

Subject Property: 1234 MAIN ST ANYCITY, CA 92507-5020 APN#: 1234-123-123 **Ordered By:** John Smith The Escrow Company (123) 123-1234 **Bill To:** John Smith The Escrow Company (123) 123-1234

Product Description	Billing Terms	Amount Owed
Rental Property Flood NHD Report	Check	\$19.95

\$19.95

# **RENTER FLOOD DISCLOSURE**

This Natural Hazard Disclosure ("Report") complies with California Government Code Section 8589.45 (a). The maps and data cited herein were reviewed using the assessor parcel number ("APN") and/or the physical address listed in this Report ("Property"). Not all publicly available data regarding the Property is included in this Report. No physical inspection of the Property has been performed. Therefore, MyNHD, Inc. ("MyNHD") recommends a Certified Engineering Geologist or Professional Engineer be consulted to address specific concerns about the Property. This Report was prepared in accordance with, and therefore subject to, all of the conditions and limitations stated in the Report including the "Terms and Conditions" contained therein. An explanation of each category of disclosure is included later in this Report. The terms "No Map" or "Not Mapped" indicate that a disclosure map is not available from the governmental agency relative to specific disclosure in this Report. MyNHD has relied upon the statutes identified and has reviewed the maps and records specifically required for disclosure pursuant to California law. This information is made available to the public so that determinations if and to what extent each statute applies to the Property can be made. Receipt/use of this Report by recipient or any third party constitutes acceptance of the Terms and Conditions detailed at the end of this Report. This Report is not a policy of insurance or a warranty. This Report is prepared by MyNHD to comply with California law relating to public record information in connection with the rent/lease of residential real estate. Please read the Terms and Conditions carefully.

Please return bottom portion with payment. Please do not staple check to stub.

Received from: The Escrow Company

**1234 MAIN ST ANYCITY, CA 92507-5020** 1234-123-123

Make Checks Payable to:

MyNHD, Inc. PO Box 241426 Los Angeles, CA 90024

REPORT NUMBER: 4597-199 Amount Due **\$19.95** 





Report Date: 1/4/2023 Report Number: 4597-199 Subject Property: 1234 MAIN ST APN: 1234-123-123 Page Number: 1 (Signature Page)

### **MyNHD FLOOD & LANDLORD DISCLOSURE REPORT**

APN: 1234-123-123 ADDRESS: 1234 MAIN ST ANYCITY, CA 92507-5020

Property Owners:

Property Tenants:

In accordance with section 8589.45. (a) In every lease or rental agreement for residential property entered into on or after July 1, 2018, the owner or person offering the property for rent shall disclose to a tenant, in no smaller than eight-point type, the following:

- (1) That the property is located in a special flood hazard area or an area of potential flooding, if the owner has actual knowledge of that fact. For purposes of this section, "actual knowledge" includes the following:
  - (A) 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.
  - (B) The property is located in an area in which the owner's mortgage holder requires the owner to carry flood insurance.
  - (C) The owner currently carries flood insurance.
- (2) That 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. The disclosure shall include the Internet Web site address for the MyHazards tool maintained by the office. (<u>http://</u><u>myhazards.caloes.ca.gov/</u>)
- (3) That 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) That 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 is deemed adequate to inform the tenant.

SPECIAL FLOOD HAZARD AREAS					
SUBJECT PROPERTY	х	IS		IS NOT	LOCATED IN A SPECIAL FLOOD HAZARD AREA

Special Flood Hazard Areas have been mapped by the Federal Emergency Management Agency (FEMA) on their Flood Rate Insurance maps. Special Flood Hazard Areas are located with the 100 year flood plain and are designated as either Zone A (Inland area) or Zone V (Coastal areas). Flood insurance is required by lenders for properties located within a Zone A or Zone V.FEMA periodically removes a property or a group of properties from a Special Flood Hazard Area based on information provided by cities, counties, or homeowners. The revised status of the property or properties is provided in a Letter of Map Amendment (LOMA) or in a Letter of Map Revision (LOMR). A search for a specific LOMA or LOMR is outside the scope of this report. Please visit www.fema.gov to search for a specific LOMA or LOMR.

Irrespective of the FEMA determination as to whether the subject property is located in a special flood hazard area, the subject property may be subject to limitations on development due to concerns over potential flooding. If there are concerns relative to the viability of potential development on the subject property an inquiry should be made with the local building and safety department.

## AREAS OF POTENTIAL FLOODING FROM DAM FAILURES

SUBJECT PROPERTY X IS IS NOT LOCATED IN A DAM INUNDATION ZONE

Maps have been prepared for most dams in the State of California that show the potential flooding areas due to dam failure. The maps are reviewed and approved by the California Office of Emergency Services. Local offices of emergency services have prepared evacuation plans in the areas affected by potential dam failure inundation.

Dam Name(s): Boxsprings

THESE HAZARDS MAY LIMIT YOUR ABILITY TO TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE FLOOD HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A FLOOD HAZARD. LANDLORD AND TENANTS MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Owner	Date
Signature of Owner	Date
Signature of Tenant	Date
Signature of Tenant	Date



### LANDLORD REQUIRED DISCLOSURES & NOTICES

The following disclosures and notices are required to be made by landlords to new tenants pursuant to California Law. There may be other disclosures required by California law, or local disclosure requirements depending on the City or County, in which the rental unit is located that are not contained herein. It is the Landlord's responsibility to ensure all legally required notices and disclosures are provided to the Tenant. For more information regarding California Landlord and Tenant rights and responsibilities please see the California Department of Real Estate's <u>California Tenants Guide to Residential Tenan's and Landlord's Rights and Responsibilities</u>.

1. NOTICE OF MEGAN'S LAW: Every landlord must provide new tenants with notice pursuant to <u>California Penal Code Section 290.46</u>, providing information about specified registered sex offenders is made available to the public via an Internet Website 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. California Law (AB 488), signed by the Governor on September 24, 2004, provides the public with Internet access to detailed information on registered sex offenders. The Sex Offender Tracking Program of the California Department of Justice maintains the database of the locations or persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.46 of the Penal Code. The online database is updated with data provided by local sheriff and police agencies on an ongoing basis. It presents offender information in 13 languages; may be searched by sex offender's specific name, zip code, or City/County provides access to detailed personal profile information on each registrant; and includes a map of the neighborhood surrounding any particular property. For more information regarding Megan's Law, please see the following resources:

**California Department of Justice Information Sources:** Megan's Law Sex Offender Locator Web Site: <u>http://www.meganslaw.ca.gov</u>. California Department of Justice Megan's Law Email Address: meganslaw@doj.ca.gov.

Local Information Locations for the Subject Property: All sheriffs' departments and every police department in jurisdiction with a population of 200,000 or more are required to make a CD-ROM available free to the public for viewing. Although not required, many other law enforcement departments in smaller jurisdictions make the CD-ROM available as well. Please contact the local law enforcement department to investigate availability.

- 2. <u>ASBESTOS NOTIFICATION: California Health and Safety Code Sections 25249.5-25249.13</u> requires landlords to disclosure to all new tenants of residential property built before 1981 that the property may contain asbestos. Landlords of properties built before 1981 are strongly urged to disclose the presence of asbestos whenever they discover or reasonably suspect the presence of asbestos at the property.
- 3. <u>CARCINOGENIC MATERIAL</u>: In 1986, California voters approved the Safe Drinking Water and Toxic Enforcement Act of 1986 (known as "Proposition 65"). The Act requires any landlord with 10 or more employees to post a warning in conspicuous locations at the rental property, providing a warning to tenants of possible exposure to chemicals (listed by the State of California) that cause cancer, birth defects or other reproductive harm if the landlord suspects or knows the chemical is present at the rental property. Examples of listed chemicals include, but are not limited to, arsenic, asbestos, benzene, and lead.

For more information, please visit the State of California's Proposition 65 website at <a href="https://www.p65warnings.ca.gov/">https://www.p65warnings.ca.gov/</a>. (California Health and Safety Code Sections 25249.5-25249.13)

- 4. <u>CONDOMINIUM CONVERSION PROJECT</u>: A rental unit may be in a condominium conversion project. A condominium conversion project is an apartment building that has been converted into condominiums or a newly constructed condominium building that replaces demolished residential housing. Before the potential tenant signs a rental agreement, pursuant to <u>California Government Code Section 66459</u>, a rental unit may be in a condominium conversion project the owner or subdivider of the condominium project must give the tenant written notice that:
  - The unit has been approved for sale, and may be sold, to the public, and
  - The tenant's rental agreement may be terminated (ended) if the unit is sold, and
  - The tenant will be informed at least 90 days before the unit is offered for sale, and
  - The tenant normally will be given a first option to buy the unit.

The notice must be in legally required language. This notice requirement applies only to condominium conversion project that have five (5) or more dwelling units and the have received final approval. If the notice is not given, the tenant may receive actual moving expenses not exceeding \$1,100 and the first month's rent on the tenant's new rental unit, if any, not to exceed \$1,100. These notice provisions do not apply to: (a) projects of four (4) dwelling units or less, or (b) as a result of transfers due to court order (including probate proceedings), foreclosure proceedings, or trusts.

In some cities, additional requirements for condominium conversions may apply, or certain types of condominium conversions may be prohibited, that are not contained in this Report.



- 5. <u>DEMOLITION PLANS</u>: The owner of rental property who has applied for a permit to demolish the dwelling unit must give written notice of this fact to a prospective tenant before accepting any fee from the tenant or entering into a rental agreement with the tenant, pursuant <u>to California Civil</u> <u>Code Section 1940.6.</u> (The owner must give notice to current tenants, including tenants who have yet to move in, before applying for permit.). The notice must state the earliest approximate date that the owner expects the demolition to occur, and that the tenancy will end.
- 6. <u>DEATH IN A RENTAL UNIT</u>: California law, specifically <u>California Government Code Section 1710.2</u>, requires a landlord to disclose to a prospective tenant a death and the manner of such death that occurred at the rental unit within the last three years. The landlord is not required to disclose that an occupant of the rental unit was living with human immunodeficiency virus ("HIV") or died from AIDS-related complications. The law does not protect an owner, however, from liability for making any intentional misrepresentations in response to a direct inquiry from a prospective tenant who asked about a death at the rental unit.
- 7. LEAD BASED PAINT: 24 Code of Federal Regulations Section 35.88, requires that if the rental unit was constructed before 1978, the Owner must comply with all of the following requirements: (A) The landlord must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling before the tenant signs the rental agreement. The landlord must also give the tenant a copy of the federal government's pamphlet, "Protect Your Family From Lead in Your Home" (available by calling (800) 424- LEAD, or online at <a href="https://www.epa.gov/lead/protect-your-family-lead-your-home">https://www.epa.gov/lead/protect-your-family-lead-your-home</a>), before the tenant signs the rental agreement; (B) The landlord is not required to conduct any evaluation of the lead-based paint, or to remove it; (C) The rental agreement must contain a lead warning statement in legally-required language, and (D) The landlord also must give potential tenants and tenants a written Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.
- 8. <u>MILITARY BASE EXPLOSIVES</u>: A landlord who knows that a rental unit is within one mile of a closed military base in which ammunition or military explosives were used must give written notice of this fact to a prospective tenant pursuant to <u>California Civil Code Section 1940.7</u>. California law requires that the landlord give the tenant this notice before the tenant signs a rental agreement.
- 9. <u>PERIODIC PEST CONTROL TREATMENTS</u>: California law requires a pest control company to provide written notice to the landlord and tenants of any rental property regarding pesticides to be used when the company provides an initial treatment as part of an ongoing pest-control service contract. Pursuant to <u>Business and Professions Code Section 8538 & Civil Code Section 1940.08</u>, the landlord must give a copy of this notice to every new tenant who will occupy a rental property that will be serviced under the pest control company service contract.
- 10. NOTICE OF METHAMPHETAMINE OR RELATED HAZARDOUS CHEMICAL CONTAMINATION: Residential property that was used for methamphetamine production may be significantly contaminated.

Local health officers are required to make an assessment of a rental property after receiving notification form a law enforcement agency of a potential contamination of a known or suspected contamination of methamphetamine laboratory activity in a residential property. A local health officer who inspects a rental property and finds that is contaminated with a hazardous chemicals related to methamphetamine laboratory activities must issue an order prohibiting use or occupancy of the rental property. This order must be served on the property owners and all occupants. The owner and all occupants must vacate the affected rental property until the health officer sends the owners a notice that the property requires no further action.

The owner must give written notice of the health officer's order and a provide copy of it to potential tenants who have completed an application to rent the contaminated property. Before signing the rental agreement, the **tenant must acknowledge** in writing that they have received the notice and order. The tenant may void (cancel) the rental agreement if the owners does not comply with these requirements. (Health and Safety Code Sections 25400.10-25400.46, effective January 2006.)

11. <u>TOXIC MOLD</u>: California Health and Safety Code Section 26148 requires landlords who are aware of that a rental property is contaminated with toxic mold must notify prospective tenants in writing. In addition, landlords must supply tenants a consumer handbook provided by the State Department of Health Services on the health risks of mold.

Please see the following link <u>California Department of Health Mold and Moisture Booklet</u> for a copy of the California Department of Health Booklet on what do if your property is contaminated with mold and moisture.



- 12. INFORMATION REGARDING BED BUGS: Prior to entering into a rental agreement with a new tenant, a landlord must provide written notice to a prospective tenant of the following general characteristics of bed bugs pursuant to <u>California Civil Code Section 1954.603</u>:
  - 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.

The following are common signs and symptoms of a possible bed bug infestation:

- 1. Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- 2. Molted bed bug skins, white, sticky eggs, or empty eggshells.
- 3. Very heavily infested areas may have a characteristically sweet odor.
- 4. 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.

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For more information regarding bed bugs, see the following websites: United States Environmental Protection Agency: <u>EPA Bed Bugs: Get Them</u> <u>Out and Keep Them Out</u> and the National Pest Management Association: <u>PestWorld.org Bed Bugs: Pest Control and Exterminator Information</u>



#### **TERMS AND CONDITIONS**

1. This MyNHD Renter Disclosure Report is not an insurance policy. It is the product of a service designed to satisfy disclosure requirements so that owners/ sellers of residential property and their brokers may inform their renters and tenants as to natural hazards which appear on public databases. These publicly available databases are not maintained by MyNHD. They are updated and maintained by agencies which make their information available to the public. MyNHD assembles its reports from the information that is currently available as of the date of its report and is not responsible for updates, amendments, or changes that are made available after the date of the report.

2. This MyNHD Renter Disclosure Report is based solely on the property identification and location supplied by the owner or his agent. It is the responsibility of the owner or his agent to confirm that the property, which is the subject of the report, is correctly identified, located, and characterized as being residential property. It is also the responsibility of the owner or his agent to disclose to buyer and MyNHD (a) any incorrect or incomplete features of this report and (b) any matters which are known or should be known by seller and his broker which may not be disclosed in this report. The property search is on a single residential parcel and does not include a search of secondary parcels or easements or common areas (in the case of condominium properties).

3. This MyNHD Renter Disclosure Report is provided solely to the recipient(s) and may not be relied upon by anyone else in making statutory disclosures to the tenants. Acceptance and use of this report constitutes acceptance and agreement to be bound by the terms, limitations, and conditions stated in the report. The information contained in this report may affect decisions to purchase insurance policies to cover potential damages which may arise from the natural hazards disclosed in this report.

4. This MyNHD Renter Disclosure Report is subject to the terms, limitations and conditions stated in this report. In the event that the seller, or his broker, report any inaccuracies, errors, or omissions, MyNHD's only obligation is to provide a corrected report. In the event of any claim tendered concerning the information in this report, MyNHD's liability in any case other than gross negligence, is limited to actual damages. In no case shall MyNHD have any liability for speculative damages, lost profits, or any direct or indirect, incidental or consequential damages arising in any connection whatsoever with the preparation or use of this report. If any dispute arises in connection with this report, the parties agree that the jurisdiction to deciding such dispute shall be venued in Los Angeles County, California.