Program Compliance

**Description of the violations in this matter:**

Palm Springs Municipal Code Section 5.25.040(a) prohibits the operation of a Vacation Rental or a Homeshare in the City of Palm Springs without a Vacation Rental Registration Certificate.

Section 5.25.090 (c) provides the fines and penalties for operation of a Vacation Rental in the City of Palm Springs without a Vacation Rental Registration Certificate.

We are aware that the address above was advertised on [airbnb.com/42025380](https://www.airbnb.com/42025380) on the date of April 13, 2020. We have a copy of the advertisement(s) for our records. The City of Palm Springs has not issued a valid Vacation Rental Registration Certificate for this property.

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AB0276



CITY OF PALM SPRINGS  
Vacation Rental Enforcement  
Administrative Citation

DATE	DAY OF WEEK	TIME	AM PM
04/13/2020	Monday	10:32 AM	PM

LOCATION OF VIOLATION  
**2809 N Los Felices Unit 106**

- Agent
- Property Owner
- Other

NAME (First, Middle, Last): DL or ID  
Malik Jabeir; Citlalli Jabeir

ADDRESS	CITY	STATE	ZIP

You are being issued an Administrative Citation for the following Code provision(s).

Count	PSMC	Description
1.	5.25.040 (a)	OPERATING A VACATION RENTAL W/OUT A VACATION RENTAL REGISTRATION CERTIFICATE
2.	5.25.090 (c)	VIOLATIONS

**COMPLIANCE ORDER**

You are ordered to correct or otherwise remedy this/these violations by: **15 CALENDAR DAYS FROM MAILING DATE OF CITATION.**

You are further ordered to pay an Administrative Fine as prescribed in the schedule below for each count listed above. Payment must be paid in full by the compliance date to avoid additional penalties. The total CITATION PENALTY due is **\$5,000.00.**

**ADMINISTRATIVE FINE SCHEDULE**

- First violation – Operating without a Vacation Registration Certificate: \$5000.00 and permanent ineligibility to operate
- Second violation – Operating without a Vacation Registration Certificate: \$10,000.00
- First violation – Advertising without posting TOT/City ID number; operating without a contract; failure to provide contract summary; failure to pay TOT timely: \$2500.00 and 6 month suspension
- Second violation – Advertising without posting TOT/City number; operating without a contract; failure to provide contract summary; failure to pay TOT timely: \$5,000.00 and revocation

Other/Description: \_\_\_\_\_

**David Williams – DSPC**  
Name and Dept. of Issuing-Enforcement Officer  
  
Signature

**04/14/20**  
Date of Issuance  
Type of Service  
 Personal  
 Mail

COPY TO PROPERTY OWNER/AGENT; PROCESSING; FILE

**CITY OF PALM SPRINGS  
DEPARTMENT OF SPECIAL PROGRAM COMPLIANCE  
ADMINISTRATIVE CITATION  
IMPORTANT INFORMATION - PLEASE READ  
COMPLETELY AND CAREFULLY**

You have been issued an Administrative Citation for violation(s) as indicated on the reverse. **ADDITIONAL VIOLATIONS MAY RESULT IN THE CRIMINAL PROSECUTION AND/OR ADDITIONAL ADMINISTRATIVE FINES.**

**HOW TO PAY THE FINE**

The amount of fine is indicated on the front of the Administrative Citation. The fine must be paid within fifteen (15) calendar days from the date the citation is mailed. Payment can be made by credit/debit card on-line at [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com) or by calling 1-800-969-6158. Payments are also accepted in the form of a cashier's check, personal check, or money order payable to the City of Palm Springs. Payment of the fine does not excuse or discharge any responsibility and legal consequences for continuation or reported occurrences of the violation(s). Write the citation number on the check/money order, and mail it to the address below. **(DO NOT send your payment to the City of Palm Springs Offices.)**

City of Palm Springs Administrative Citation Program  
P.O. Box 7275  
Newport Beach, CA 92658-7275

**HOW TO APPEAL THIS CITATION**

A responsible party receiving an administrative citation may appeal such citation within fifteen (15) calendar days from the date the citation is mailed. The provisions of Palm Springs Municipal Code Chapter 2.50 will apply to appeals. An appeal must be filed in writing by using the applicable request for appeal form available from the City's website at [www.palmspringsca.gov](http://www.palmspringsca.gov) OR [www.psvacationrentalcompliance.com](http://www.psvacationrentalcompliance.com). If you choose to appeal this citation, payment of the administrative fine is suspended pending a final decision by the Administrative Appeals Board. However, you must pay the current appeal fee and submit the request for appeal form to the Palm Springs Office of the City Clerk no later than fifteen (15) calendar days from the date the citation is mailed. **PAYMENT OF THE ADMINISTRATIVE FINE MUST BE SENT TO THE CITY'S CITATION PROCESSING CENTER IN NEWPORT BEACH SPECIFIED ABOVE. THE APPEAL FEE AND REQUEST FOR APPEAL FORM MUST BE SENT TO THE PALM SPRINGS OFFICE OF THE CITY CLERK.** For questions, please see the City website listed above or contact the City of Palm Springs Vacation Rental Compliance Department.

**FAILURE TO ANSWER OR PAY PENALTY FOR VIOLATION(S)**

Failure to pay the penalty or contest the citation within fifteen (15) calendar days may result in additional administrative fines and the recordation of a special lien against your property. In addition, notification may be made to the State of California Franchise Tax Board.

Palm Springs Municipal Code provides for the issuance of administrative citations for Municipal Code Violations. Fines are cumulative and citations may be issued each day the violation exists. Each and every day a violation is unaddressed constitutes a separate and distinct offense and shall be subject to citation.

Additional Enforcement Officer Notes:

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# Palm Springs Desert Oasis

Chino Canyon, Palm Springs, California



Malik

2809 N Los Felices  
Unit 106

2 guests 1 bedroom 2 beds 1 bath

## Entire home

You'll have the condominium to yourself.

Booking Inquiry  
Sent 04/13/20 @  
10:12 AM

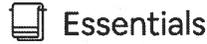
Resort lifestyle with views of the San Jacinto mountains. This one bed, one bath condo is in a gated community with 24hr security. It is the perfect place for weekend or vacation getaways with short-term, long-term and seasonal rental options. Just minutes from lively downtown Palm Springs activities, tramway, world class dining, nightlife, shopping, entertainment, golf, hiking, recreation and more! This ground level condo is steps away from one of the many pools, spas, and tennis courts.

## Contact host

## Amenities

❄️ Air conditioning

🌀 Dryer



Show all 36 amenities

### Sleeping arrangements



**Bedroom 1**  
1 queen bed



**Common spaces**  
1 sofa bed

### Availability

This host offers 10% off if you stay a week and a 22% monthly discount.

← June 2020							July 2020 →						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

Clear dates

### Reviews

2 Reviews

Jennifer



March 2020

Great stay! Comfortable modern condo, steps to the pool, quiet, and across from the tram. Highly recommend!



**Response from Malik:**

Hello Jennifer, Thank you so much for the kind review and bringing those additional details to our attention. We are always striving to provide everyone with an enjoyable experience. We are glad you enjoyed your stay and look forward to hosting you again! Malik and Citlalli

March 2020



**Carlos**

February 2020

Great location. Very modern and clean.



**Response from Malik:**

Hello Carlos, We are very glad that you enjoyed your stay and hope to see you again in the future. Thank you very much for bringing the comforter to our attention. We will be sure to have that taken care of. If there is anything we can do to better accommodate you next time...Read more

February 2020

## Hosted by Malik

Joined in February 2020

★ 2 Reviews Verified

### Interaction with guests

Available anytime.

Response rate: **100%**

Response time: **within an hour**



Contact host

Always communicate through Airbnb · To protect your payment, never transfer money or communicate outside of the Airbnb website or app. [Learn more](#)

### About this place

When you stay in an Airbnb, you're staying at someone's place.

This is Malik's place.



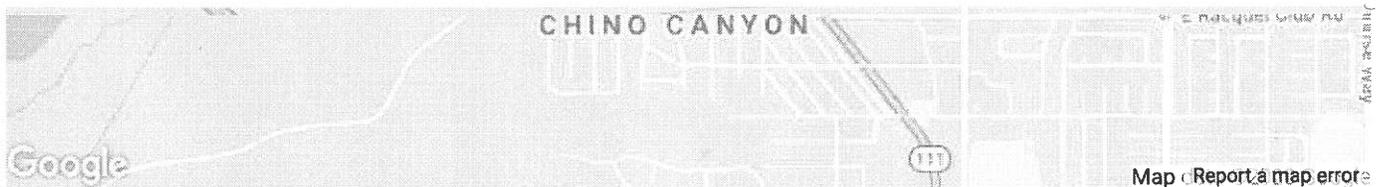
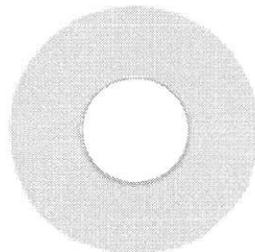
Angie helps host.



## Chino Canyon, Palm Springs, California

Views of the San Jacinto mountains. Catty-corner to the Palm Springs Visitor's Center and Tramway. Only minutes to Palm Springs International Airport, I-10 and HWY 111. Very close to Downtown Palm Springs with lots of hiking options close by.

Public Transit +  
-



Exact location information is provided after a booking is confirmed.

# Things to keep in mind

**Check-in:** After 1:00 PM

**Checkout:** 10:00 AM

## House Rules

 Not suitable for children and infants

 No smoking

 No pets

 No parties or events

## Cancellations

**Free cancellation until May 21**

After that, cancel before 1:00 PM on May 30 and get a full refund, minus the service fee.

## Exp

~~\$115~~ **\$104** / night

More p

- Los An
- San Die
- Santa M
- Santa E
- Las Veg
- Venice
- West H
- Palm Sp
- Marina
- Long B
- Big Bea
- Malibu

Dates

6/4/2020 → 6/15/2020

Guests

2 guests 

\$115 x 11 nights  \$1,270

10% weekly price discount  -\$127

Cleaning fee  \$50

Service fee  \$168

**Total** **\$1,361**

 Eng

## Palm Springs

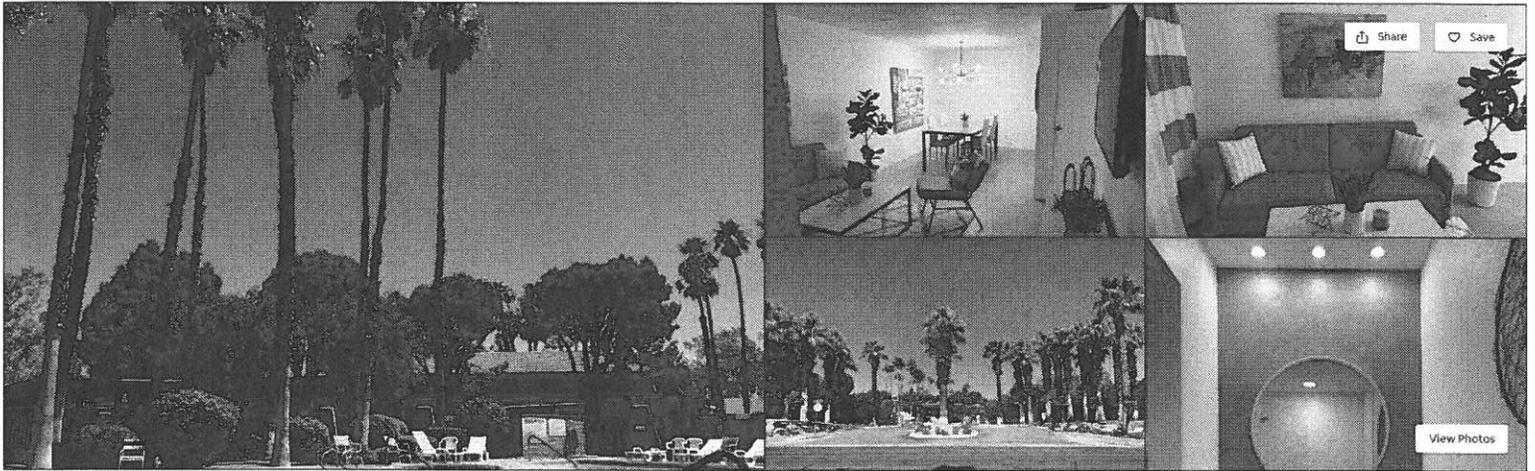
· Bed and breakfasts · Lofts · Villas

© 2020  
Privacy

**Reserve**

You won't be charged yet

 Report this listing



### Palm Springs Desert Oasis

Chino Canyon, Palm Springs, California



2 guests 1 bedroom 2 beds 1 bath

Entire home You'll have the condominium to yourself.

Resort lifestyle with views of the San Jacinto mountains. This one bed, one bath condo is in a gated community with 24hr security. It is the perfect place for weekend or vacation getaways with short-term, long-term and seasonal rental options. Just minutes from lively downtown Palm Springs activities, tramway, world class dining, nightlife, shopping, entertainment, golf, hiking, recreation and more! This ground level condo is steps away from one of the many pools, spas, and tennis courts.

Read more about the space

#### Contact host

#### Amenities

- Air conditioning
- Dryer
- Cable TV
- Essentials

Show all 36 amenities

#### Sleeping arrangements

<p><b>Bedroom 1</b> 1 queen bed</p>	<p><b>Common spaces</b> 1 sofa bed</p>
---	--

#### Availability

This host offers 10% off if you stay a week and a 22% monthly discount.

June 2020							July 2020							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
		1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	
28	29	30					26	27	28	29	30	31		

Clear dates

#### Reviews

##### 2 Reviews

Search reviews

Jennifer  
March 2020

Great stay! Comfortable modern condo, steps to the pool, quiet, and across from the tram. Highly recommend!

Response from Malik:  
Hello Jennifer, Thank you so much for the kind review and bringing those additional details to our attention. We are always striving to provide everyone with an enjoyable experience. We are glad you enjoyed your stay and look forward to hosting you again! Malik and Citalli

\$115 ~~\$104~~ /night

Dates 6/4/2020 → 6/15/2020

Guests 2 guests

\$116 x 11 nights (9)

\$1,276

 Carlos  
February 2020

Great location. Very modern and clean.

 **Response from Malik:**  
Hello Carlos, We are very glad that you enjoyed your stay and hope to see you again in the future. Thank you very much for bringing the comforter to our attention. We will be sure to have that taken care of. If there is anything we can do to better accommodate you next time...  
[Read more](#)

February 2020

### Hosted by Malik

Joined in February 2020

★ 2 Reviews •  Verified

#### Interaction with guests

Available anytime.

Response rate: 100%

Response time: within an hour

[Contact host](#)

**Always communicate through Airbnb** - To protect your payment, never transfer money or communicate outside of the Airbnb website or app. [Learn more](#)

#### About this place

When you stay in an Airbnb, you're staying at someone's place.

This is Malik's place.



Angie helps host.



## Chino Canyon, Palm Springs, California

Views of the San Jacinto mountains. Catty-corner to the Palm Springs Visitor's Center and Tramway. Only minutes to Palm Springs International Airport, I-10 and HWY 111. Very close to Downtown Palm Springs with lots of hiking options close by.

[Read more about the neighborhood](#)



Exact location information is provided after a booking is confirmed.

### Things to keep in mind

Check-in: After 1:00 PM

Checkout: 10:00 AM

#### House Rules

 Not suitable for children and infants

 No smoking

 No pets

 No parties or events

[Read all rules](#)

#### Cancellations

Free cancellation until May 21

After that, cancel before 1:00 PM on May 30 and get a full refund, minus the service fee.

[Read more about the policy](#)

[Reserve](#)

You won't be charged yet.

[Report this listing](#)

### More homes you may like





Entire house - 4 beds  
**Mid Century Modern**  
**\$361 / night**

★ 5.0 (90)



Entire house - 5 beds  
**5 Bedroom family mountain retreat**  
**\$169 / night**



Entire house - 4 beds  
**Make Your Friends Jealous!**  
**\$181 / night**

★ 4.40 (144)

### Explore other options in and around Palm Springs

More places to stay in Palm Springs: Apartments - Houses - Bed and breakfasts - Lofts - Villas

Los Angeles  
 Santa Barbara  
 West Hollywood  
 Long Beach

San Diego  
 Las Vegas  
 Palm Springs  
 Big Bear Lake

Santa Monica  
 Venice  
 Marina del Rey  
 Malibu

[ABOUT](#)

[COMMUNITY](#)

[HOST](#)

[SUPPORT](#)



Send message

Perfect! Thank you! I will book it as soon as I get home from work.

Dave

Today at 10:34 AM



Ready to book Apr 13, 2020



Good Morning Dave,



Yes, our condo is available during that time. Barring any sudden restrictions the State of California places on travel. We look forward to having you and your wife booking with us. If you have any further questions please let me know.

Thank you,  
Malik and Citlalli

Today at 10:32 AM · Malik

Inquiry sent Apr 13, 2020

Hosts can't see your profile photo until after your booking is confirmed. [Learn more](#)

Good morning,

I want to see if your beautiful place is available June 4th to 15th. My wife and I have to be in Palm Springs for a wedding. Please let me know and I will book it.

Thank you,  
Dave

Today at 10:12 AM



**PRE-APPROVED**

## Malik invited you to book their home

The invitation allows you to instantly book for the next 23 hours.

[Book now](#)

## Trip Details

### Palm Springs Desert Oasis

Entire condominium · Palm Springs, CA, US



Hosted by Malik

2 reviews



Co-hosted by Angie



Check-in

Jun 4, 2020

Checkout

Jun 15, 2020

Guests

2 adults

## Payment Details

\$103.91 x 11 nights

\$1,143.00

Cleaning fee

\$50.00

Service fee

\$168.42

**Total**

**\$1,361.42**

**Always communicate through Airbnb**

To protect your payment, never transfer money or communicate outside of the Airbnb website or app. [Learn more](#)





Dave Williams <williams90046@gmail.com>

---

**RE: Inquiry at Palm Springs Desert Oasis for Jun 4 - 15, 2020**

1 message

---

Airbnb <express@airbnb.com>

Reply-To: "Malik (Airbnb)" <3cvd8qjmf8ve9j7lo6w5o19in4ji@reply.airbnb.com>

To: [REDACTED]

Mon, Apr 13, 2020 at 10:32 AM



**RE: Inquiry at Palm Springs  
Desert Oasis for Jun 4 - 15,  
2020**



**Malik**

2 verifications · 2 reviews

Good Morning Dave,

Yes, our condo is available during that time. Barring any sudden restrictions the State of California places on travel. We look forward to having you and your wife booking with us. If you have any further questions please let me know.

Thank you,  
Malik and Citlalli

For your protection and safety, always communicate through Airbnb.

Book It

Reply

Respond to Malik by replying directly to this email.



**Palm Springs Desert Oasis**

Condominium - Entire home/apt hosted by Malik



Thursday

Monday

Jun 04, 2020

Jun 15, 2020

Guests

2

Total payment

\$1,361.42

**Book It**

**Reply**

Respond to Malik by replying directly to this email.

Sent with ♥ from Airbnb

Airbnb, Inc., 888 Brannan St, San Francisco, CA 94103

[Unsubscribe](#)



Dave Williams <williams90046@gmail.com>

---

## Invitation to book Malik's place in Palm Springs

1 message

---

Airbnb <automated@airbnb.com>

Mon, Apr 13, 2020 at 10:33 AM

To: [REDACTED]



# Malik has invited you to book their home in Palm Springs!

After reading your message, Malik invited you to book Palm Springs Desert Oasis for Jun 4 - 15.

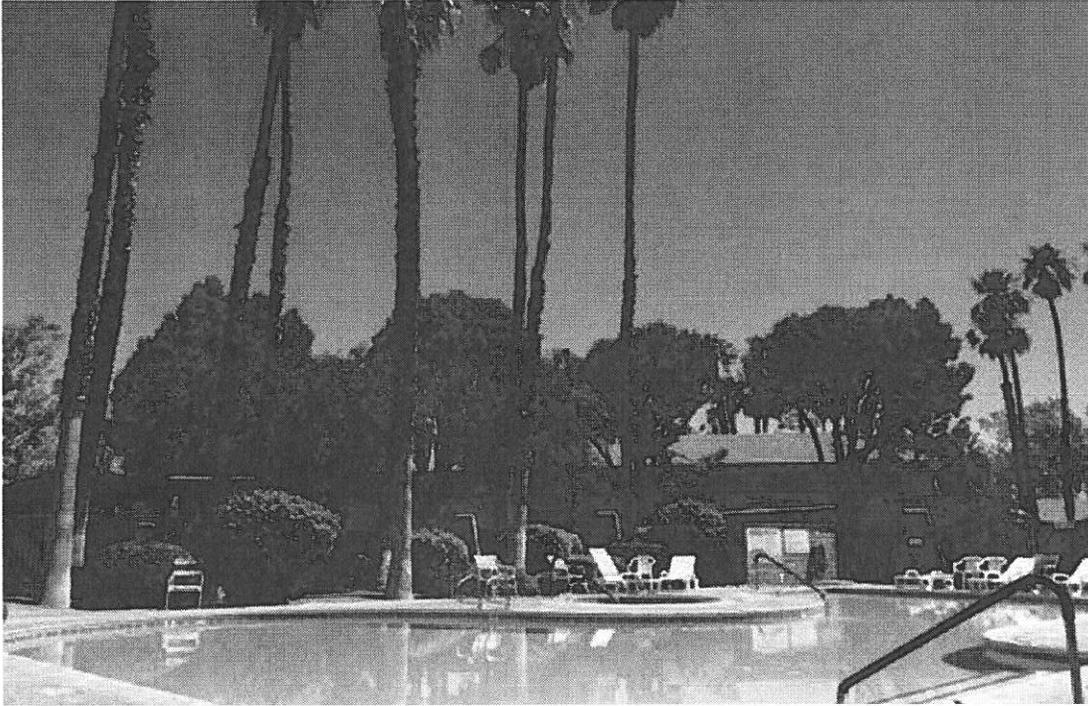


You have until 1:33 PM EDT on Apr 14 to book your reservation before their invitation expires.

[Finish booking](#)

Others could still book this home for your dates. We recommend booking soon if this is your first choice.





## Palm Springs Desert Oasis

Entire home/apt hosted by Malik



Thu

Jun 4, 2020

Check-in is anytime after  
1:00 PM

Mon

Jun 15, 2020

Checkout by 10:00 AM

Guests

Total cost

\$1,361.42

Sent with ♥ from Airbnb

Airbnb, Inc., 888 Brannan St, San Francisco, CA 94103

Earn travel credit



 2 reviews

**Malik provided**

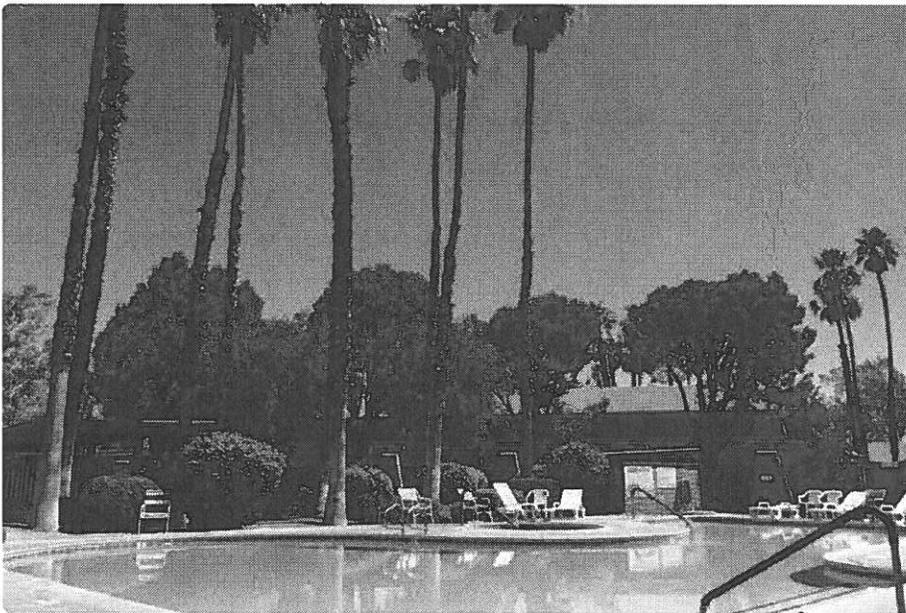
Email address

Phone number

**Hi, I'm Malik**

Joined in 2020

**Malik's listing**



Entire home/apt · Condominium  
Palm Springs Desert Oasis

★ 4.0 (2)

## 2 reviews

March 2020

Great stay! Comfortable modern condo, steps to the pool, quiet, and across from the tram. Highly recommend!



**Jennifer, Seattle, WA**

Joined in 2014

Response from Malik

Hello Jennifer, Thank you so much for the kind review and bringing those additional details to our attention. We are always striving to...[Read more](#)

February 2020

Great location. Very modern and clean.



**Carlos, Chula Vista, CA**

Joined in 2020

Response from Malik

Hello Carlos, We are very glad that you enjoyed your stay and hope to see you again in the future. Thank you very much for bringing the...[Read more](#)

Reviews by you

Report this profile

 [English \(US\)](#)   \$ [USD](#)

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[Privacy](#) · [Terms](#) · [Sitemap](#)

# Property Profile

## Property Data

Site Address:  
 2809 N Los Felices Cir E  
 # 106  
 Palm Springs, CA 92262

Mail Address:



Primary Owner: JABEIR, MALIK; JABEIR, CITLALLI

Secondary Owner:  
 APN: 669-375-063

Census Tract: 0446.05

Housing Tract: 17377  
 Number:

LOT:243 CITY:PALM SPRINGS TR#:17377 SUBDIVISIONNAME  
 Legal INT IN COMMON IN LOTS 1&2 OF TR 17377 MB 121/003 UNIT  
 Description: 243 LOTTYPE UNIT RECMATYPE CONDOMINIUM MAP  
 MAPPLATB

Subdivision:  
 Property County  
 County:

## Property Characteristics

Bedrooms: 1	Year Built: 1982	Square Feet: 589
Bathrooms: 1	Use Code: Condominium Unit (Residential)	Lot Size: 436 Sqft
Total Rooms:	Number of Units: 1	Garage: Carport (1 car)
Zoning: R3	Amenities:	
Number of Stories: 1	Building Style:	Coords: 33.859312,-116.557059

## Sale & Loan Information

Transfer Date: 05/28/2019	Seller: BEVERLY JEAN AMUNDSON REVOCABLE TRUST, ; AMUNDSON, BEVERLY JEAN	Document: 2019-0187703
Transfer Value: \$103,000.00	Cost/Sq Feet: 174	Title Company: Orange Coast Title Company
First Loan Amt: \$82,400.00	Lender: Compass Bank	

## Assessed & Tax Information

Assessed Value: \$61,810.00	Percent Improvement: 0.75	Homeowner Exemption:
Land Value: \$15,450.00	Tax Amount: \$1,005.72	Tax Rate Area: 11-003
Improvement Value: \$46,360.00	Tax Status: Current	

This informational product is being furnished free of charge as a customer service by Orange Coast Title Company (OCT) in conformance with the rules established by the California Department of Insurance. The information contained herein as well as any accompanying documents is not a full representation of the status of title to the property in question. The issuance of this information does not constitute a contract to issue a policy of title insurance on these same terms, neither express or implied. While the information contained herein is believed to be accurate, no liability is assumed by OCT either in contract, tort or otherwise for any error or omission contained herein and this information may not be relied upon in the acquisition or in any loan made on property by the recipient of this information without the issuance of a policy of title insurance.

SUPPLEMENTAL  
DOCUMENTS  
RECEIVED BY  
APPELLANT ON  
SEPTEMBER 14, 2020



# COUNTY OF RIVERSIDE



**PETER ALDANA**  
**ASSESSOR-COUNTY CLERK-RECORDER**

**MICHAEL HESTRIN**  
**DISTRICT ATTORNEY**

20-0324395-01-03

## COURTESY NOTICE

RV ▲ 000877 0422  
Jabeir Malik  
Jabeir Citilli  
11843 Braesview Apt 1215  
San Antonio TX 78213-4897

### CONFIRMATION OF RECORDING OF A DOCUMENT

Dear Homeowner,

The Assessor-County Clerk-Recorder and the District Attorney of the County of Riverside are committed to protecting its residents from fraudulent land transactions. In that regard, we are monitoring all recordings of Deeds and Deeds of Trust and other similar documents and are sending out "Courtesy Notices" regarding recent property recording transactions.

The Recorder's records indicate that a document affecting your real property was recently recorded. A copy of the first two pages of the document is shown on the reverse side.

### **IF THE TRANSACTION IS CORRECT, NO ACTION IS REQUIRED ON YOUR PART.**

If you have questions regarding this notice, you may visit the Assessor-County Clerk-Recorder website at [www.RiversideACR.com](http://www.RiversideACR.com) and look for the section titled "Real Estate Fraud". Please be aware that this notice is generated and mailed by an outside source on behalf of the Assessor-County Clerk-Recorder for Riverside County.

If you are unaware of this transaction, you may wish to contact the County of Riverside District Attorney's Real Estate Fraud Unit by sending an email to [REFFraudUnit@RivCoDa.org](mailto:REFFraudUnit@RivCoDa.org) or by calling 1-877-723-7779. You may also fill out a Real Estate Fraud Complaint Form, which can be forwarded to the District Attorney's office. This form may be found on the District Attorney's website at: [www.RivCoDa.org](http://www.RivCoDa.org). From the home page click "Real Estate Fraud" under News Releases on the next page click "Real Estate Complaint Form." You may also telephone your local law enforcement agency to have this matter investigated.

Sincerely,

PETER ALDANA  
Assessor-County Clerk-Recorder  
P.O. Box 751, Riverside, CA 92502-0751  
(951) 486-7000 [www.RiversideACR.com](http://www.RiversideACR.com)

MICHAEL HESTRIN  
District Attorney  
3960 Orange Street, Riverside, CA 92501  
(951) 955-5400 [www.RivCoDa.org](http://www.RivCoDa.org)

DOC # 2020-0324394  
07/22/2020 05:00 PM Fees: \$17.00  
Page 1 of 2  
Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

\*\*This document was electronically submitted to the County of Riverside for recording\*\*  
Received by: ALYCIA #778

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

SEREE TOMMY SAIYASOMBAT  
2809 N. LOS FELICES CIR. E  
UNIT G106  
PALM SPRINGS, CA 92262  
APN: 669-375-083  
TITLE ORDER NO.: 142747  
ESCROW NO.: 2505-MS

THIS SPACE FOR RECORDERS USE ONLY

**GRANT DEED**

The undersigned Grantor(s) declare(s) that the DOCUMENTARY TRANSFER TAX IS: \$ 188.40 County  
XX computed on the full value of the interest of property conveyed, or  
\_\_\_ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.  
\_\_\_ OR transfer is EXEMPT from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Malik Jabeir and Chihali Jabeir, HUSBAND AND WIFE AS JOINT TENANTS  
HEREBY GRANT(S) to Serree Tommy Saiyasombat, A SINGLE MAN  
All that real property situated in the City of Palm Springs, County of RIVERSIDE, State of California, described as:  
"Legal Description Attached hereto" A.S EXHIBIT 'A'

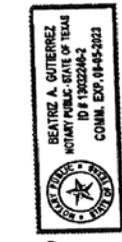
Commonly Known As: 2809 N. LOS FELICES CIR. E UNIT G106 PALM SPRINGS, CA. 92262

June 23, 2020

  
Malik Jabeir  
  
Chihali Jabeir

A notary public officer or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA  
COUNTY OF Riverside  
On July 15, 2020 before me, Beatriz A. Gutierrez, a Notary Public personally appeared: Malik Jabeir and Chihali Jabeir  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal:  
Signature 

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**EXHIBIT 'A'**

PARCEL 1:  
AN UNDIVIDED 1/254 INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 17377 IN THE CITY OF PALM SPRINGS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 121, PAGES 3 AND 4 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
EXCEPTING THEREFROM, UNITS 1 THROUGH 254, INCLUSIVE, AS SHOWN UPON THE CONDOMINIUM PLAN RECORDED AUGUST 5, 1981 AS INSTRUMENT NO. 81-148831 AND BY AMENDED CONDOMINIUM PLAN RECORDED OCTOBER 21, 1981 AS INSTRUMENT NO. 81-187967 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH EXCLUSIVE EASEMENTS FOR PARKING AND OTHER PURPOSES AS SHOWN IN SAID PLANS;  
ALSO EXCEPTING THEREFROM, ANY OIL, GAS OR OTHER HYDROCARBON SUBSTANCES UNDERLYING SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY, RESERVED BY SECURITY PACIFIC NATIONAL BANK OF LOS ANGELES, IN DEEDS, RECORDED, JANUARY 11, 1938 IN BOOK 282 PAGE 633 AND RECORDED MAY 22, 1936 IN BOOK 282 PAGE 238 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.  
PARCEL 2:  
UNIT 243 CONSISTING OF ELEMENTS A AND B OR C AS SHOWN UPON THE CONDOMINIUM PLANS REFERRED TO IN PARCEL 1 ABOVE.  
PARCEL 3:  
NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, MAINTENANCE, EMPLOYMENT, REPAIR AND OTHER PURPOSES AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAID TRACT, TOGETHER WITH THOSE EXCLUSIVE EASEMENTS FOR PARKING AND OTHER PURPOSES, AS SHOWN IN THE CONDOMINIUM PLANS REFERRED TO IN PARCEL 1 ABOVE APPURTENANT TO PARCELS 1 AND 2.

A.P.N. 669-375-063

DOC # 2020-0324395  
07/22/2020 05:00 PM Fees: \$71.00  
Page 1 of 20  
Recorded in Official Records  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

\*\*This document was electronically submitted  
to the County of Riverside for recording\*\*  
Receipted by: ALCIA #778

PLEASE COMPLETE THIS INFORMATION  
RECORDING REQUESTED BY:

Lendwood Title Company  
AND WHEN RECORDED MAIL TO:  
AND MAIL TAX STATEMENTS TO:  
Royal Pacific Funding Corp  
3070 Bristol Street, Suite 400  
Costa Mesa, CA 92626  
Loan #90200601803

Space above this line for recorder's use only

DEED OF TRUST  
Title of Document

TRA: 011-003  
DTT: 0.00

Exemption reason declared pursuant to Government Code 27388.1

- This document is a transfer that is subject to the imposition of documentary transfer tax.
- This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.  
Document reference: CONCURRENT
- This document is a transfer of real property that is a residential dwelling to an owner-occupier.
- This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.  
Document reference: \_\_\_\_\_

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

ACR 238 (Rev. 01/2018) Available in Alternate Formats

Recording Requested By:  
ROYAL PACIFIC FUNDING CORP.

And After Recording Return To:  
ROYAL PACIFIC FUNDING  
CORP  
3070 BRISTOL STREET SUITE #400  
COSTA MESA, CALIFORNIA 92626  
Loan Number: 90200601803

[Space Above This Line For Recording Detail]

### DEED OF TRUST

MIN: 100289918000797574  
MERS Phone: 888-679-4377

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 17, 2020, together with all Riders to this document.  
(B) "Borrower" is SERRES TOMMY SAIYASOMBAT, A SINGLE MAN  
BORROWER'S ADDRESS IS 2809 NORTH LOS FELICES CIRCLE EAST, UNIT G1D6, PALM SPRINGS, CALIFORNIA 92262.

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is ROYAL PACIFIC FUNDING CORP.

Lender is a CALIFORNIA CORPORATION organized in CALIFORNIA  
Lender's address is 3070 BRISTOL STREET SUITE #400, COSTA MESA, CALIFORNIA 92626

(D) "Trustee" is LANDWOOD TITLE  
1403 NORTH TUSTIN AVENUE, SUITE 300, SANTA ANA, CALIFORNIA 92705

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS  
Form 3008 01/01  
DocuSign eForms  
www.docuSign.com  
Page 1 of 15



Instrument, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P. O. Box 2026, Hirt, MI 48301-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 17, 2020. The Note states that Borrower owes Lender ONE HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED AND 00/100 Dollars (U.S. \$ 136,800.00 ) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2050.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, or ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.





1728 CENTRAL AVENUE, SUITE #1  
FORT DODGE, IA 50501  
BUS. (515) 955-7000  
TOLL FREE (800) 798-0007  
FAX (515) 955-6388  
www.coldwellbankerfortdodge.com

**FAX TRANSMISSION FORM**

DATE 10/24 SENT BY Tami  
Licensed Agent in the State of Iowa

NUMBER OF PAGES TO BE TRANSMITTED 15 (NOT INCLUDING COVER)

DELIVER TO Ron Keshaw FAX # ~~566-445-1398~~

COMPANY/DEPARTMENT 160-404 0154

REMARKS: Sending for Dave Jones -  
Plz let me know if this is  
the right place to send it!

**OUR FAX NUMBER IS 515/955-6388**

\*\*\*\*\*

**CONFIDENTIALITY NOTICE**

The documents accompanying this FAX transmission contain confidential information belonging to the Sender which is legally privileged. The information is intended only for the individual or entity named below. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on or regarding the contents of this faxed information is strictly prohibited. If you have received this fax in error, please immediately notify us by telephone to arrange for return of the original documents to us. Thank You.

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CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form LR, Revised 6/18)

Date 10/23/2019, Dave Leo Jones (Tenant) and Malik Jabeir, Ciftali Jabeir (Landlord) agree as follows (Agreement):

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2809 N Los Felices Circle #G106, Palm Springs, CA 92262 ("Premises").
B. The Premises are for the sole use as a personal residence by the following named person(s) only: Dave Leo Jones.
C. The following personal property, maintained pursuant to paragraph 11, is included: or (if checked) the personal property on the attached addendum is included.
D. The Premises may be subject to a local rent control ordinance

2. TERM: The term begins on (date) December 15, 2019 ("Commencement Date"). If Tenant has not paid all amounts then due; (i) Tenant has no right to possession or keys to the premises and; (ii) this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant (i) in person; (ii) by mail to Tenant's last known address; or (iii) by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent for Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.

- A. Month-to-Month: This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
B. Lease: This Agreement shall terminate on (date) April 15, 2020 at 3:00 AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
A. Tenant agrees to pay \$2,600.00 per month for the term of the Agreement.
B. Rent is payable in advance on the 1st (or ) day of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
D. PAYMENT: (1) Rent shall be paid by personal check, money order, cashier's check, made payable to Malik Jabeir, wire/electronic transfer, or other DIRECT DEPOSIT.
(2) Rent shall be delivered to (name) Malik Jabeir (whose phone number is ) at (address) (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of and on the following days ).
(3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$1,000.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1960.5(g); and (2) return any remaining portion of the security deposit to Tenant.
C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

Tenant's Initials (Signature)
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LR REVISED 6/18 (PAGE 1 OF 8)

Landlord's Initials (Signature)



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 8)

Premises: 2809 N Los Felices Circle #G106, Palm Springs, CA 92262

Date: 10/23/2019

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds shall be paid by  personal check,  money order, or  cashier's check,  wire/ electronic transfer.

Category	Total Due	Payment Received	Balance Due	Date Due	Payable To
Rent from <u>12/15/2018</u>					
to <u>04/15/2020</u> (date)	\$10,400.00		\$10,400.00		Malik Jabelr
*Security Deposit	\$1,000.00		\$1,000.00		
Other					
Other					
Total	\$11,400.00		\$11,400.00		

\*The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under paragraph 3 nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

A. Parking is permitted as follows: Assigned cover parking space.

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in paragraph 8.

OR  B. Parking is not permitted on the real property of which the Premises is a part.

8. STORAGE: (Check A or B)

A. Storage is permitted as follows:

The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges:

except \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

A. Water Submeters: Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

B. Gas Meter: The Premises does not have a separate gas meter.

C. Electric Meter: The Premises does not have a separate electrical meter.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: all furniture is brand new has never used before.

B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within 3 days after execution of this Agreement;  prior to the Commencement Date;  within 3 days after the Commencement Date.

(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or  ) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.

Tenant's Initials [Signature]

Landlord's Initials [Signature]



Premises: 2809 N Los Felices Circle #G106, Palm Springs, CA 92262 Date: 10/23/2019

- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  \_\_\_\_\_) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.
- E. Other: \_\_\_\_\_

**11. MAINTENANCE USE AND REPORTING:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.
- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_
- H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.
- I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

**12. NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless Internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

**13. PETS:** Unless otherwise provided in California Civil Code §54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent,  except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

- 14. SMOKING:**
- A. (i) Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.
  - B. The Premises or common areas may be subject to a local non-smoking ordinance.
  - C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is in material breach of this Agreement; (ii) Tenant, guests, and all others may be required to leave the Premises.  Smoking of the following substances only is allowed: \_\_\_\_\_

- 15. RULES/REGULATIONS:**
- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state, or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
  - B. (If applicable, check one)
    - 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_
    - OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

Tenant's Initials   *DF*   Landlord's Initials   *ML*  



Premises: 2809 N Los Felices Circle #G106, Palm Springs, CA 92262

Date: 10/23/2019

16.  (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is Palm Springs Villas II. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.
- B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in paragraph 5, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.
- C. (Check one)
  - 1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_ at move in time.
  - OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 25C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

- A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  ):
  - 1 key(s) to Premises,  1 remote control device(s) for garage door/gate opener(s),
  - key(s) to mailbox, \_\_\_\_\_
  - key(s) to common area(s), \_\_\_\_\_
- B. Tenant acknowledges that locks to the Premises  have,  have not, been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold); providing decorations, alterations, or improvements, or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C.  (If checked) Tenant 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).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**

- A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.
- B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:** A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement. B. This prohibition also applies (  does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services. C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

Tenant's Initials [Signature]  
LR REVISED 6/18 (PAGE 4 OF 8)

Landlord's Initials [Signature]

**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 4 OF 8)**





Premises: 2809 N Los Felices Circle #G106, Palm Springs, CA 92262

Date: 10/23/2019

32 NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Malik Jabeir

Tenant: Dave Leo Jones

33. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; upon disapproval of the credit report(s), or upon discovering that information in Tenant's application is false; (ii) After commencement date, upon disapproval of an updated credit report or upon discovering that information in Tenant's application is no longer true. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

35. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter 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 of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$\_\_\_\_\_), except as provided in paragraph 35A.

37. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. STATUTORY DISCLOSURES:

A. LEAD-BASED PAINT (if checked): Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

B. PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):

- 1. Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
2. Premises is a house. Tenant is responsible for periodic pest control treatment.

C. METHAMPHETAMINE CONTAMINATION: Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

D. BED BUGS: Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

E. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

F. RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET: Tenant acknowledges receipt of the residential environmental hazards booklet.

G. MILITARY ORDNANCE DISCLOSURE: (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

H. FLOOD HAZARD DISCLOSURE: Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

Tenant's Initials (Signature) ( )

Landlord's Initials (Signature) ( )

LR REVISED 6/18 (PAGE 6 OF 8)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 8)



Premises: 2809 N Los Felices Circle #G100, Palm Springs, CA 92262

Date: 10/23/2019

**39. 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 is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. 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.

**40. AGENCY:**

**A. CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) Berkshire Hathaway HomeServices

is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.

Leasing Agent: (Print firm name) Berkshire Hathaway HomeServices

(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

**B. DISCLOSURE:**  (if checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

**41.  TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

**42. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

**43. OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

**44. RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

**45. OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:

Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM);  Landlord in Default Addendum (C.A.R. Form LID)

Bed Bug Disclosure (C.A.R. Form BBD);  Tenant Flood Hazard Disclosure (C.A.R. Form TFHD)

Other: There's a tenant credit of \$100.00 every month for utilities. Landlord pays for cable & internet.

**46. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 49 or 50 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD 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 Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, 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 §18100.6), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**47.  INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

**48. The Premises is being managed by Owner, (or, if checked):**

Listing firm in box below  Leasing firm in box below  Property Management firm immediately below

Real Estate Broker (Property Manager) \_\_\_\_\_ DRE Lic # \_\_\_\_\_

By (Agent) \_\_\_\_\_ DRE Lic # \_\_\_\_\_

Address \_\_\_\_\_ Telephone # \_\_\_\_\_

Tenant's Initials DPK \_\_\_\_\_

Landlord's Initials MT \_\_\_\_\_

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 7 OF 8)



Premises: 2809 N Los Felices Circle #G106, Palm Springs, CA 92262

Date: 10/23/2019

49. Tenant agrees to rent the Premises on the above terms and conditions.

One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant Dave Leo Jones Date
Print Name Dave Leo Jones
Address 28 NW 16th ST City Fort Myers State FL Zip 33901
Telephone 515-570-2117 Fax E-mail
Tenant David L. Jones Date Oct 24, 2019
Print Name
Address City State Zip
Telephone Fax E-mail

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

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (I) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name)
Guarantor Date
Address City State Zip
Telephone Fax E-mail

50. Landlord (owner or agent for owner) agrees to rent the Premises on the above terms and conditions.

One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord Malik Jabeir Date 10-24-2019 Landlord Citalli Jabeir Date
Address Malik Jabeir Citalli Jabeir
Telephone Fax E-mail

REAL ESTATE BROKERS:

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
B. Agency relationships are confirmed in paragraph 40.
C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii) (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Leasing Firm) Berkshire Hathaway HomeServices DRE Lic. # 02043759
By (Agent) Angie Torres Angle Torres DRE Lic. # Date 10-24-2019
Address 73700 El Paseo City Palm Desert State CA Zip 92260-4380
Telephone (760)902-5142 Fax 866-445-1398 E-mail angietorreshomes@gmail.com

Real Estate Broker (Listing Firm) Berkshire Hathaway HomeServices DRE Lic. # 02043759
By (Agent) Ron Kershaw Ron Kershaw DRE Lic. # Date 10-24-2019
Address 73700 EL PASEO City Palm Desert State CA Zip 92260
Telephone 760-880-1240 Fax E-mail Ron.kershaw@bhhscaproperties.com

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RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 8 OF 8)

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2809 N Los Felices



CALIFORNIA  
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**ADDENDUM**

(C.A.R. Form ADM, Revised 12/15)

**No. 1**

The following terms and conditions are hereby incorporated in and made a part of the:  Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind),  Other \_\_\_\_\_

dated October 23, 2019, on property known as 2809 N Los Felices Circle #G106  
Palm Springs, CA 92262

In which Dave Leo Jones is referred to as ("Buyer/Tenant")  
and Malik Jabair, Citalili Jabair is referred to as ("Seller/Landlord").

**1- Contact Leasing agent at least 2 days prior to arrival, Ron Kershaw 760-880-1240 email: ronkershawjr@gmail.com**

**2- Tenants pays for extra tv channels or movies not included on owners cable package. Wifi connection will be provided by landlord.**

**3- Tenant is aware there is no land phone line at the condominium.**

**4- SMOKING IS NOT PERMITTED.**

**5- Late arrivals or earlier departures will not be refunded.**

**6- Tenants pay for utilities exceeding \$100.00 a month**

**7- Payment in full is due 30 days prior to arrival date. In case of any natural disasters forcing cancellations of Lease agreement, refund is solely at landlords discretion.**

**8- Upon arrival any reservation fee reverts to deposit fee.**

**9- at departure codominium must be professional cleaned or a \$150.00 cleaning fee will be deducted from security deposit.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date 10-24-2019

Buyer/Tenant Dave Leo Jones

Seller/Landlord Malik Jabair  
Malik Jabair

Buyer/Tenant \_\_\_\_\_

Seller/Landlord Citalili Jabair

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





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**BED BUG DISCLOSURE**

(C.A.R. Form BBD, Revised 12/18)  
(California Civil Code §1954.603)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), dated 10/23/19, on property known as 2809 N Los Felices Circle #G106, Palm Springs, CA 92262

in which Dave Leo Jones is referred to as ("Tenant")  
and Malik Jabeir, Chtalll Jabeir is referred to as ("Landlord").

**INFORMATION ABOUT BED BUGS:**

- Bed Bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- Bed Bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- Common signs and symptoms of a possible bed bug infestation:**
  - Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
  - Molted bed bug skins, white, sticky eggs, or empty eggshells.
  - Very heavily infested areas may have a characteristically sweet odor.
  - Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.
- Tenant shall report suspected infestations by bed bugs to the Landlord or Property Manager at the mailing, or email address or phone number provided in the Agreement and cooperate with any inspection for and treatment of bed bugs.**
- Landlord will notify tenants of any units inspected by a pest control operator of the findings by such an operator within 2 business days of the receipt of the findings. All Tenants will be notified of confirmed infestations within common areas.

Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of bedbugs due to Tenant's failure to comply with this Bed Bug Disclosure.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_ Date \_\_\_\_\_

Tenant Dave Leo Jones Landlord Malik Jabeir  
Dave Leo Jones Malik Jabeir

Tenant \_\_\_\_\_ Landlord Chtalll Jabeir  
\_\_\_\_\_ Chtalll Jabeir

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**BED BUG DISCLOSURE (BBD PAGE 1 OF 1)**



CALIFORNIA ASSOCIATION OF REALTORS®

TENANT FLOOD HAZARD DISCLOSURE (C.A.R. Form TFHD, Revised 12/18)

The following terms and conditions are hereby incorporated in and made a part of the: Residential Lease or Month-to-Month Rental Agreement, ("Agreement"), [ ] Residential Lease After Sale, [ ] Other, dated 10/23/19, on property known as 2809 N Los Felices Circle #G106, Palm Springs, CA 92262 in which Dave Leo Jones is referred to as ("Tenant") and Malik Jabelr, Ciftaill Jabelr is referred to as ("Landlord").

INFORMATION ABOUT FLOOD HAZARDS: Tenant is informed of the following:

1. The Property is not located in a special flood hazard area or an area of potential flooding.

OR

[ ] The Property is located in a special flood hazard area or an area of potential flooding. Property is deemed to be in a special flood hazard area or area of potentially flooding if any of the following scenarios apply:

- A. The owner has actual knowledge of that fact.
B. The owner has received written notice from any public agency stating that the Property is located in a special flood hazard area or an area of potential flooding.
C. The Property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
D. The owner currently carries flood insurance.

- 2. The tenant may obtain information about hazards, including flood hazards, that may affect the Property from the Internet Web site of the Office of Emergency Services, My Hazards Tool (http://myhazards.caloes.ca.gov).
3. The owner's insurance does not cover the loss of the tenant's personal possessions and it is recommended that the tenant consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risk of loss.
4. The owner is not required to provide additional information concerning the flood hazards to the Property and that the information provided pursuant to this section (California Government Code section 8589.45) is deemed to inform the tenant.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date
Tenant Dave Leo Jones
Tenant

Date 10-24-2019
Landlord Malik Jabelr
Landlord Ciftaill Jabelr

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TFHD REVISED 12/18 (PAGE 1 OF 1)

TENANT FLOOD HAZARD DISCLOSURE (TFHD PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 2809 N Los Felices Circle #0106, Palm Springs, CA 92262

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller Malik Jabir (Signature) Malik Jabir (Print Name) Date 10-24-2019

Seller (Signature) Chahid Jabir (Print Name) Date

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer Dave Leo Jones (Signature) Dave Leo Jones (Print Name) Date

Buyer (Signature) (Print Name) Date

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code §13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.
4. EXCEPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller Malik Jabir (Signature) Malik Jabir (Print Name) Date 10-24-2019

Seller (Signature) Chahid Jabir (Print Name) Date

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer Dave Leo Jones (Signature) Dave Leo Jones (Print Name) Date

Buyer (Signature) (Print Name) Date

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WHSD REVISED 11/10 (PAGE 1 OF 1)

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS®

CARBON MONOXIDE DETECTOR NOTICE (C.A.R. Form CMD, 4/12)

Property Address: 2809 N Los Felices Circle #G106, Palm Springs, CA 92262

1. INSTALLATION OF CARBON MONOXIDE DETECTORS:

- A. Requirements: California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed... B. Exceptions: The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage.

2. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobile Home Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

3. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions. An owner who fails to install a carbon monoxide detector when required by law and continues to fail to install the detector after being given notice by a governmental agency could be liable for a fine of up to \$200 for each violation.

4. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that a carbon monoxide detector be installed prior to a transfer of property. Therefore, it is important to check the local city or county building and safety departments regarding point of sale or retrofit requirements when transferring property.

The undersigned hereby acknowledge(s) receipt of a copy of this Carbon Monoxide Detector Notice.

Signature lines for Seller/Landlord, Buyer/Tenant with names Malik Jabeir, Citfalli Jabeir, and Dave Leo Jones, and dates.

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CMD 4/12 (PAGE 1 OF 1)

CARBON MONOXIDE DETECTOR NOTICE (CMD PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS\*

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (C.A.R. Form LRM, Revised 6/16)

The following terms and conditions are hereby incorporated in and made a part of the [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other dated 10/23/2019 on property located at (Street Address) 2809 N Los Felices Circle #G106 (Unit/Apartment) (City) Palm Springs (State) CA (Zip Code) 92262 ("Premises"), in which Malik Jabeir, Citalli Jabeir is referred to as "Tenant" and is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, [ ] the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

- 1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant (Signature) [Signature] Date

Tenant (Print name)

Tenant (Signature) Date

Tenant (Print name)

Landlord (Signature) Malik Jabeir Date 10-24-2019

Landlord (Print name) Malik Jabeir

Landlord (Signature) Date

Landlord (Print name) Citalli Jabeir

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LRM REVISED 6/16 (PAGE 1 OF 1)

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)



CALIFORNIA ASSOCIATION OF REALTORS\*

POOL, HOT TUB, AND SPA ADDENDUM (C.A.R. Form PHSA 11/13)

The following terms and conditions are hereby incorporated in and made a part of the [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Other: , dated 10/23/2019, on property located at (Street Address) 2809 N Los Felices Circle #G106 (Unit/Apartment) (City) Palm Springs (State) CA (Zip Code) 92262 ("Premises"), in which Dave Leo Jones is referred to as "Tenant" and Malik Jabeir is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

POOLS and HOT TUBS:

1. Swimming pools, hot tubs, and spas, while providing exercise, recreation, and relaxation, also can be dangerous. People (as well as pets) can be severely injured or drown if the pool, hot tub or spa is not properly used. Tenants are strongly cautioned that they, other occupants and tenant's guest must adhere to the following safe practices:

- No diving into the pool or hot tub or spa
No intoxicated persons may use the pool or hot tub or spa
No one should use the pool or hot tub or spa alone
Children may never be left unattended when they may gain access to the pool, hot tub or spa, not even for a few seconds

Neither the landlord nor the landlord's agents can assure the safety of persons using property containing a pool, hot tub or spa. As a consequence, tenants assume liability for pool, hot tub or spa use by themselves, other occupants, their guests, and their pets.

2. If the rental is part of a rental complex, the following also apply:

- The pool, hot tub or spa may only be used during posted hours.
Adult supervision is required for anyone under the age of 14.
All drinks must be served in unbreakable containers.
No alcoholic drinks are allowed in the pool area, hot tub or spa.
No excessive noise - please be considerate of your neighbors.
Users must shower prior to using the pool, hot tub or spa.
Use the pool safety equipment only in case of emergency.
HOA or House Rules, if applicable, will supplement or supersede these rules.

3. NO LIFEGUARD WILL BE ON DUTY - YOU SWIM AT YOUR OWN RISK

4. Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from Tenant's use of the pool, hot tub or spa.

By signing below, Tenant acknowledges that they have read, understand, accept and have received a copy of this addendum.

Tenant (Signature) [Signature] Date
(Print name) Dave Leo Jones

Tenant (Signature) Date
(Print name)

Landlord (Signature) [Signature] Date 10-24-2019
(Print name) Malik Jabeir

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POOL, HOT TUB, AND SPA ADDENDUM (PHSA PAGE 1 OF 1)

