



CONFIDENTIAL OWNER/RESIDENT INFORMATION

PROPERTY ADDRESS: _____

PROPERTY IS (check one): **Owner Occupied** **Leased To a Tenant**

Owner Name: _____ Phone: _____ Email: _____

Owner Name: _____ Phone: _____ Email: _____

Owner's Off-Site Address (if applicable): _____

Who is the primary contact in case of an emergency? _____ Phone: _____

RESIDENT INFORMATION (Please list name of ALL tenants)

Tenant Name: _____ Phone: _____ Email: _____

Tenant Name: _____ Phone: _____ Email: _____

Tenant Name: _____ Phone: _____ Email: _____

Who is the primary contact in case of an emergency? _____ Phone: _____

OPT-IN FOR EMERGENCY ALERT SYSTEM

I, _____, would like to receive and authorize the Association to send me an alert in the form of (check all that apply) text voice email message to my cell phone in the event of an emergency. My cell phone number is (____) _____. My email address is _____. I understand that I will continue to receive text/voice/email alerts until such time as I request in writing to stop receiving them. I agree and understand that the Association is under no obligation to issue such texts, calls or emails and that the Association will be liable for any damages or injury that may result in an emergency on grounds that a text was not sent or received.

Lease Term: 1 Year 6 Month Other **Start Date:** _____ **Expiration Date:** _____

DIRECTORY INFORMATION:

Name (Company or Personal) to be Programmed for Entry System: _____

Phone Number to be Programmed: _____ or _____

VEHICLE INFORMATION:

PARKING SPACE NUMBER(S) _____ **&** _____

Year: _____ Make: _____ Model: _____ License Plate: _____ Color: _____

Year: _____ Make: _____ Model: _____ License Plate: _____ Color: _____

PET INFORMATION:

Are there pets in the Unit? YES NO If yes, # of pets: _____

Pet #1: Dog or Cat **Name:** _____ **Breed:** _____ **Weight:** _____

Pet #2: Dog or Cat **Name:** _____ **Breed:** _____ **Weight:** _____

INSURANCE REQUIREMENTS

Renter's Insurance: Prior to receiving possession of the Unit and membership privileges, Tenant shall furnish the Association with a certificate of insurance evidencing (i) a renter's insurance policy with appropriate limits to cover Tenant's personal property within the Unit and (ii) personal liability coverage of not less than \$100,000 per occurrence. (Reference Section 10 of the Lease Addendum)

Mover's Insurance: Prior to any move, the moving company must supply the Association with a current Certificate of General Liability and Workers' Compensation Insurance for a minimum of \$1,000,000 before any move may start. The Certificate must name Barker Block HOA as an additional insured with the address: (510 or 530) S. Hewitt Street or 527 S. Molino Street, Los Angeles, CA 90013.

Mover's insurance certificates must be submitted at least 48-hours prior to the move date.

Owner Signature: _____ **Resident Signature:** _____



LEASE ADDENDUM

This Lease Addendum (“Addendum”) is by and between the Barker Block Homeowners Association (“Association”), _____ (“Owner”) and _____ (“Tenant”). Tenant wishes to lease Unit # _____ (“Unit”).

THEREFORE, the parties agree as follows:

- Possession and Ownership Privileges.** Subject to the terms of this Addendum, the Association agrees to transfer ownership privileges, with the exception of Owner’s voting rights to Tenant and permit Tenant to use the Association’s Common Areas during the term of the Tenant’s lease of the Unit. As a result, Owner and Owner’s family, friends, employees, and invitees give up their rights to use the Common Area facilities.
- Lease.** Owner may lease or rent his or her Unit provided the Unit is rented pursuant to a written lease or signed rental agreement. This Addendum shall become a part of the lease agreement between Owner and Tenant as well as all subsequent lease agreements between Owner and Tenant of this or any other unit in the Association.
- Term of Lease.** Tenant and Owner hereby represent that the lease contains an initial term of at least thirty (30) days per CC&R’s Article VIII, Section, 8.1(a).
- Unit is a Condominium.** Tenant understands that the Unit is a condominium and is subject to the CC&R’s, Bylaws, and Rules and Regulations of the Association (collectively “Governing Documents”).
- Compliance with Governing Documents and Ordinances.** Tenant acknowledges and agrees to abide and be bound by the Governing Documents. Tenant further acknowledges and agrees to comply with the City of Los Angeles’ Live/Work Ordinances.
- Failure to Abide by Governing Documents.** Tenant understands and agrees that failure to abide by the Governing Documents will constitute default under the lease (“Default”). In addition to any rights Owner may have against Tenant, Tenant understands that pursuant to the CC&R’s, Owner has assigned to the Association Owner’s right in the event of Default: (i) to suspend Tenant’s privileges to use the Association’s recreational facilities, (ii) to suspend non-essential services, (iii) to assess monetary penalties against Owner and Tenant, and (iv) to evict Tenant from the Unit by means of an unlawful detainer action.

7. **Unlawful Detainer.** Owner is guaranteeing Tenants' compliance with the Association's Governing Documents. In the event of a breach, the Association shall give notice to Owner who shall have ten (10) days to cause the breach to be fully remedied. If the breach is not corrected within that period, both Owner and Tenant shall be subject to fines and other disciplinary action by the Association and the lease shall be deemed assigned to the Association so that it may commence unlawful detainer proceedings in its own name against the Tenants. Any expense incurred by the Association, including reasonable attorneys' fees and costs, shall become a Special Assessment against the Unit.

8. **No Right to Assign or Sublease.** Tenants shall not assign or sublease the Unit, or any interest therein, in whole or in part, to any other person or entity.

9. **Notification of Change in Tenants.** In the event one or more of the Tenants named on this Addendum and the lease are replaced, Tenants shall promptly notify the Association in writing of the identity of the new Tenant(s).

10. **Renter's Insurance.** Prior to receiving possession of the Unit and membership privileges, Tenant shall furnish the Association with a certificate of insurance evidencing (i) a renter's insurance policy with appropriate limits to cover Tenants' personal property within the Unit and (ii) personal liability coverage of not less than \$100,000.00 per occurrence. Such insurance shall be endorsed to state that coverage shall not be canceled except after at least thirty (30) days prior written notice to the Association by certified mail. Tenant shall keep the insurance in full force and effect for as long as Tenant has possession of the Unit. Failure to maintain the insurance in full force and effect shall (i) constitute Default of this Addendum, (ii) automatically terminate Tenant's right of possession which the Association may enforce by means of an unlawful detainer action against Tenant, and (iii) cancel Tenant's membership privileges.

11. **Assignment of Rents.** Tenant understands that, as security for the payment of the Owner's assessments to the Association, Owner has assigned to the Association the right, power and authority to collect the rental income from the Unit in the event that Owner becomes delinquent in the payment of Assessments to the Association. The Association's right to collect rent is without regard to the adequacy of any other security for such indebtedness. Upon ten (10) days' written notice by the Association following notice and a hearing with the Owner, Tenant shall make all future rent payments to Association until such time Tenant is notified by the Association that the delinquency is cured. Association shall also have the power to enter upon and take possession of the Unit, re-rent the Unit in the Association's name and collect rent therefrom without liability to the Owner (except for any rent which may be collected over and above the Assessments owed to the Association by the Owner), and avail itself of any other remedies permitted by law. Notwithstanding the foregoing, each Owner retains the right to collect rent from his Unit for so long as the Owner shall be current in the payment of his assessments to the Association.

12. **Hold Harmless.** Tenant agrees to indemnify, defend, and hold harmless the Association and its officers, directors, committee members, members, manager, employees, invitees and agents from all claims for damages, demands and liabilities

arising out of (i) any claim or dispute in connection with the lease or this Addendum, (ii) Tenant's lease or possession of the Unit, (iii) any action or omission by Tenant or Tenant's family, guests, and invitees and (iv) Tenant's use of the Association's Common Areas. The released claims shall include any judgments, costs, attorneys' fees, expenses, debts, liabilities, damages or injuries caused by the Tenants, their guests or invitees, or in any way arising from or arising from the leasing agreement between Owner and Tenant or this Addendum.

13. **Conflict with Lease or Governing Documents.** In the event of any conflict between the Addendum and Owner's written lease with Tenant, this Addendum shall prevail. In the event there is any conflict between this Addendum and the Association's Governing Documents, the Governing Documents shall prevail, except that all additional restrictions agreed to herein shall be deemed enforceable.

14. **Alternative Dispute Resolution.** Any dispute arising from this Addendum shall be heard by a judicial referee ("Referee") without a jury pursuant to provisions of Section 639 of the Code of Civil Procedure. If the parties cannot agree on a Referee, one shall be appointed by the Court in accordance with Section 640 of the Code of Civil Procedure. All issues shall be determined in compliance with the judicial rules, statutory and decisional law, and rules of evidence of the State of California. Discovery shall be limited to depositions and requests for the inspection, production and copying of documents. Depositions may be taken by either party upon seven (7) days written notice. Request for production of documents shall be responded to within ten (10) days after service. The Referee's decision shall be final and judgment may be entered pursuant to Section 644 of the Code of Civil Procedure. The cost of Referee shall be shared equally between the parties. However, the prevailing party shall be entitled to recover all fees and costs, including attorneys' fees. The judgment shall be subject to all post-trial procedures and appeals.

OWNER: _____ **Dated:** _____

Address: _____

Telephone: _____

TENANT: _____ **Dated:** _____

Email: _____ Tel.: _____

ASSOCIATION: _____ **Dated:** _____
President / Manager



MOVE-IN/MOVE-OUT PROCEDURES

PRIOR TO YOUR MOVE

To ensure proper scheduling for your move, please contact TriProvide Moves Coordinating Services at your earliest opportunity to reserve a time(s) for your move. At that time you should review any questions that you might have regarding these Move-In procedures. The Owner is responsible for signing and returning the Move Agreement to Action Property Management prior to the move.

MOVING FEE AND SCHEDULING

Each Owner or their Tenant must schedule their move date. At the time you schedule the move, the Owner must sign the Move Agreement stating that you understand that a non-refundable fee of \$200 (check only made payable to TriProvide Moves) plus a refundable deposit of \$500 (check only made payable to Barker Block HOA) will be collected no later than 48 hours prior to the move. The deposit is applicable to all damage, repair, cleaning, losses or other liabilities and charges incurred as a result of the move. Additionally, the Owner accepts total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit.

TIMES YOU MAY MOVE

Move-In/Move-Outs will be conducted between 8:00 a.m. and 5:00 p.m. daily, Monday through Saturday, except for the following Holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Yom Kippur and Christmas Day. Sundays are reserved as a time of quiet enjoyment for all residents and therefore no moving is allowed on Sunday. An appointment to schedule a move-in or move-out of the building must be made seven (7) working days in advance of the move to insure access to the elevator within a specific timeframe and day. A rush fee applies for moves not scheduled more than seven (7) days prior to the move. Please contact management to schedule moves and deliveries and to obtain an access key from the Property Management Company. Unscheduled moves will not be allowed use of the elevators.

PARKING

If you are using a professional moving company, be sure to inform them that it will be necessary to park large moving trucks in the areas designated by the Property Management Company. As certain areas must be kept free of parked vehicles it is essential that the arrival time of moving vans be confirmed with the Property Management Company. If you have any questions or concerns about the size of the vehicle you intend to use, please discuss this matter with the Property Management Company PRIOR to the day of your Move.

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INITIAL MOVE-IN

Your Moving Company

Please choose your moving company carefully! You, as the Unit Owner, are fully responsible for any damage done to the Common Area or Association Property during the move. Because of this liability it is important that the moving company carry its own insurance for such damage.

If you plan to move from out-of-state, please either use a destination (local) agent for the company or instruct the driver to call the Property Management Company **a minimum of seven (7) working days in advance** to coordinate the time of arrival and to insure availability of the designated elevator.

Owners or their Tenants who wish to move in or out without using a professional moving company may do so providing they meet all the requirements of the moving companies, i.e., scheduling the elevator seven (7) days in advance of the move and accompanying the Association's Representative on walk-throughs before and after the move.

SUGGESTIONS FOR MOVING PREPARATION

Make a Plan

You will save time and money if you plan the location of your furniture in your new home before it is delivered by the moving company.

Be Sure You Know:

- Your Unit number.
- The day, date and the block of time you are assigned for the Move-In/Out and have verified this with your moving company.
- The size of the designated moving elevator and hallways. The elevator door in building 4 measures 48" wide and the interior portion of the elevator measures 84" x 45". The height of the elevator is 7'-8". **THE FINISH ON THE ELEVATOR AND HALLWAY WALLS IS EASILY DAMAGED AND EXPENSIVE TO REPAIR.** Measure your large items to be sure they fit through the standard door openings and elevators.
- **At no time are any doors to the building to be left open.**
- All moves and deliveries to building 4 must be brought in through the entrance located in the alley behind the building, which is accessible from Molino Street. **AT NO TIME SHOULD THE FRONT ENTRANCE TO THE BUILDING BE USED FOR UNLOADING OF EQUIPMENT OR FURNITURE.**

AFTER MOVING IN

Boxes and Packing Materials

At the end of the move the hallways and elevator must be cleared of all debris.

All trash and debris must be carried off-site on a daily basis by your moving company. The trash

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dumpsters inside the garage may not be used for disposing of debris. Please contact the Property Management Company for further details.

Any Owner who disregards this regulation by leaving packing materials and boxes in the hallways will be required to cover the cost of having a contractor remove this nuisance and fire hazard.

FUTURE MOVES & DELIVERIES

In the event that you find it necessary to move or have any items delivered that require two (2) or more persons to transport, the Owner must file the Move-In/Move-Out Agreement with the Association prior to such a move or delivery and schedule the delivery/move with the Property Management Company in advance. A walk-through before and after the move will be conducted with the individual or individuals making the move or delivery.

Please remember the intent of these guidelines is to assure the enjoyment of all and to minimize damage to common areas. Thank you for your efforts and consideration.



B A R K E R

B L O C K

**BARKER BLOCK HOA AGREEMENT
OWNER RESPONSIBILITY FOR MOVE-IN/MOVE-OUT**

Owners, please read, sign and return this Move-In/Move-Out Agreement to the Property Management Company PRIOR to beginning your move, or that of your tenant(s), for which you are also responsible.

As an Owner of the Barker Block Homeowners Association, I have read the Move- In/Move-Out Procedures for Barker Block located within the Residential Handbook for Barker Block.

I understand that a non-refundable fee of \$200 (check only made payable to TriProvide Moves plus a refundable deposit of \$500 (check only made payable to Barker Block HOA) must be provided to the moving coordinator (7) business days prior to the scheduled move-in/move-out. The deposit is applicable to all damage, repair, cleaning, going over the allotted move time, losses or other liabilities and charges incurred as a result of the move. Additionally, as the Owner, I accept total responsibility for the cost of any damage, repair, cleaning, losses or other liabilities that may exceed the amount of the deposit. If a Tenant is involved, I may pass on that cost to the Tenant.

I further understand and agree that if the Move-In/Move-Out requires more than the allotted time, the move may be interrupted to allow for other scheduled moves. In addition, I may be charged additional fees for exceeding my allotted time. In addition, penalty fees at a rate of \$37.50/hr. may be charged for exceeding the allotted time.

I understand that if for any reason, I, or my Tenant, need to cancel or reschedule the move; I must inform Management at least 48-hours in advance. Failure to do so will result in a rescheduling/cancellation charge of \$75.

I understand and agree to all terms as described in the Move-in/Move-out Procedures of the Residential Handbook.

Unit Owner(s) Name (print)

Date

Owner Signature

Unit No. _____

Please send your completed form to:

*Professionally Managed by Action Property Management, Inc.
530 S. Hewitt Street, Los Angeles, CA. 90013
Email: NTaylor@ActionLife.com
www.BarkerBlockHOA.com*

BARKER BLOCK HOMEOWNERS ASSOCIATION

WAIVER OF CLAIMS, RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

Property Address: _____

Resident User's Name (please print): _____

Property Owner's Name (if different from resident user): _____

I, _____, am the resident of the property located at the above-listed address. I desire to access, enter into, or otherwise utilize the Association's "Common Area Facilities," including the Roof Deck, community pool, spa, BBQ areas, fire pit, fitness center, chaise lounges, cabanas, and other communal seating areas, during the ongoing COVID-19 pandemic as the Association reopens them as permitted under applicable State, County and local Orders and pursuant to all Rules and guidelines adopted by the Association.

I hereby acknowledge and understand that, while the Association will take efforts to sanitize and/or disinfect the Common Area Facilities, such access to and use of these facilities may expose me to the risk of contracting COVID-19. I acknowledge and agree that the Association cannot guarantee the airspace or surfaces within the Common Area Facilities will remain free of viruses at all times. I hereby agree to adhere by all Rules and guidelines in effect relating to the use of the Association's Common Area Facilities.

I warrant and represent that I have taken and/or exercised all recommended and reasonable precautions to protect myself and others which I may come into contact with, from the existence and spread of COVID-19. I understand and acknowledge that it is my sole responsibility to continue to adequately exercise the proper care and precautions to protect myself from exposure to COVID-19. I further warrant and represent that neither I, nor any member of my household, have been diagnosed with, designated as being at high risk of exposure to, or ordered quarantined, due to the COVID-19 virus, or is experiencing its symptoms. If any of the above representations can no longer be made, I agree to immediately notify the Association and refrain from using the Association's Common Area Facilities.

I voluntarily access, enter into, or otherwise use the Common Area Facilities while being fully aware of the risks and/or dangers involved, and I knowingly and willingly assume all risk of injury, loss, damages and/or death arising therefrom. I hereby fully waive all claims and related expenses (including attorneys' fees and costs) that I have or may have in the future against the Association and its officers, directors, committee members, employees, agents, attorneys, insurance carriers, successors and assign arising from my voluntary access to and/or use of the Association's Common Area Facilities during the COVID-19 pandemic. I hereby expressly release and hold harmless the Association and its officers, directors, committee members, employees, agents, attorneys, insurance carriers, successors and assign from all claims for damages, demands and liabilities (including attorneys' fees and costs) which may arise from my voluntary access to and use of the Association's Common Area Facilities during the COVID-19 pandemic.

This Waiver of Claims, Release of Liability and Hold Harmless Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING AGREEMENT, THAT I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

Date: _____

Signature: _____

Print Name: _____

If resident user is a minor, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to access, enter into, or otherwise utilize the Association's Common Area Facilities during the COVID-19 pandemic, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding use of the Association's Common Area Facilities.

Date: _____

Parent/Responsible
Adult Signature: _____

Print Name: _____

Relationship to Minor: _____