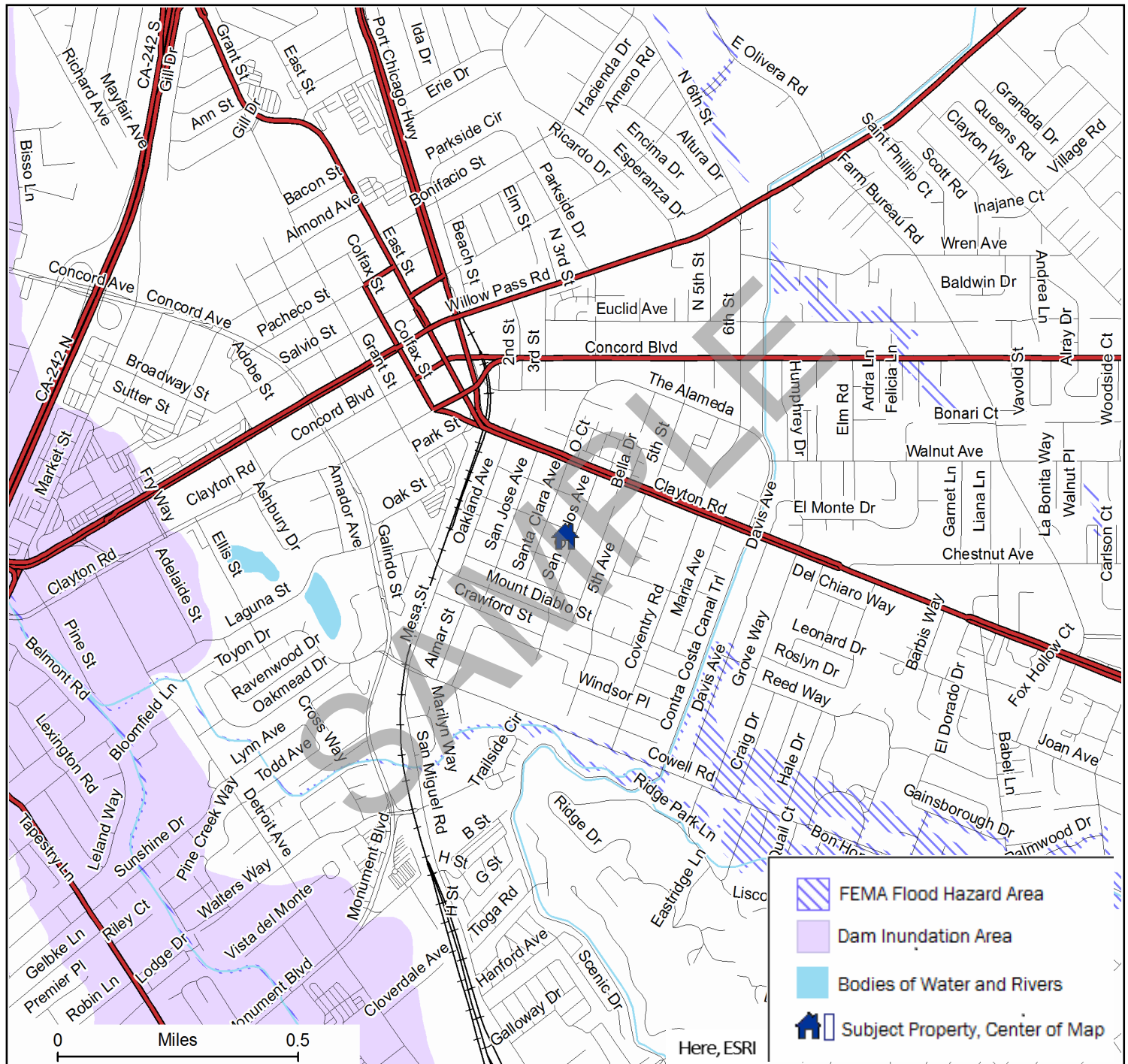


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FEMA Special Flood Hazard Area and Dam Inundation Area



IS ☐ IS NOT ☒ Located in a FEMA Special Flood Hazard Area

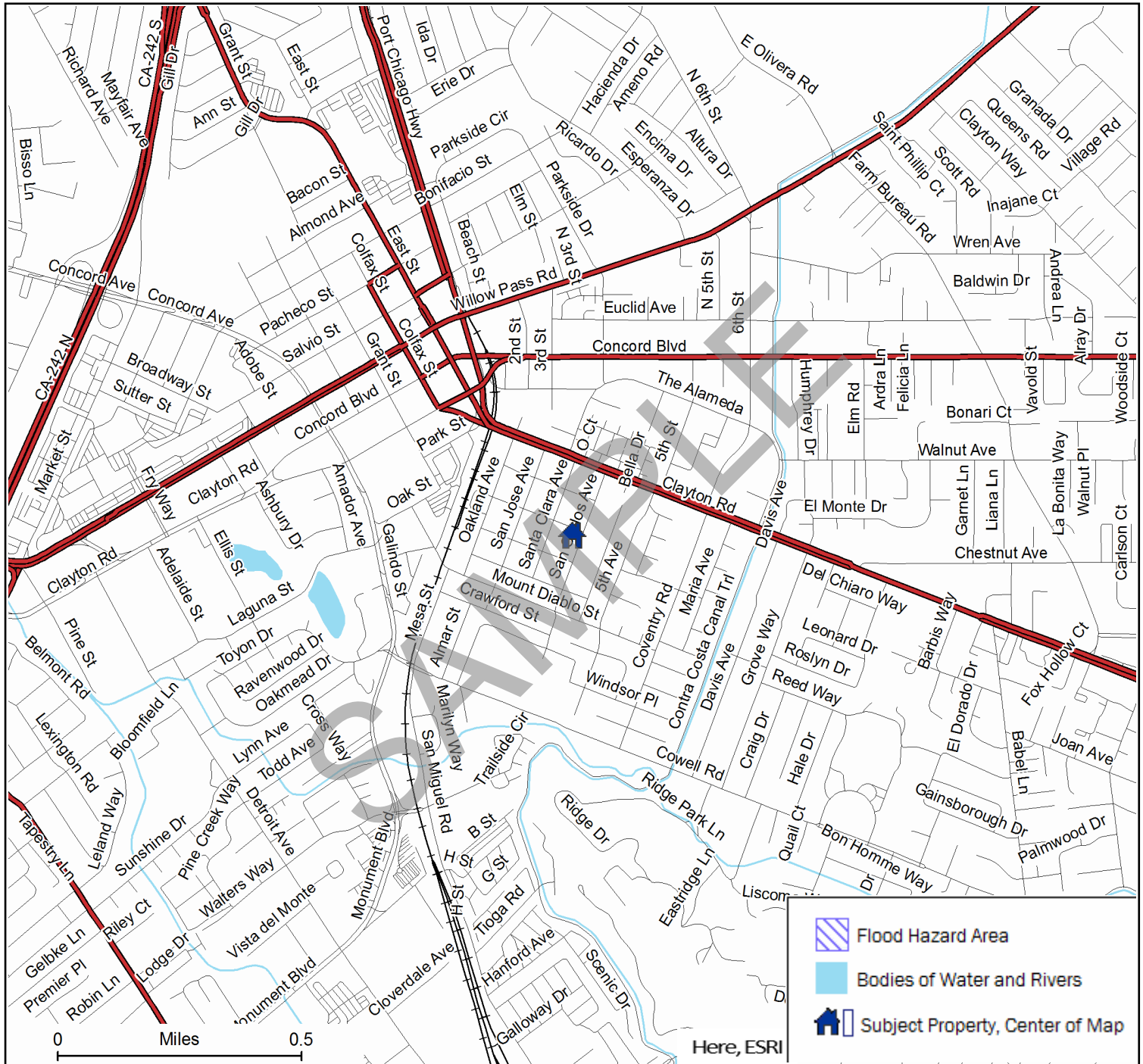
IS ☐ IS NOT ☒ Located in a Dam Inundation Area

This map is for your aid in locating flood hazard areas in relation to the subject Property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

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Local/Supplemental Flood Hazard Area



IS ☐ IS NOT ☒ Located in a Local/Supplemental Flood Hazard Zone

This map is for your aid in locating flood hazard areas in relation to the subject Property described above. Please verify street address and /or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California law.**

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Pursuant to California Government Code 8589.45, the owner or person offering the property for rent shall disclose to the tenant that the property is located in a special flood hazard area or an area of potential flooding, if the owner: a) 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, and c) the owner currently carries flood insurance. Furthermore, 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.

Disclosure Source reviews specific public records to determine whether the property is located in any of the two statutorily defined flood hazard zones described below.

SPECIAL FLOOD HAZARD AREA

Pursuant to federal law, the Federal Emergency Management Agency (FEMA) is required to identify and designate areas that are subject to flooding as part of the National Flood Insurance Program. A "Special Flood Hazard Area" (any type Zone "A" or "V") as determined by FEMA is an area where all or a portion of the property has a 1% chance each year of being inundated by flood waters. If a property is located in a Special Flood Hazard Area, the cost and availability of flood insurance may be affected. Properties not located in a Special Flood Hazard Area are not relieved from the possibility of sustaining flood damage. A few areas are not covered by official Flood Insurance Rate Maps. If information is not available, Disclosure Source recommends that the tenant contact the local jurisdiction's planning and building department to determine the potential for flooding at the subject Property .

Source(s) of data: Title 42 United States Code Section 4101

Based on a review of the Flood Insurance Rate Map(s) issued by FEMA, the subject Property:

☐ IS ☒ X IS NOT located in a Special Flood Hazard Area ☐ Do not know and information not available

DAM INUNDATION / AREA OF POTENTIAL FLOODING

The State of California Office of Emergency Services is required to review, approve and maintain copies of the maps that have been prepared and submitted to them by local governmental organizations, utilities or other owners of any dam in the state. The maps delineate areas of potential inundation and flooding that could result from a sudden, partial or total dam failure. Dams in many parts of the world have failed during significant earthquakes, causing flooding of those areas in the pathway of the released water. Legislation also requires appropriate public safety agencies of any city, county, or territory of which is located in such an area, to adopt/implement adequate emergency procedures for the evacuation and control of populated areas near/below such dams.

Source(s) of data: Government Code Section 8589.5

Based on a review of the official map(s) available through the State of California, Office of Emergency Services, the subject Property:

☐ IS ☒ X IS NOT located in a Dam Inundation Zone ☐ Do not know and information not available

LOCAL/SUPPLEMENTAL FLOOD HAZARD ZONE

Disclosure Source has obtained maps that are both official and publicly available from city, county, and state sources that supplement the statutory flood hazard information. Local/Supplemental flood zones include information in addition to, or different from, the areas mapped on Flood Insurance Rate Maps by the Federal Emergency Management Agency or Dam Inundation zones as reported by the California State Office of Emergency Services. These can include tsunamis, seiches (inland lake tsunamis), runoff hazards, historical flood data and additional dike failure hazards.

Disclosure Source has only reviewed maps that are available in a usable format and at an appropriate scale to delineate where hazards may exist on a single parcel basis. The foregoing statement should be considered a part of the Disclaimers of this Disclosure Report and those Disclaimers apply to this Statement. Please refer to them for further information.

If a portion or all of the property is located within one of these hazard areas, Disclosure Source recommends that the owner and tenant contact their insurance company to ascertain the availability and cost of flood insurance.

Based on the maps obtained, the subject Property:

☐ IS ☒ X IS NOT located in a supplemental Flood Hazard Zone ☐ Do not know and information not available

ADDITIONAL INFORMATION:

NONE

Tenant(s) may obtain information about hazards, including flood hazards that may affect the property from the Office of Emergency Services website :

<https://myhazards.caloes.ca.gov/>

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FLOOD INSURANCE NOTICE

Floods can have a devastating effect on communities, causing loss of life, property damage, and loss of income, and can have an adverse effect on government functioning. As such, the federal government has designed measures that are intended to aid in disaster assistance by encouraging insurance coverage for those properties in flood disaster areas.

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 risks of loss.

Pursuant to Section 8589.45 of the California Government Code, 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.

ACKNOWLEDGEMENT FOR RECEIPT OF DISCLOSURES AND NOTICES

The owner and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, tenants may rely on this information in deciding whether to rent/lease the subject property. Owner hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated rental of the property.

THE LANDLORD AND HIS OR HER AGENT(S) HAVE PROVIDED THE TENANT(S) INFORMATION INCLUDED WITHIN THE DISCLOSURE REPORT ABOUT:

NATURAL HAZARD DISCLOSURES:

IF THE PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA OR DAM INUNDATION/AREA OF POTENTIAL FLOODING AS PER MAPS FROM CITY, COUNTY, STATE OR FEDERAL SOURCES.

FLOOD INSURANCE NOTICE:

A NOTICE CONTAINING INFORMATION ABOUT THE EFFECTS OF FLOODING AND THE CONSIDERATION OF THE PURCHASE OF INSURANCE

THESE HAZARDS MAY LIMIT YOUR ABILITY 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 NATURAL DISASTER. LANDLORD(S) AND TENANT(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

LANDLORD(S) AND TENANT(S) ACKNOWLEDGE RECEIPT OF THE INFORMATION REFERENCED ABOVE FOR THE ABOVE DESCRIBED PROPERTY

Owner/Landlord _____ Date _____

Owner/Landlord _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

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DISCLAIMERS

ACCEPTANCE OR USE OF THIS REPORT BY ANY PERSON CONSTITUTES AN AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS, AND LIMITATIONS OF LIABILITY, STATED HEREIN.

THIS AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS, AND LIMITATIONS ON LIABILITY, IS MADE REGARDLESS OF WHETHER THE PERSON ACCEPTING OR USING THE REPORT PAID FOR, OR ORDERED, THE REPORT.

THIS REPORT IS NOT A WARRANTY OR A POLICY OF INSURANCE.

TERMS AND CONDITIONS

1. Recipient(s) Defined

"Recipient(s)" shall mean and refer to Landlords, Tenants, and Agents who access a copy of this Report.

2. Report Defined

"Report" shall mean and refer to any disclosure Report prepared by Disclosure Source and made available to the Recipient(s), whether the Report is provided as a hard copy, via email, or accessed via www.DisclosureSource.com

3. No Third Party Reliance

The information contained in this Report is intended for the exclusive benefit and use of the Recipient(s). No person other than the Recipient(s) should rely upon, refer to, or use this Report, or any information contained within this Report, for any purpose. Disclosure Source expressly disclaims all liability, including liability for breach of contract and negligence, to persons other than Recipient(s). The disclosures contained in this Report "shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." California Civil Code section 1103.2(g).

4. Explanation of Services and Limitations

Statutory and Local/Supplemental Disclosures

The purpose of the Disclosure Report is to assist the Recipient(s) in determining whether the property is located in either of two statutorily defined natural hazard areas. Disclosure Source has also obtained maps that are both official and publicly available from city, county, and state sources which supplement this natural hazard information.

In order to prepare this Report, either the Owner/Landlord or respective agents supplied Disclosure Source with the Assessor's Parcel Number ("APN") for the subject property. Disclosure Source has not verified the accuracy of the APN. This Report was prepared based upon such APN, and shall not, and does not, include any property beyond the boundaries of the subject property identified by such APN, including but not limited to, any common interest areas, structures (whether located on the subject property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

Disclosure Source shall not be responsible or liable for any losses, liabilities or damages resulting from an incorrect APN. No determination is made and no opinion is expressed, or intended, by this Report concerning whether the subject property is comprised of legal lots in conformance with the California Subdivision Map Act.

5. Notice to Recipient(s)

Disclosure Source provides the Report for the benefit of all Recipient(s). Disclosure Source considers Recipient(s) to be a contracting party who is subject to the explanation of services, conditions, limitations and disclaimers herein, and by signing the Report, Recipient(s) expressly agrees to receive the services, and be bound by the conditions, limitations and disclaimers herein. This Report is for the exclusive benefit of the Recipient(s). There shall be no third party beneficiaries, and the Report may not be used in any subsequent transaction affecting the subject property or for any other real property.

6. Limitation of Liability

(a) Disclosure Source has prepared this Report solely based upon records and information provided by various governmental and private agencies. Although reasonable care has been exercised by Disclosure Source in compiling the data and information contained in the Report, Disclosure Source has assumed that these records and information are accurate and complete, and Disclosure Source has not conducted any independent verification of their accuracy or completeness. Disclosure Source shall not be liable to Recipient(s) for errors, inaccuracies or omissions in this Report if such errors, inaccuracies or omissions were based upon information contained in the public and private records used by Disclosure Source, or were known to exist by Recipient(s) on the date of delivery of this Report to Recipient(s).

(b) Disclosure Source expressly excludes from liability any disclosures or information (i) not known to Disclosure Source, (ii) not on the maps used by Disclosure Source, (iii) not recorded in the public record as of the date it was reviewed by Disclosure Source, (iv) not included in the categories included in the Disclosure Report, (v) which would be discovered by a physical inspection of the property, (vi) known to any Recipient prior to receipt of the Report, and/or (vii) regarding the health or risk to any humans or other living things which may be associated in way with any of the disclosed hazards.

(c) Disclosure Source is not responsible or liable for the costs of investigating or remediating any of the disclosed hazards.

(d) Disclosure Source shall not be liable for any damages resulting from a Recipient's inability to access the Report.

(e) Any website or hyperlink contained in the Report is provided for informational purposes only, and Disclosure Source is not responsible for the accuracy of any information available from or through any referenced website or hyperlink.

(f) Disclosure Source liability for any claim, or claims, including but not limited to any claim for breach of contract or negligence, is limited to actual proven damages as a result of an error or omission in the Report and shall be measured by the difference in the fair rental market value of the property caused by the error or omission as of the date of the report.

(g) Disclosure Source shall not be liable for any incidental damages, consequential damages, special damages, indirect damages, or lost profits suffered by Recipient(s).

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7. Report Is Not For Credit Purposes

The information collected and disclosed in the Report is not indicative of any person's credit worthiness, credit standing, credit score, credit capacity or any other characteristics listed in Section 1681(a) of the Fair Credit Reporting Act ("FCRA"). The Report shall not be used in any way, or for any purpose, or in any manner that would cause the Report to be construed as a "consumer report" under the FCRA or any similar State or Federal statute, rule, law or regulation.

8. Change in Information

This Report is an "AS IS" Report. Updates to the databases used in this Report are determined by the responsible agency and may be made at any time and without notice. For that reason, Disclosure Source maintains an update schedule and makes reasonable efforts to use updated information. The complexities of obtaining and adapting the data into a usable format for preparing this Report necessitate some delay once the updated information is obtained; therefore, the Report may be considered accurate only as of the date when the database was last reviewed and implemented by Disclosure Source. Subsequent to Disclosure Source's acquisition of government records, changes may be made to said government records and Disclosure Source shall have no obligation to update the Report or to communicate to any Recipient(s), or any other person, any changes, acts, occurrences, circumstances or agreements occurring after the date of the Report, which render inaccurate anything contained in the Report. Disclosure Source may at its sole discretion supplement the Report. The determinations made in the Report are time-sensitive. Disclosure Source shall not be liable for any impact on the Property, or the value thereof, that any change to the government records may have. Disclosure Source is under no duty to update this Report when or if new information is released or becomes available.

9. Notice of Claim

Recipient(s) must promptly notify Disclosure Source in writing of any error or omission, and give Disclosure Source an opportunity to correct such error and omission. All notices and claims shall be addressed to Disclosure Source, Claims Department, 1850 Gateway Blvd, # 400, ANY CITY, CA 94520. Any claim must be given promptly in writing when knowledge is acquired by any Claimant of any information which is contrary to the Disclosure Report. If a written claim notice is not given promptly to Disclosure Source, all liability of Disclosure Source shall terminate with regard to the matters for which a prompt claim notice is required but only to the extent that the failure to give prompt written notice has prejudiced Disclosure Source.

10. Governing Law

These Terms and Conditions, and any Recipient's use of the Report, shall be governed by, and construed in accordance with, the laws of the State of California.

11. Resolution of Disputes (Arbitration or Small Claims)

MANDATORY ARBITRATION. This provision constitutes an agreement to arbitrate disputes on an individual basis. **Any party may bring an individual action in small claims court instead of pursuing arbitration.**

Any claim, dispute or controversy, pursuant to contract or tort law, or otherwise, arising out of or relating to this Agreement, the Report, its issuance, its contents, the disclosures, a breach of the Agreement, any controversy or claim arising out of the transaction giving rise to this Agreement, or the relationships among the parties hereto ("Claim"), shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879.

The arbitration will take place in the same county in which the property is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By receiving this Report, and entering into this Agreement, the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award: any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement to arbitrate, including any claim that all or any part of the Terms and Conditions, including this agreement to arbitrate, is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

As noted above, a party *may* elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

12. Severability

In the event any provision of this Disclosure Report is held invalid or unenforceable under applicable law, this Disclosure Report shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

13. Complete Agreement

These Terms and Conditions constitute the single and entire integrated agreement between Disclosure Source and the Recipient(s), and supersede and replace all prior statements, representations, discussions, negotiations and agreements.