

Residential Tenancy Agreement

1. Introduction: _____ (“Owner”), rents to _____ Tenant(s)”, and Renter(s) agrees to rent _____ (the “Premises”). The Premises is provided **Unfurnished**. Appliances provided at tenancy inception described as: _____.

2. Term: The initial term of this rental shall begin on _____ and end on _____, a **XX month lease** and thereafter shall be month-to-month at mutual agreement on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

3. Physical Possession: If Owner is unable to deliver possession of the Premises at the commencement of the term, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Tenant(s) shall not be liable for any rent until possession is delivered.

4. Rent: The initial **monthly** base rent for the Premises shall be _____. All rent is due and payable in advance. All rent shall be paid to _____ or such other person or name as Owner shall designate in writing. Renter(s) agrees always to pay rent by personal check, cashier’s check, or money order and not use cash. Rent shall be paid to Owner at the following address: _____ or at such other place designated by Owner. In the event of roommates, or another form of multiple tenancy, Tenant(s) understands and agrees that rent shall be paid with a single payment and that it is up to Tenant(s) to collect individual checks independently in order to submit a combined, single payment. Tenant(s) bears the risk of loss or delay of any payment made by mail. Owner must receive mailed rent payments on or before the Due Date. Rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent per day. Owner may apply any payment made by Tenant(s) to any obligation of Tenant(s) to Owner notwithstanding any dates or other direction from Tenant(s) that accompanies any such payment. Any attempt by Tenant(s) to allocate a payment in any other way shall be null and void. Owner will accept rent payments only from the actual Tenant(s). No third party checks will be accepted, nor shall Owner be liable to Tenant(s) in any way as a result of refusing any third party check. Should Owner elect to accept a third party check such acceptance shall not be construed as a waiver of this provision.

5. Security Deposit: Before the commencement of the term, Tenant(s) shall pay a security deposit of \$ _____ (the “Security Deposit”) for the purposes set forth in Civil Code Section 1950.5. No trust relationship between Owner and Tenant(s) is created because of the Security Deposit and Owner may commingle the Security Deposit with other funds of Owner. Owner may retain such amounts of the Security Deposit as allowed by law including, but not limited to, Tenant(s)’s obligation to restore, replace or return personal property. Owner shall, within the time period allotted by law, refund any balance after such deductions to Tenant(s) after Tenant(s) has vacated the Premises. Tenant(s) shall not be deemed to have vacated the Premises for purposes of this paragraph until a) Tenant(s) returns to Owner all keys to the Premises, and b) Tenant(s) has surrendered the Premises to Owner free and empty of all persons claiming any right to possess the Premises. Any balance of the Security Deposit and an accounting of any deductions there from will be mailed to Tenant(s) at the Premises unless Tenant(s) provides, in writing to Owner, a mailing address to which the balance, if any, of the Security Deposit and the accounting should be sent. Owner’s check or other draft refunding any balance of the Security Deposit may be made in the name of all original tenants regardless of the party who in fact made the deposit and regardless of the identity of the persons then occupying the Premises. Tenant(s) may not apply the Security Deposit, nor any portion thereof, to the last month’s rent. If any portion of the Security Deposit is applied by Owner to any obligations of Tenant(s) at any time during the tenancy Tenant(s) must, upon 5 days written notice, reinstate the Security Deposit to its full original amount.

If required, Owner shall pay to Tenant(s) simple interest as directed by such law on the amount held as a Security Deposit, provided this tenancy does not terminate before the Security Deposit has been held for one year. Said payment of interest shall be made once a year commencing with the date the Security Deposit has been held for a year. Upon Tenant(s)’s surrender of the



Premise, if the Security Deposit is insufficient to remedy Tenant(s)'s default in rent, to repair damages caused by Tenant(s) and to clean the Premises, Owner may use from the accrued unpaid interest such amounts as are necessary for those purposes. Accrued unpaid interest or balance thereof, if any, shall be mailed to Tenant(s) at last known address in the same manner as any refund of the Security Deposit.

Owner may increase the Security Deposit up to the maximum allowed by law at any time with notice. The parties agree that the Security Deposit is not rent and therefore not subject to the Rent Ordinance.

6. Late Payments: Tenant(s) and Owner agree that Owner will sustain costs and damage as a result of any late payment of rent but that it will be extremely difficult to determine with specificity the actual amount of that damage. Therefore, Tenant(s) agrees to pay a late charge equal to \$200 for any payment of rent not received by Owner within 5 calendar days of the Due Date. The parties agree that this late charge represents a fair and reasonable estimate of the costs and damages that Owner will incur by reason of late payment by Tenant(s). The provision for payment of a late charge does not constitute a grace period and Owner may serve a 3-Day Notice to Pay Rent or Quit on the day after the Due Date. Owner and Tenant(s) agree that Tenant(s) paying rent five days after the Due Date on three separate occasions within any twelve-month period shall constitute habitual late payment of rent and may be considered a just cause for eviction. Payment of the late charge does not cure the late payment for purposes of establishing habitual late payment of rent.

Renter(s) Initials: _____

7. Returned Checks: In the event that Tenant(s) makes any payment required hereunder with a check which is not honored by the bank on which it is drawn for any reason, Tenant(s) agrees to pay to Owner the additional sum of \$25 as a reimbursement of the expenses incurred by Owner. A dishonored check shall constitute late payment of rent and shall be subject to the provisions of paragraph 6 above regarding late payment, including but not limited to habitual late payment of rent. Such charges shall be immediately due and payable upon notice to Tenant(s). Failure to immediately pay the charges shall constitute a default under the terms of this Agreement.

Owner reserves the right to demand payment of rent by certified funds, cashier's check or money order for all future payments in the event of any such returned check or any other monetary default by Tenant(s) and rent tendered in any other form may be refused by Owner. Nothing in this paragraph shall limit other remedies available to Owner as a payee of a dishonored check. Owner and Tenant(s) agree that three returned checks in any twelve-month period shall constitute frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

Renter(s) Initials: _____

8. Failure to Pay: Pursuant to Civil Code Section 1785.26, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your financial obligations under the terms of this Agreement.

9. Individual Liability: Each person who signs this Agreement, whether or not said person is or remains in possession of the Premises, shall be jointly and severally responsible for the full performance of each and every obligation of this Agreement, including, but not limited to, the payment of all rent due and the payment of costs to remedy damages to the Premises regardless of whether such damages were caused by Tenant(s), Tenant(s)'s Guests or Invitees.

10. Inspection of Premises: Tenant(s) has inspected the Premises, furnishings and equipment including smoke detectors, where applicable, and has found the same to be satisfactory and in good working order. All plumbing, heating and electrical systems are operative and deemed satisfactory by Tenant(s) if Owner is not notified in writing to the contrary within 48 hours of occupancy of the Premises.



11. Use/Occupancy: The Premises are leased for use as a permanent, principal, and full-time residence, utilizing designated portions of the premises for living, sleeping, cooking and dining purposes, and for no other purpose by the following named person(s) and no others:

1. Name: _____ 2. Name _____

This Agreement is between Owner and each named Tenant who is signatory to this Agreement, individually and severally. The named signatory Tenants are jointly and severally responsible for the performance of their obligations under this Agreement, including the payment of rent until such time as the tenancy in its entirety is terminated and the premises relinquished to Owner, regardless of whether the named Tenant(s) occupies the Premises.

No retail, or commercial or professional use of the Premises shall be made unless such use conforms to applicable zoning laws and the prior written consent of Owner is obtained in advance of such proposed use. As a condition for granting such permission, Owner may require that Tenant(s) obtain liability insurance for the benefit of Owner.

Smoking is not permitted in any common area of the building.

This unit is dedicated as "non-smoking" and Tenant(s) agrees not to smoke or permit smoking in the unit.

Notwithstanding any law to the contrary, the growing, cultivation, sale, or use in any form, of marijuana, for any purpose, is not permitted in or about the Premises, at any time, by Tenant(s) or Tenant(s)'s guests, invitees or friends. The failure to abide by the covenant shall constitute a material breach of this Agreement and is a just cause for eviction.

Tenant(s) may have guests on the Premises for not over fifteen consecutive days or thirty days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than fifteen consecutive days or more than thirty days in any calendar year shall not be considered original tenants of the unit. Tenant(s) must obtain the prior written approval of Owner if an invitee of Tenant(s) will be present at the Premises for more than fifteen consecutive days or thirty days in a calendar year. Violation of the provisions of this section shall be deemed a substantial and material breach of this Agreement and is agreed to be a just cause for eviction.

12. Pets: No pets, dogs, cats, birds, fish or other animals are allowed in or about the Premises, even temporarily or with a visiting guest, without prior written consent of Owner, excepting service animal(s) as required by law. Any such consent is conditioned upon Tenant(s) completing and signing Owner's Pet Agreement which shall become part of this Agreement. Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Owner must be notified immediately of any strays in or about the Premises. If a pet has been in a Tenant(s)'s apartment or allowed into the building, even temporarily (with or without Owner's permission) Tenant(s) may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Owner.

13. Waterbeds: Waterbeds and/or liquid filled furniture are prohibited in accordance with Civil Code Section 1940.5. If the Premises are located in a structure for which the original Certificate of Occupancy was issued after January 1, 1973, then such furniture may be permitted only upon written consent of Owner, upon the completion of a Waterbed Agreement which shall become part of this Agreement and subject to continued compliance by Tenant(s) of all provisions therein.

14. Roof/Fire Escapes: Use of the roof and/or the fire escapes by tenants and/or guests is limited to emergency egress only. No other use is permitted, including but not limited to, the placement of personal property.

15. Assignment and Subletting:

Tenant(s) may not assign this Agreement or sublet the whole or any portion of the Premises. This is a blanket prohibition which means that Tenant(s) may not have any other person reside at the Premises; that even if one tenant leaves, no replacement tenant(s) will be



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permitted and no additional tenant or occupant will be allowed in the unit. Said prohibition on assignment and subletting shall apply equally to any parking space, garage, storage area or other rented space made available to Tenant(s). The Owner expressly intends not to waive this prohibition unless such waiver is specifically put in writing and signed by Owner. The parties agree that unless the absolute prohibition against subletting is waived in writing and signed by Owner it shall be conclusively presumed that there has been no waiver.

If the foregoing absolute prohibition is at any time invalidated, the provisions of subparagraph 15A above shall govern any assignment and subletting, there must be an "original" tenant who uses the premises as his/her primary residence, and any additional rights which are granted to Owner as part of any changes in laws with regard to assignment and subletting shall be incorporated into the Agreement and become binding upon Tenant(s).

Renter(s) Initials: _____

16. Storage: (Owner to Select One)

Additional storage space outside of the Premises is not currently authorized, permitted or provided under this Agreement.

Storage space described as: As Directed By Owner

The monthly charge for said storage space shall be \$ 0, in addition to \$ 0 included in, the monthly rent. Tenant(s) agrees that the charge indicated herein plus any allowable increase represents the maximum reasonable value of the service throughout the term of the tenancy. Tenant(s) releases Owner from any liability for loss or damage to Tenant(s)'s property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the even such property is not so removed, Owner may dispose of same without any liability to Tenant(s) whatsoever and Tenant(s) hereby specifically waives any rights as defined in Civil Code Section 1980 et seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean-up as it deems necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

Renters(s) Initials: _____

17. Parking Space(s): (Owner to Select One)

This Agreement does not currently provide for parking space(s) of any motor vehicle or motorcycle in or about the Premises and/or the building.

Parking space(s) described as: As Directed By Owner. The monthly charge for said parking space(s) shall be \$ n/a. Tenant(s) agrees to use the parking space(s) exclusively for the parking of motor vehicles; excluding trailers of any kind, boats, campers, buses, or trucks larger than a one-ton pickup. Absolutely no automotive cleaning, washing, maintenance or repair work of any kind and no storage of any kind shall be permitted in or about the parking space(s).

Renters(s) Initials: _____

18. Utilities paid by owner/renter. Tenant(s) agrees to comply with any energy or water conservation programs implemented by Owner. Tenant(s) understands that the rent paid by all residents is partially determined by the cost of utilities. Nothing contained herein prevents Owner from passing through to Tenant(s) utility costs as provided by law.

In accordance with local regulations Owner shall provide one working telephone line and one working telephone jack into the Premises. Unlike the local gas and electric company, the telephone company charges for time required to repair telephone lines, wall jacks, etc. Therefore, Tenant(s) shall obtain and keep in force an Inside Wiring Repair Plan, if available, with the telephone company that will defray the costs of any necessary repairs.

Tenant(s) shall be provided access to the building and the Premises for the installation of utility and communication lines and services only as required by law and only upon prior written consent by Owner.

Renters(s) Initials: _____

19. Maintenance and Repairs: Tenant(s) shall, at Tenant(s)'s expense, at all times maintain the Premises, furnishings and appliances, if any, in a clean and good condition and shall surrender the same upon termination of tenancy in the same condition as received (excepting normal wear and tear). Tenant(s) understands that Tenant(s) is responsible for the cost of repair of all damages in or about the Premises whether caused by Tenant(s), Tenant(s)'s guests or invitees.

Except in an emergency, maintenance and repair requests must be made in writing and delivered to Owner or its Agent. Such notice shall also be deemed permission to enter the Premises to perform such maintenance or repairs in accordance with Civil Code Section 1954 and paragraph 23 herein unless otherwise specifically requested, in writing, by Tenant(s). Tenant(s), however, may not place any unreasonable restrictions upon such access or entry. The Premises shall be rebuttably presumed to be in a safe and habitable condition unless and until written notice to the contrary is received by Owner.

In the event that Premises is provided with hardwood floors or other non-carpeted floor surfaces, Tenant(s) hereby agrees to keep at least 80% of such areas covered with floor rugs or carpet. It is also hereby understood that Tenant(s) shall not change or replace any window coverings visible from outside the Premises or building without the prior written consent of Owner.

Tenant(s) acknowledges that the Premises and the building from time to time may require renovations or repairs to keep them in good condition and repair and that such work may result in temporary loss of use of portions of the building or Premises and may inconvenience Tenant(s). Tenant(s) agrees that any such loss shall not constitute a reduction in housing services or otherwise warrant a reduction in rent.

20. Alterations: Tenant(s) shall not remodel, renovate, paint, refinish floors, or otherwise alter the Premises, common areas, or any other parts of the building; Tenant(s) shall not apply adhesive paper to any cabinets, walls, or doors; nor shall Tenant(s) hang any plants, planters or lighting fixtures from ceilings or walls; nor shall Tenant(s) tack, nail or glue any coverings to floors or walls without prior written consent of Owner. Tenant(s) shall neither install nor operate any washing machines, clothes dryers, portable dishwashers, deep-freeze units (or other such appliances), pianos, organs, or outside antennae on the Premises without prior written consent of Owner. No plants, planters or plant boxes may be placed directly on floors or on carpets, on window ledges or on fire escapes.

Satellite Dishes: Tenant(s) may, only upon prior written consent of Owner, install satellite dishes within the Premises. However, such installation shall be subject to all of the following rules and conditions: 1) Dish must be installed within the exterior boundaries of the Premises or inside balcony railings or windows; 2) Dish may only be mounted in such a way as to not be visible from the street or in any other way negatively impact the outward appearance of the building; 3) Satellite dish may not exceed one (1) meter in diameter; 4) Dish must be securely and properly mounted in a workman-like manner by a licensed contractor; 5) Installation must not damage unit, unit walls or other appurtenances; 6) Tenant(s) remains strictly liable for any injury or damage to persons or property caused by the satellite dish and Tenant(s) must maintain sufficient liability coverage against any such injury or damage. Proof of such insurance must be provided to Owner, with Owner listed as an "additional insured," prior to approval of installation and upon each renewal of coverage.

Upon termination of tenancy, owner shall have the option, at owners' sole discretion, to require Tenant(s) to restore the Premises to the original condition as received excepting normal wear and tear.

21. Locks: Tenant(s) shall not change any lock or place additional locking devices upon any door or window of the Premises without the prior written consent of Owner. In the event of such installation Tenant(s) shall provide Owner with keys to such lock or device within 48 hours. Any expense incurred by Owner as a result of Tenant(s) action, such as changing of locks, shall be reimbursed by Tenant(s) upon demand. Once installed, an approved lock may not be removed even when the unit is vacated.



Keys to the Premises are the exclusive property of Owner. Tenant(s) shall not consign keys to the Premises to any other person without the prior written consent of Owner. In the event that any keys to the Premises are lost, Tenant(s) shall be liable for the entire cost of all key and lock replacement, at the discretion of Owner, as required for the security of the Premises, the building and its occupants. All keys must be returned to Owner when Tenant(s) vacates. Tenant(s) shall be charged for the cost of new locks and keys if all keys are not returned.

22. Damages to Premises: If the Premises are damaged by fire, flood, earthquake, or from any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated.

23. Entry and Inspection: Owner shall have the right to enter the Premises pursuant to California Civil Code Section 1954; in addition, Owner shall have the right upon reasonable notice to enter the unit to inspect for possible health risks, defects, code violations, necessary repairs or maintenance or to exhibit the unit to real estate professionals for purposes of sale. Owner shall give Tenant(s) reasonable notice of its intention to enter the Premises and shall enter only during normal business hours, unless otherwise agreed by Tenant(s). For purposes of this paragraph, normal business hours shall be defined as 7:00 AM to 7:00 PM, every day of the week. Tenant(s) may not place any unreasonable restrictions upon such entry. If, however, Owner reasonably believes that an emergency exists (such as a fire or flood) which requires immediate entry, such entry may be made without prior notice to Tenant(s).

If Tenant(s) has, after written notice to cease, continued to deny Owner access to the unit, as required by State law, such failure is a substantial breach of this Agreement and is a just cause for eviction.

If the Premises or the building is required by any government agency, lender or insurer to undergo repairs or alterations Tenant(s) agrees to cooperate fully with Owner so that all such repairs or alterations are made in as expeditious and efficient a manner as possible.

24. Notices: Any notice which either party may give, or is required to give, may be delivered to Tenant(s) at the Premises and Owner at: _____ or such other address later designated by Owner.

25. Interruption of Services: Owner shall not be liable to Tenant(s) or to any other person in damages or otherwise, nor shall Owner be in default under this Agreement for any interruption or reduction of utilities or services caused by someone other than Owner, or by Owner due to circumstances beyond Owner's reasonable control.

26. Termination: If the Tenant(s) intends to vacate at the end of the original term of this Agreement, or for any other reason after the original term of this Agreement, Tenant(s) must give owner at least 30 days prior written notice of Tenant(s)'s intention to terminate the tenancy and vacate the Premises. After the expiration of the original term of this Agreement, Owner may terminate the tenancy, in accordance with applicable law, by giving the case of a tenancy of less than 11 months at least 30 days prior written notice, and in the case of a tenancy of more than 11 months at least 60 days prior written notice, to Tenant(s). Upon termination Tenant(s) shall completely vacate the Premises and any parking or storage areas; give written notice of Tenant(s)'s forwarding address; and deliver all keys, furnishings, if any, and the Premises to Owner in the same condition as received excepting normal wear and tear. Rent shall be due and payable through the end of the notice period. Tenant(s) may rescind said notice within 5 calendar days after it is served on Owner without incurring liability to any person. Such rescission must be in writing delivered to Owner. Thereafter, if Tenant(s) fails to vacate the Premises on or before the date set forth in Tenant(s)'s notice, Tenant(s) shall be liable for any costs incurred by Owner or any third parties who relied on Tenant(s)'s notice terminating the tenancy, and failure to vacate as agreed is a substantial violation of the terms of the tenancy and is a just cause for eviction. Tenant(s) further agrees to defend, protect, indemnify and hold Owner harmless from any and all damages, lost rents, costs, expenses, losses, claims and liabilities, including attorney's fees, arising in any way out of Tenant(s)'s failure to comply with the provisions of Tenant(s)'s notice. Tenant(s)'s failure to pay any such sums within 20 days after demand shall be deemed a material breach of this Agreement.



Any attempt by Tenant(s) to terminate this Agreement prior to the end of the original term shall be deemed to be a breach of this Agreement and Owner shall be entitled to recover all damages occasioned thereby including leasing commissions, advertising expenses and utilities maintained to show the unit. Owner has the right to recover possession of the Premises for his or her occupancy as a principal place of residence.

Renter(s) Initials: _____

27. Holding Over: Tenant(s) agrees to vacate the Premises by 7:00 PM on the termination date of this tenancy. Should Tenant(s) fail to vacate by said time the hold-over shall be presumed to be willful, deliberate and without the consent of Owner and Owner shall be entitled to damages for the hold-over period, plus other expenses incurred due to breach of this condition of the Agreement.

28. Nuisance: Tenant(s) shall not commit, nor permit to be committed, any waste or nuisance, upon in or about the Premises, nor shall Tenant(s) create or permit a substantial interference with the comfort, safety, or enjoyment of Owner or Tenant(s)'s, Agents, guests and/or invitees. Three complaints against Tenant(s), Tenant(s)'s Guests or Invitees in any twelve-month period shall create a presumption of substantial interference with Owner's, Tenant(s)'s, or other occupants' safety and enjoyment and shall be deemed a just cause for eviction.

Renter(s) Initials: _____

29. Hold Harmless: Owner shall not be liable for any damages or injury to Tenant(s), or any other person, or to any property, occurring on the Premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the intentional or unlawful act of Owner, its Agents or its employees. Tenant(s) shall indemnify, defend and hold Owner and its Agents harmless from all claims of loss or damage to property and of injury to or death of any person or persons caused by the intentional acts or negligence of Tenant(s), his guests, licensees, or invitees occurring in or about the Premises including other areas of the building, adjacent sidewalks, streets, etc. Tenant(s) hereby expressly releases Owner and/or Agent from any and all liability for loss or damage to Tenant(s)'s property or effects whether in the Premises, garage, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Owner, Owner's employees, heirs, successors, assignees and/or Agents.

Renter(s) Initials: _____

30. Insurance: Owner's insurance does not provide for coverage of Tenant(s)'s personal belongings or personal liability unless as a direct and proximate result of Owner's negligence. Therefore, Owner strongly urges and recommends to each Tenant(s) that Tenant(s) secure sufficient insurance to protect against losses such as fire, flood, theft, vandalism, personal injury or other casualty.

Renter(s) Initials: _____

31. Lead Disclosure: Many homes and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint chips and dust can pose serious health hazards if not taken care of properly. The law requires that Tenants and lessees receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant(s) represents and agrees that Owner has provided Tenant(s) with such information, including, but not limited to:

**EPA booklet entitled, "Protect Your Family From Lead In Your Home"
San Francisco Lead Hazard Notice for Pre-1978 Dwellings
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

Renter(s) Initials: _____

32. Mold/Mildew: Tenant(s) agrees to maintain the Premises in a manner that prevents the occurrence of, and infestation of mold or mildew in the Premises. Tenant(s) agrees to uphold this responsibility in part by complying with the list of responsibilities in the addendum entitled, "Mold Notification." By signing this Agreement, Tenant(s) represents and agrees that Owner has provided Tenant(s) with such information, including, but not limited to:

**Addendum – Mold Notification
Mold/Mildew Disclosure Form**

Renter(s) Initials: _____

33. Megan's Law: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

34. Hazardous Materials Disclosure: Pursuant to the regulations of Proposition 65, enacted by the voters of California, Owner hereby makes the following required disclosure: "Warning – The premises contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

35. No Waiver: No failure of Owner to enforce any item of this Agreement will be deemed a waiver of that term or of any other term of the Agreement. The waiver by Owner of any term of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of this Agreement, nor will any custom or practice which may develop between the parties be construed to waive or to lessen the right of Owner to insist upon performance by Tenant(s) of all the provisions of this Agreement, or support a claim of detrimental reliance by Tenant(s). The subsequent acceptance of rent by Owner will not be deemed to be a waiver of any preceding breach by Tenant(s) of any item of this Agreement regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. Owner's acceptance of a partial payment of rent will not constitute a waiver of Owner's right to the full amount due nor will Owner's acceptance of rent paid late ever constitute a waiver of Owner's right to evict Tenant(s) for habitual late payment of rent.

36. Estoppel Certificates: Tenant(s) and each of them and all persons holding under them, within five (5) days after receipt from Owner, shall sign and return to Owner a certificate, statement, or other such document signed by all occupants providing such information as Owner may reasonably request, under penalty of perjury, including, but not limited to, the amount of base rent currently paid, the names of each occupant and their respective dates of occupancy, the date of the last rent increase, the status of each and entitling one to special benefits based on age, health, disability, income, or other criteria, under any provision of the Rent Ordinance or other applicable law, the identity of furniture or fixtures that belong to Tenant(s), whether the rent includes any parking space or storage space, and the amount of any security deposit or prepaid rent and whether interest on said deposit has been paid and through which date. In addition, Tenant(s) shall disclose, upon request, any information which Tenant(s) believes would prevent any purchase of the Premises or would prevent Owner or potential owner from moving into the Premises. Failure to deliver the above described document within the five (5) days shall be a material breach of this Agreement.

37. Application: Any Rental Application or related form submitted by Tenant(s) is incorporated herein as though set forth in full. Any misrepresentations contained therein shall be considered a material incurable breach of this Agreement and may be a just cause for eviction.



38. House Rules: Tenant(s) agrees to abide by any and all house rules, whether made known before or after the date of this Agreement, including, but not limited to, rules with respect to noise, odors, disposal of refuse and use of common areas. Tenant(s) has read, understands and agrees to be bound by the existing House Rules attached to and made part of this Agreement.

Renter(s) Initials: _____

39. Smoke Detectors: Tenant shall maintain in proper working order and test monthly all smoke detectors in the Premises, and shall not remove their batteries or disable them, or otherwise interfere with their normal operation.

40. Captions: The captions in this Agreement are to assist the parties in reading this Agreement and are not a part of the terms or provisions of this Agreement.

41. Additional: The invalidity or partial invalidity of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Violation by Tenant(s) of any applicable ordinance or statute shall be deemed sufficient cause for termination of tenancy. Notwithstanding any other provision of this Agreement, each and every expressed term and condition is deemed material by the parties.

This Agreement may be used for both rent-controlled and non-rent-controlled premises. If the premises being rented is not subject to any applicable rent control ordinance no reference in this Agreement to any such ordinance shall be deemed to represent to Tenant(s) that the premises is subject thereto, nor shall such reference make any ordinance in any way applicable to the tenancy created by this Agreement.

Notwithstanding any other provision of this Lease, Owner has no obligation to install any window guards and shall have no liability for any injuries that could have been avoided had window guards been installed.

Tenant agrees to use the backyard area past the deeded deck at their own risk and Owner shall not be liable for any accident or injury occurring in this area.

42. Entire Agreement: This Agreement consists of the foregoing numbered paragraphs, the House Rules, Rental Application, Move-In Condition Report and attachments identified in this Agreement herein, and other attachments identified as: None

_____. (If none, write "None.") Owner and Renter(s) acknowledge and agree that the drafting of this Agreement was the product of negotiations. This Agreement shall not be construed against either Owner or Tenant(s) on the ground that such person authored or drafted this Agreement. The foregoing constitutes the entire Agreement between the parties and may be modified only in writing signed by all parties except that Owner may change the terms of this tenancy and this Agreement pursuant to Civil Code Section 827.

Tenant(s) Initials: _____

By signing below, Renter(s) hereby acknowledge(s) reading and understanding the terms of this Agreement, and further acknowledge(s) receiving a copy hereof:

Tenant

Date

Tenant

Date

Owner

Date



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HOUSE RULES

To protect your comfort, safety, and enjoyment, and that of your neighbors, Owner has adopted the following rules concerning your conduct while a Tenant of the Premises. Owner reserves the right to make changes or adopt additional rules. Failure to comply with the rules will constitute a material breach of the Tenancy Agreement and may constitute a just cause for eviction.

- Noise/
Conduct:**
1. Tenant(s) shall not make or permit any noise, or engage in or permit any other conduct which disturbs or offends other residents or neighbors.
 2. Special consideration must be exercised before 8:00 AM and after 10:00 PM. Tenant(s) must comply with the directions of Owner and Owner's determination shall be final.
 3. Tenant(s) is responsible for ensuring that disturbing noises are not caused by Tenant(s)'s family, guests or invitees.
 4. Social gatherings of Tenants and their guests are welcomed and encouraged provided that such gatherings do not become loud, boisterous, or generally objectionable, as judged in Owner's sole discretion, so as not to interfere with the right of quiet enjoyment of other residents and neighbors. Hosting a loud, boisterous party in violation of the rule may lead to Tenant(s)'s eviction.
 5. Consumption of alcoholic beverages, by Tenants or their guests, is prohibited in the common areas of the Premises.
 6. Residents are expected to cooperate with each other in resolution of any potential disputes, and are encouraged to use the services of a local dispute resolution service if they are having difficulty at dispute resolution on their own. Tenant(s) recognizes and agrees that Owner is not in a position to be an arbiter of disputes between Tenant(s) and other residents or neighbors of Tenant(s), and that it is unfair and impractical to demand that Owner take sides between them or use Owner's authority against one resident for the benefit of another. Therefore, Tenant(s) agrees that under no circumstance will Owner be required to take any sort of action whatsoever as between Tenant(s) and other resident to resolve disputes, nor shall Owner be required to evict, or threaten to evict, any resident because of a dispute with or demand by Tenant(s), and Owner's failure to do so shall not give rise to a claim against Owner for breach of Tenant(s)'s quiet enjoyment or any other cause.
- Parking (If
Provided by
Agreement):**
7. Tenants shall park in their assigned places only and shall not permit visitors to use parking facilities.
 8. Only vehicles may be parked in parking areas.
 9. Motorcycles, motor-driven cycles, bicycles, etc., shall not be stored in/on patios, fire escapes, hallways, common areas or other non-parking areas.
- Building
Appearance:**
10. Alterations that will affect the building's appearance, such as window coverings, shall not be permitted without Owner's prior written approval.
 11. No signs, advertisements, posters or similar displays, except burglary prevention notices, may be affixed to the exterior of any door or window or to any exterior wall without Owner's prior written approval.
 12. Garbage cans, brooms, mops, cardboard boxes and similar articles are to be kept inside the Tenant's premises.
 13. Towels, rugs, clothing and other articles are not to be hung from

- windows, railings or balconies.
- Lockouts:** 14. Tenants should take care not to lock themselves out of their apartments. If Owner is required to assist any Tenant in gaining entry to Tenant's apartment, Owner may charge Tenant \$ 200__ for each successive lockout or may require Tenant to contract with a professional locksmith.
- Insurance:** 15. Tenants are advised to carry sufficient insurance on their personal property and to protect themselves from losses due to fire, flood, theft, personal injury or injury to others, or other casualty. Owner will not be responsible for replacement of any items or for Tenants' losses unless as a direct and proximate result of Owner's negligence.
- Refuse:** 16. In order to preserve the appearance and cleanliness of your building, Tenants shall take care to prevent waste from dropping or spilling on carpeting, concrete, walkways, and or other common areas.
 17. Tenants are required to cooperate with any recycling programs in effect.
 18. Items too large to fit in any trash chute or refuse container must be carried to a designated area or disposed of by Tenant(s) at Owner's direction.
 19. Tenants are liable for any additional costs involved in hauling or disposing of any items or collected by any contracted scavenger service.
 20. Refuse is to be placed inside designated containers or chutes. Doors and lids should be closed properly and not slammed.
 21. Tenants are responsible for the general cleanliness and sanitation of the building. Please keep that in mind at all times.
 22. Cardboard boxes and other large refuse must be broken down or folded before being placed in the designated containers.
- Deliveries:** 23. Owner is not responsible for the delivery, acceptance or receipt of, damage to or loss of messages, packages, mail or other material left at entrances to the building or elsewhere in the building.
- Unit Care:** 24. Before washing or cleaning walls, drapery or carpet, Tenants must consult Owner for the appropriate method or for recommended vendors to perform such work.
 25. Tenant(s) shall be responsible for any damage caused by the employment of any improper method or vendor and for the cost of redoing the work or restoring damaged articles or property to the Owner's satisfaction, if the method applied or the vendor employed was unsatisfactory.
 26. Tenant(s) may not install air conditions, ventilators or window screening devices without Owner's prior written approval.
 27. Tenant(s) shall not paint the premises or any portion thereof without prior written consent of Owner. In the event such permission is given, Tenant(s) shall restore the original paint colors prior to vacating the Premises. Tenant(s) shall be responsible for all costs involved in such repainting.
 28. Any accessories such as towel bars, coat hooks or built-in closet shelves, etc., may not be added without the prior written consent of Owner. Once installed they may not be removed even upon vacating the Premises.
 29. Garbage disposals, dishwashers and other appliances must be used only for the intended purpose for which they were designed and constructed.
- Wall Hangings:** 30. Adhesive picture hangers of any kind are prohibited. Picture hangers employing a thin nail or pin are permitted. However, Tenant(s) is responsible for the cost of any repairs or painting required as a result of the hanging of pictures or other objects.
- Laundry Facilities (if Provided):** 31. Heavy articles are not allowed in the laundry machines or dryers.
 32. Tenant(s) must remove contents from machine promptly when cycle is complete. N/A
 33. Owner assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein.
 34. Laundry facilities are for the exclusive use of Tenants for their own clothing only.



- Smoking:** **35. No smoking in the building.**
 36. Pets are never to be left unattended in the yard.
 37. When pets are walked in the yard, pet leavings removed immediately.
- Acknowledged:**

Tenant **Tenant** **Tenant** **Tenant**

Lease Addendum – Mold Notification

It is our goal to maintain the highest quality living environment for our Tenants. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant(s) is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenant(s) regularly allows air to circulate in the apartment. It is also important that Tenant(s) keeps the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Tenant(s) agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant(s) agrees to uphold this responsibility in part by complying with the following list of responsibilities:

1. Tenant(s) agrees to keep the unit free of dirt and debris that can harbor mold.
2. Tenant(s) agrees to immediately report to the Owner/Agent any water intrusion, such as plumbing leaks, drips, or “sweating” pipes.
3. Tenant(s) agrees to notify owner or overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant(s) agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
5. Tenant(s) agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
6. Tenant(s) agrees to properly ventilate the bathroom while showering or bathing and to report to the Owner/Agent any non-working fan.
7. Tenant(s) agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
8. Tenant(s) agrees to use all reasonable care to prevent outdoor water from penetrating into the interior of the unit.
9. Tenant(s) agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant(s) agrees to notify the Owner/Agent of any problems with any air conditioning or heating systems that are discovered by the Tenant(s).
11. Tenant(s) agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys’ fees that the Owner/Agent may sustain or incur as a result of the negligence of the Tenant(s) or any guest or other person living in, occupying, or using the premises.

_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date

Disclosure of Information on Lead-Based Paint And Lead-Based Paint Hazards

Lead 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, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention.

Owner's Disclosure (Owner to initial and check (a) or (b) below)

() () (a) Presence of lead-based paint or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing and described as:

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

() () (b) Records and reports available to the Lessor (check one below):

- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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

Tenant(s)'s Acknowledgment (Tenant(s) to initial as acknowledgment)

() () (c) Lessee has received copies of all information, if any, listed above.

() () (d) Lessee has received the pamphlet, "Protect Your Family from Lead in Your Home."



Agent's Acknowledgment (Agent, if applicable, to initial as Owner Representative)

() (e) Agent has informed the Owner of the Owner's obligations under 42 U.S.C. §4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Tenant Date Tenant Date

Owner Date

Address of Premises

THIS DOCUMENT CONTAINS IMPORTANT HEALTH INFORMATION FOR PROPERTY OWNERS AND TENANTS

SAN FRANCISCO LEAD HAZARD NOTICE FOR PRE-1978 DWELLINGS

Lead poisoning is an invisible but very serious illness that can occur in people of all ages exposed to lead hazards. Lead is especially harmful to young children and developing fetuses. Even exposure to low levels of lead may cause permanent effects on children's learning abilities, attention span, hearing, and growth.

Children are most often exposed to lead when they put their hands in their mouths, after touching surfaces or objects in the home that have lead-contaminated dust. **Therefore, all young children should be tested for lead.** Doctors are required to test children at 12 months and 24 months who are enrolled in Medi-Cal; Children's Health and Disability Prevention Program; Healthy Families; and Women, Infant, and Child Program. Also, children from 25 to 72 months, who have never been tested, are to receive a blood lead test. All other children, who do not qualify for these programs, should be tested if deemed necessary by the medical provider or in response to parental concerns.

Lead was used in most house paint until 1978, when new laws greatly reduced the amount of lead allowed. Houses and buildings built before 1978 probably have lead-based paint under newer layers. When lead paint is damaged over time by neglect, impact, friction, or moisture, lead dust hazards are created. Also when lead paint is disturbed during renovation, construction, or painting, and dust or paint chips are not properly contained and cleaned up, lead dust remains inside the home or in the soil. Bare topsoil containing lead is a significant hazard, and children, adult, and pets can track lead dust from the soil into the home.

As a tenant, you have the right to a safe and habitable housing. Before you rent a unit, do a thorough inspection. Make sure that both the interior and exterior paint are in good condition. Look for signs of moisture damage. Request that peeling, flaking, or chipping paint be repaired before you accept the unit. You can help prevent lead hazards by keeping your home clean and telling your landlord if you see damaged paint.

As a landlord, you are advised to have a maintenance schedule for your rental units and do a visual inspection at least annually. These inspections will allow you to assess the upkeep of your property and address any unreported problems.

If you want to know more about how to protect yourself and your family from lead poisoning, you may call the following agencies:

- **General Information** (415) 554-8930
San Francisco Childhood Lead Prevention Program,
Department of Public Health
- **EPA Landlord and Tenant Brochures** 1-800-424-LEAD
The Lead-Based Paint Pre-Renovation Education Rule
Protect Your Family From Lead in Your Home
- **List of Lead Certified Inspectors and Contractors** 1-800-597-LEAD
(Workers/Supervisors)
California Department of Health Services

