

8.) ENTRY, INSPECTIONS: Landlord may enter the premises with consent of Tenant or upon prior reasonable written notice to Tenant (24 hours shall be deemed reasonable advance notice) for the purpose of: making repairs, alterations or additions; installing, repairing, testing or maintaining smoke detectors; inspecting the premises; or to show the premises to prospective Tenants, purchasers or mortgagees. Entry shall be made during regular business hours. For the purpose of making repairs and showing and inspecting the premises, regular business hours shall be defined as 8:00 AM to 7:00 PM, Monday through Saturday. In the event of an emergency (such as fire or plumbing leak, etc.), Landlord may enter the premises without consent or prior notice. Landlord shall have duplicate or master keys to all locks upon the premises.

9.) DAMAGE TO THE PREMISES: Tenant shall be liable for the cost of repairs of any damage to the premises caused by Tenant or any guest of Tenant. Except as provided by law, such repairs shall be made by Tenant at his/her expense within ten (10) days after notice of need for repair by Landlord or Landlord may, at Landlord's option, cause such repairs to be made at Tenant's expense. The cost of such repair may, at the option of Landlord, be deducted by Landlord from any Security Deposit made by Tenant, and Tenant agrees to replace such expended portion of Security Deposit within five (5) days of receipt of notice. All repairs under this section shall be completed in a reasonable amount of time, for a reasonable cost and to the satisfaction of the Landlord.

10.) ALTERATIONS, SIGNS: Except as provided by law, Tenant shall not make alterations, repairs or decorations to the premises without prior written consent of Landlord. Tenant shall not publicly display any sign or exhibit on the premises without prior written consent of Landlord. Tenant shall not have any wiring—including but not limited to wiring for satellite dishes, cable television, or computers—added to the house without prior written consent of Landlord. **Tenant expressly agrees that no satellite dishes are to be attached to any part of the apartment/house. Satellite dishes must be installed on a post, the location of which must be authorized in writing by Landlord prior to installation.**

_____ (Initial)

11.) MULTIPLE OCCUPANCY: Tenant acknowledges that this agreement is between Landlord and each Tenant executing this agreement jointly and severally, whether or not in actual possession of the premises. In the event of default by any one, each and every remaining Tenant shall be responsible for payment of all rent and all other provisions of this agreement.

12.) HOLDOVER: If Tenant holds over at the expiration of the termination date of the tenancy herein, and Landlord accepts rent thereafter, then this agreement shall remain in full force and effect except that the term of the tenancy shall become month-to-month at the monthly rent then in effect plus \$0.00 per month, unless otherwise agreed by the parties in writing.

13.) SUBLEASING, ASSIGNMENT, LIENS: Tenant shall not sublet the premises or assign this agreement without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant further agrees to not allow any lien or encumbrance to be placed upon the rented premises arising out of any transaction to which Tenant is a party without Landlord's written consent. Tenant agrees that if this agreement is assigned to another individual, Landlord will not release any portion of the Security Deposit. Tenant is responsible for negotiating compensation for Tenant's portion of the Security Deposit with the new individual and/or the remaining Tenants. No assignment is allowed unless the new individual, the leaving Tenant, the remaining Tenants, and Landlord all sign a "Rental Lease Assumption agreement."

14.) ABANDONMENT: Tenant shall not vacate or abandon the premises prior to the expiration of this agreement. If Tenant does abandon, Landlord shall have the right of reentry pursuant to the laws of the State of California.

15.) REENTRY, DEFAULT: Upon material breach of this agreement or default by Tenant, Landlord reserves the right of reentry pursuant to legal proceedings required by the then prevailing laws of the State of California.

16.) POSSESSION: If Landlord is unable to deliver possession of the premises at the time of commencement of this agreement, Landlord shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for rent until possession is delivered. Tenant may terminate this agreement by written notice to Landlord if possession is not delivered within ten (10) days of commencement of the term of this agreement.

17.) NO ROOF ACCESS: Tenant shall not ever put any object whatsoever on the roof, or allow any object to be placed on the roof. Tenant shall not ever access the roof, or allow any person to access the roof.

_____ (Initial)

18.) NOTICES: All notices required by this agreement should be in writing and delivered to the parties as follows:
To the Tenant at the leased premises. To Landlord at:

California-West, Inc.
1380 Broad St.
San Luis Obispo, CA 93401
Or
California-West, Inc.
145 S. Halcyon #H.
Arroyo Grande, CA 93420

Tenant should send notices to whichever of the above locations is where Tenant applied to rent the Premises. If Tenant is uncertain about which address to use, then Tenant may ask Landlord for clarification.

19.) RULES AND REGULATIONS: Tenant agrees to comply with all reasonable Landlord's rules and regulations which are applicable to all Tenants and are in existence at the execution of this agreement. Tenant will also comply with any such rules and regulations adopted from time to time by Landlord as long as they do not substantially change the provisions of this agreement.

_____ **(Initial)** Tenant acknowledges receipt of *Tenant Handbook* and agrees to abide by the policies and procedures therein.

20.) _____ **(Initial) PETS AND SERVICE ANIMALS:** No pets, including but not limited to any animal, bird, fowl, reptile or amphibian, and no aquariums in excess of ten (10) gallons (collectively referred to hereafter as "Pets"), are allowed on the premises without prior written consent of Landlord. Written consent is hereby given for Tenant to have _____. If there is a Pet or Service Animal at the premises during Tenant's residency at the Premises, either authorized or unauthorized, then Tenant must pay for a professional flea spray at the end of Tenant's residency. If upon returning possession of the Premises to Landlord, Tenant fails to also provide Landlord with a receipt proving that a professional flea spray was performed, then Landlord may arrange a flea spray at Tenant's expense.

If Tenant has a Service Animal (as defined below) then that Service Animal is not a "Pet" under this agreement.

If Tenant **ever** allows any Pet to enter the premises, **even for a short visit**, then Tenant agrees to pay \$500 in liquidated damages to Landlord for latent damages resulting from the presence of the Pet. The latent costs associated with Pets at the premises are impossible to exactly calculate until such time as the Tenant vacates the premises and a new resident occupies the premises. For example, and without limitation, Pets can cause damage to carpet padding that is only discoverable by removing all of the carpet at the premises or by the presence of a person who is unusually susceptible to Pet allergies. Other latent damage includes, without limitation, fleas that may be dormant but which are introduced to the premises by the Pet. The cost to repair such latent damage will not be incurred until well after Tenant vacates the premises and Tenant's security deposit is returned to Tenant. Those costs cannot be known as of the date upon which this agreement is being entered.

Tenant and Landlord agree that \$500 is a reasonable estimate of what it will cost to repair the latent damage resulting from the presence of a Pet at the premises.

In addition to paying \$500 for the latent damage resulting from the presence of a Pet, Tenant must also pay for any and all further damage resulting from the presence of the Pet that is obvious from visual inspection of the premises.

A "Service Animal" is any animal that is allowed to be at the premises by operation of law. To the full extent permitted by law, Tenant must promptly notify Landlord of the presence of a Service Animal at the premises and, to the full extent permitted by law, Tenant is fully responsible for any and all damage resulting from the presence of the Service Animal at the premises.

21.) _____ **(Initial) SMOKE DETECTORS/CARBON MONOXIDE DETECTORS:** The premises are equipped with at least one smoke detector and may also be equipped with one or more carbon monoxide detectors. Tenant acknowledges that each such device will be tested at the time of initial occupancy, and agrees to notify Landlord immediately of any defects or malfunctions that may be discovered. Tenant agrees to not tamper with or remove these devices and if the low battery signal beeps, Tenant will immediately replace the battery within twenty four hours of such signal. Tenant agrees to: inspect and test each device monthly; to replace the batteries as needed; to notify the Landlord promptly in writing of any defects or malfunctions; and to not remove, dismantle or otherwise render the devices inoperable.

_____ **(Initial)**

22.) LIQUID FURNITURE: No liquid furniture of any kind is allowed on the premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld if the property was built at such a time that it can support liquid furniture.

_____ **(Initial)** If permission for liquid furniture has been given by initialing as provided, Tenant acknowledges provision of a certificate of insurance to California-West, Inc. no later than the date of this agreement.

23.) TIME: Time is of the essence in each provision of this agreement.

24.) WAIVER: Failure of Landlord to enforce any term hereof shall not be deemed a waiver nor shall it constitute a waiver of subsequent breaches of this agreement. The receipt by Landlord of rent with the knowledge of any breach of a provision of this agreement shall not be construed as a waiver of such breach.

25.) DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this agreement so as to seriously interfere with Tenant's occupancy, either party to this agreement may terminate immediately upon delivery of written notice to the other.

26.) _____ (Initial) HOLD HARMLESS, WAIVER, & RENTER'S INSURANCE: No insurance is provided by Landlord for Tenant's personal property. Tenant agrees to indemnify and hold Landlord harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by Tenant or any other person on the premises with Tenant's consent except as may be caused by the negligence of Landlord.

Additionally, Tenant is required to purchase personal liability insurance or renter's insurance and to name Landlord as having an "Additional Interest" on such policy. Failure to maintain insurance is a material breach of this Agreement and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Agreement or California law.

27.) SEVERABILITY: If any provision of this agreement, or its application, is held invalid, it will not affect other provisions or applications herein which can be given effect without the invalid provision or application. To this end all provisions of this agreement are severable.

28.) MISCELLANEOUS: The headings or titles to paragraphs herein are not part of this agreement and shall have no effect upon construction or interpretation. For purposes of interpretation of this agreement, the masculine shall include the feminine and the singular the plural.

29.) _____ (Initial) INDEMNITY AGREEMENT: Tenants agree to indemnify Landlord against any loss or expense, including attorney's fees, incurred by Landlord as a result of the violation of any law or ordinance on the premises during the term of the agreement except violations that are attributable to an act or omission by Landlord. This indemnity includes, but is not limited to, a violation of any local noise control, pet, or water conservation ordinances. Any amount owed by Tenants to Landlord pursuant to this indemnity shall be considered additional rent and shall be paid by Tenants within three days after a written demand for payment is given to Tenants. A failure to pay the amount due within the three-day period will be a material breach of this agreement.

30.) _____ (Initial) DISCLOSURE OF STATE DATA BASE OF REGISTERED SEX OFFENDERS: As required by California Code Section 2079.10a, the following terms are incorporated into and made a part of this agreement. "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."

31.) ENVIRONMENTAL HAZARDS DISCLOSURE OF INFORMATION FOR HOUSING RENTALS AND LEASES:

Tenant's Acknowledgment (initial)

_____ Tenant has received the pamphlet *ENVIRONMENTAL HAZARDS: A Guide for Homeowners, Buyers, Landlords and Tenants*.

_____ (Initial)

32.) MOLD DISCLOSURE

_____ (initial) Tenant understands that the growth of mold & mildew is primarily due to conditions over which Tenant, not Landlord, has control, namely moisture and ventilation. To reduce occurrence of mold & mildew Tenant agrees to (1) wipe down shower interiors and fixtures following each use, (2) "crack" the bathroom window during and immediately following showering, so as to ventilate steam & moisture, (3) run the bathroom fan if one is installed, during and after each shower, (4) leave the bathroom door open for ventilation after each shower, and **(5) immediately report any mold, mildew, or water leaks to Landlord.**

33.) PROPOSITION 65 WARNING: This property may contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals may include, but are not limited to, tobacco smoke, lead and lead compounds, asbestos, carbon monoxide and gasoline components. Please request a copy of the "OEHHA" pamphlet should you have any questions or concerns regarding this warning.

34.) CHOICE OF LAW, JURISDICTION, VENUE: This agreement is entered into in the city of San Luis Obispo, county of San Luis Obispo, state of California. This agreement is governed by the laws of the state of California. Tenant and Landlord each consent to jurisdiction within the state of California and also that the venue of any dispute arising under this agreement will be litigated in the county of San Luis Obispo, state of California.

35.) NOISE VIOLATIONS: _____ (initial) The city of San Luis Obispo strictly enforces a noise ordinance (San Luis Obispo Municipal Code § 9.12.050) which states as follows:

- 1. Noise disturbance prohibited.

No person shall unnecessarily make, continue or cause to be made or continued, or permit or allow to be made or continued, any noise disturbance in such a manner to be plainly audible at a distance of fifty feet from the property site, building structure, or vehicle in which it is located and shall be considered prima facie evidence of a violation of this section.

IF ANY TENANT(S), OR THEIR GUEST(S), RECEIVE A "DISTURBANCE ADVISEMENT CARD" OR A CITATION FROM THE SAN LUIS OBISPO POLICE DEPARTMENT OR A REPRESENTATIVE OF THAT DEPARTMENT (INCLUDING WITHOUT LIMITATION "SNAP" REPRESENTATIVES) PURSUANT TO THIS ORDINANCE, THEN THE FOLLOWING AMOUNT WILL IMMEDIATELY BE OWED BY TENANT TO LANDLORD AS LIQUIDATED DAMAGES FOR THE COST OF RESPONDING TO SUCH VIOLATION:

Liquidated Damages Amount \$300.00

NO WARNINGS WILL BE ISSUED!

This amount is intended to compensate Landlord for the costs associated with responding to the police department as a result of any such violation caused the Tenant or Tenant's guests. These costs are impossible to exactly determine at the time this contract is being entered into by Landlord and Tenant, but Landlord and Tenant agree that the amount stated above is a reasonable estimate of those costs. PAYMENT WILL BE DUE BY TENANT UPON RECEIVING NOTICE OF VIOLATION.

36.) ATTORNEY FEES, CHOICE OF LAW, JURISDICTION, AND VENUE: If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$1,500.00, plus court costs. Venue for any such proceeding will be in the county of San Luis Obispo, state of California. California law will apply. Tenant and Landlord consent to jurisdiction by the Superior Court of California.

_____ (Initial)

37.) BEDBUGS AND OTHER HOUSEHOLD PESTS. Tenant agrees that Landlord is not responsible for treatment of household pests, including but not limited to ants, spiders, mice and bed bugs (“Household Pests”).

Tenant acknowledges that Landlord has inspected the Property and is not aware of any infestation by Household Pests. Tenant hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking Household Pests. If Tenant stays in a hotel or another home, then Tenant will inspect clothing, luggage, shoes, and personal belongings for signs of Household Pests before re-entering the Property. After guests visit, Tenant will inspect beds, bedding, and upholstered furniture for signs of infestation by Household Pests.
2. Tenant will report any problems immediately to Landlord. Even a few Household Pests can rapidly multiply to create a major infestation.
3. Tenant will cooperate with pest control efforts. In the event of an infestation, or potential infestation, Tenant will comply with recommendations and requests from any pest control specialist, including but not limited to:
 1. Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 2. Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 3. Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 4. Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 5. Wash all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with Household Pests. Discard any items that cannot be decontaminated.
 6. Move furniture toward the center of rooms so that technicians can easily treat carpet edges where Household Pests congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
 7. Tenant agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages, and expenses including but not limited to attorneys’ fees that Landlord may incur as a result of the negligence of Tenant or any guest occupying or using the Property.
 8. Tenant acknowledges that Landlord shall not be liable for any loss of personal property to Tenant as a result of an infestation of Household Pests. Tenant agrees to have personal property insurance to cover such losses.

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.

_____ (Initial)

38.) _____ (Initial) **LEAD PAINT DISCLOSURE OF INFORMATION FOR HOUSING RENTALS AND LEASES: Lead Paint Warning Statement.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlord must disclose the presence of known lead-based paint and lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

Presence of lead-based paint or lead-based paint hazards:

_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Landlord has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

Records and reports available to Landlord:

_____ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment

_____ (initial) Tenant has received copies of all information listed above.

_____ (initial) Tenant has received the pamphlet **Protect Your Family from Lead in Your Home.**

Agent's Acknowledgment

California-West, Inc. has informed Landlord of Landlord's obligation under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

39.) _____ (Initial) **INOPERABLE VEHICLES:** No inoperable vehicles or expired licensed vehicles are allowed to be stored anywhere at or near the Premises. Any of these kinds of vehicles are subject to towing at the vehicle owner's expense without notification.

40.) _____ (Initial) **WATER CONSERVATION:** Local water agencies across California are taking action in the face of record-dry conditions. Many water suppliers are implementing mandatory restrictions on water use and stepping up conservation outreach to help their customers reduce water use and protect water supply reserves. In addition, the State Water Resources Control Board has approved an emergency regulation under which all Californians will be expected to stop: washing down driveways and sidewalks; watering of outdoor landscapes that causes excess runoff; using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle; and using potable water in a fountain or decorative water feature, unless the water is recirculated.

1. Tenant shall take all steps necessary to ensure that he/she is aware of water use restrictions. Most water agencies have toll-free numbers, email alerts and/or websites that provide this information.
2. Tenant shall comply with all water use restrictions. Restrictions can vary from one area to another. Tenant is responsible for obtaining information about the restrictions specific to the City or County in which the Premises are located.
3. Tenant remains responsible for maintaining landscaping at the Premises, including sufficient watering. Any damage resulting from insufficient watering will be repaired at Tenant's expense. This includes, without limitation, labor and materials to install new sod or other landscaping that was inadequately maintained by Tenant.
4. Tenant is responsible for any fines or other costs occasioned by water usage violations that are the proximate result of the Tenant's action. If any such fines or costs are levied on Landlord, Tenant agrees to pay such fines or costs attributed to Tenant's tenancy or the conduct of Tenant, Tenant's guests, or others at the premises. The obligation to pay fines and costs assessed against Landlord may be in addition to any assessed directly against Tenant.
5. Tenant agrees that Landlord may provide Tenant's name and address to the local water agency for the purpose of notifications and enforcement of water use restrictions.
6. Nothing within this paragraph is deemed to be authorization or consent by Landlord to water usage not authorized elsewhere within this Agreement.

41.) _____ (Initial) **Tenant acknowledges receipt of:**

_____ key(s) to premises, _____ key(s) to mail box, _____ remote control device(s) for garage door opener(s), _____ other. Tenant may not re-key existing opening devices unless Tenant immediately delivers copies of all keys to Landlord. Tenant shall pay all costs related to loss of any keys or devices, including without limitation charges imposed by any homeowners' association or the United States Postal Service.

42.) _____ (Initial) Tenants _____ are or are not responsible for maintaining all landscaping areas, except for the following: _____.

43.) **LANDLORD'S RIGHT TO FORFEIT:** Landlord and Tenant agree that Tenant's performance of and compliance with each of the terms herein constitute a condition on Tenant's right to occupy the premises and any failure of compliance or performance by Tenant shall allow Landlord to forfeit this agreement and terminate Tenant's right to possession.

_____ (Initial)

44.) AGENCY DISCLOSURE: California-West, Inc. is the agent of the property owner exclusively and is not Tenant's agent.

45.) ADDITIONAL TERMS, CONDITIONS, COVENANTS: The following are additional terms, conditions and covenants to which the Parties agree:

1. The Returned Check Charge is \$25.00.
2. The charge for late payment of rent is \$50.00.
3. There shall be no smoking or vaping inside the unit. Furthermore, nowhere at the Property shall there be any use or cultivation of marijuana or any drugs that are unlawful under any federal, state, local, or other ordinance and breach of this paragraph is material and shall be cause for eviction.
4. Cost for sewer cleanout caused by disposal of paper towels, sanitary napkins, grease or food into the sewer system shall be paid by Tenant.
5. No satellite dishes are permitted on the property without prior written consent of Landlord.
6. The vestibules, hallways, stairways and other public passages shall not be obstructed by Tenants or their guests, or used by them for any purpose other than to enter or exit their respective apartments. Tenants are specifically prohibited from storing barbecues, chairs, or any other items in these areas.
7. Tenants are advised not to use any off-the-shelf products to clean drains. Any damage to pipes due to drain cleaners will be charged to tenants.
8. Tenants are responsible for replacing light bulbs in their units.
9. No foil paper is allowed on the stove or the bottom of burners. This causes a potential fire hazard. Any damage to the stove due to foil paper will be charged to Tenant.
10. Tenant shall clean the inside and outside of all windows at the Premises prior to vacating. If Tenant fails to do this then Landlord will have the windows cleaned at Tenant's expense.
11. Tenant is advised to not patch any wall. Tenant will be responsible for any damage resulting from any patches done by Tenant to any wall.

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46.) ENTIRE AGREEMENT: The foregoing is the entire agreement between the Parties and may be modified only by writing.

_____ (Initial)

WHEREFORE, we, the undersigned, do hereby execute and agree to this agreement.

LANDLORD:

TENANT:

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

_____(Initial)