



CALIFORNIA
ASSOCIATION
OF REALTORS®

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 34077 pacific coast hwy guest home (upper), dated _____, on property known as 34077 Pacific Coast Hwy - guest house

in which _____

is referred to as ("Buyer/Tenant")

Tenant hereby waives any protection allowed under all applicable laws including Covid eviction laws, if he does not fulfill the terms of this agreement. Occupant further agrees to pay all landlord's legal fees should any be required to regain possession of the premises. *ALL TENANTS SHALL GET VACCINATED FOR COVID. JK*

This agreement shall not be binding unless and until all parties have signed.

It shall not be modified in any way except in writing by all parties.

The undersigned have executed this Agreement on the dates below:

Date _____ Owner/Landlord Joan Knapp

Joan Knapp, Trustee

The Joan Beverly Knapp Living Trust

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

Date _____

Date 3-22-21

Buyer/Tenant _____

Seller/Landlord Joan Knapp

Buyer/Tenant _____

Seller/Landlord _____

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ADDENDUM (ADM PAGE 1 OF 1)



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Joan Knapp

TENANT LEASE ADDITIONAL PROVISIONS

- \$500.00*
- 1) ~~NONREFUNDABLE~~ NONREFUNDABLE CLEANING FEE UPON LEAVING
 - 2) WASHING MACHINE AVAILABLE WITH LINE DRYING UPPER LEVEL
 - 3) WASHER DRYER IN LAUNDRY. USE BETWEEN 8:00 AND 3:45/NOT LATER.
 - 4) TENANT MAY NOT USE ANY AREA OUTSIDE THEIR PERSONAL SPACE FOR STORING PERSONAL ITEMS
 - 5) POOL AREA IS AVAILABLE FOR EVERYONE UNTIL 8:00 PM UNLESS AGREED UPON FOR A SPECIAL OCCASION
 - 6) PLEASE CONSERVE WATER AS WE ARE IN A DROUGHT
 - 7) TENANT MAY PLANT AND TEND GARDEN IN AN APPROVED AREA
 - 8) 10 MPH SPEED LIMIT O PREMISES, BECAUSE OF PETS
 - 9) ABSOLUTELY NO SMOKING, VAPING. OR DOING DRUGS
 - (10) PLEASE BE CONSIDERATE REGARDING VOLUME OF TV AND MUSIC, ESPECIALLY AFTER 8:00 P.M.
 - (11) PLEASE NO SCENTED CANDLES OR INSENCE IF YOUR NEIGHBOR OBJECTS.

Hold Harmless Agreement

This Hold Harmless Agreement ("Agreement") is made effective on _____ by and between the Joan Beverly Knapp Living Trust and The Steven John Living Trust, of 34077 Pacific Coast Highway, Malibu, California 90265 and _____ of 34077 Pacific Coast Highway, Malibu, California 90265. the Joan Beverly Knapp Living Trust and The Steven John Living Trust and _____ are sometimes individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, _____ desires to use the Joan Beverly Knapp Living Trust and The Steven John Living Trust's property located at 34077 Pacific Coast Highway, Malibu, California 90265 ("Property") Tenant; and

WHEREAS, in exchange for making the Property available to _____ for such purposes, _____ desires to hold harmless the Joan Beverly Knapp Living Trust and The Steven John Living Trust from any claims and/or litigation arising out of _____'s use of the Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Joan Beverly Knapp Living Trust and The Steven John Living Trust and _____ hereby agree as follows:

Hold Harmless. _____ shall fully defend, indemnify, and hold harmless the Joan Beverly Knapp Living Trust and The Steven John Living Trust from any and all claims, lawsuits, demands, causes of action, liability, loss, damage, and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of _____, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Joan Beverly Knapp Living Trust and The Steven John Living Trust for all legal fees, expenses, and costs incurred by it.

Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

Amendment and Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties relating to such matters.

Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under California law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under California law.

Applicable Law. This Agreement shall be governed exclusively by the laws of California, without regard to conflict of law provisions.

Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of California. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

Signatures. This Agreement shall be signed on behalf of the Joan Beverly Knapp Living Trust and The Steven John Living Trust by Joan Knapp, Trustee for both, and on behalf of _____ by _____, Tenant, and effective as of the date first written above.

the Joan Beverly Knapp Living Trust and The Steven John Living Trust

By: _____ Date: _____

Joan Knapp
Trustee for both

By: _____ Date: _____

Tenant

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