

# ✧ RENTAL AGREEMENT AND/OR LEASE - SAN FRANCISCO ✧

|                               |                                                                                                      |
|-------------------------------|------------------------------------------------------------------------------------------------------|
| OWNER/Lessor/Agent: _____     |                                                                                                      |
| Tenant(s)/Lessee: _____       |                                                                                                      |
| Tenant(s)/Lessee: _____       |                                                                                                      |
| Premises Address: _____       | Unit Number: _____                                                                                   |
| City: _____                   | State: _____ Zip: _____                                                                              |
| Monthly Rental Rate: \$ _____ | This Agreement shall commence on _____, and continue: (check one below)                              |
| Rental Due Date: _____        | A. <input type="checkbox"/> month-to-month thereafter                                                |
| Security Deposit: \$ _____    | B. <input type="checkbox"/> until _____, after which it shall change from a "Term of Years" lease    |
| Late Charge: \$ _____         | to a Month-to-Month tenancy. If Tenant should move from premises prior to the above date, Tenant     |
| Parking Space: _____          | shall be liable for all the rent due until such time as the Premises is occupied by a OWNER-approved |
| Storage Space: _____          | resident or the expiration of the above date, whichever is shorter.                                  |

**1. INTRODUCTION:** This rental Agreement and Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. **OWNER / Lessor /Agent** shall be referred to collectively or individually as "OWNER" and **Tenant(s)/Lessee(s)** shall be referred to collectively or individually as "RESIDENT." As consideration for this Agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the Premises listed above (which, hereafter, either individually or along with all common areas and appurtenant structures or areas shall hereafter be referred to as the "Premises").

**RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable material breach of this Agreement.** RESIDENT hereby agrees to complete an updated application, including a census as to the occupants in the unit, upon seven days' request of OWNER. This Agreement is between OWNER and each named adult RESIDENT, and each such RESIDENT shall be jointly and severally liable for each and every obligation contained herein.

**2. RENT:** Rent and any other charges or fees are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all Rent payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the first month's rent of: \$ \_\_\_\_\_, and a Security Deposit of \$ \_\_\_\_\_, for a total payment of \$ \_\_\_\_\_, collected with the execution of this Agreement. All Rent payments are to be made payable to: \_\_\_\_\_ and mailed or delivered to \_\_\_\_\_ California, \_\_\_\_\_ Telephone Number \_\_\_\_\_, who is usually available on the following days: \_\_\_\_\_ during the following hours: \_\_\_\_\_.

In the event of multiple tenants, RESIDENT understands and agrees that rent shall be paid with a single payment and that only one payment shall be submitted to OWNER, which payment shall be from at least one named RESIDENT. OWNER may refuse any payment from any non-RESIDENT, or, at OWNER'S sole discretion, may elect to accept such non-RESIDENT'S payment. However, any such acceptance by OWNER shall not be deemed a waiver of OWNER'S right to refuse any such subsequent payment, nor shall acceptance create any tenancy or other right of occupancy in favor of the non-RESIDENT. RESIDENT understands and agrees that Rent paid after the due date, or paid by dishonored check, shall be considered a Rent Default, and that three or more Rent Defaults in any 12 month period shall constitute a non-curable lease breach, and conclusive evidence of habitual late rent payments, and shall constitute grounds for termination of the tenancy for good and just cause, at any point during the tenancy.

**3. LATE CHARGES and RETURNED CHECKS:** RESIDENT acknowledges that OWNER will incur certain administrative and related costs in connection with a late Rent payment or dishonored Rent check, and that the amount of such costs are extremely difficult or impractical to ascertain. Therefore, the Parties agree that, if RESIDENT fails to pay the rent in full by the end of the \_\_\_\_\_ day after it is due, RESIDENT shall pay a late charge of \$ \_\_\_\_\_ (not to exceed 4% of unpaid rent amount), and the Parties agree that this amount is reasonable for such administrative costs. RESIDENT further agrees that such administrative costs are deemed additional Rent. If Owner elects to accept Rent after the tenth day after it is due, payment in a form other than by personal check may be required. No acceptance of late rent by OWNER, at any point, shall constitute a waiver of the right to insist on full payment of Rent on the day it is due, and OWNER may serve RESIDENT with a three day notice to pay rent or quit at any time after a rent payment becomes due and is unpaid. In the event RESIDENT's check is dishonored by the bank for any reason, RESIDENT shall pay a returned check charge of \$ \_\_\_\_\_ as additional Rent. The same late charge stated above will be imposed as additional Rent if the returned check causes the Rent to be late. In the event of a returned check, OWNER may require future payments to be in a form other than a



personal check. **RESIDENT'S Initials:** \_\_\_\_\_

**4. SECURITY DEPOSITS:** The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this Agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated, less any amount necessary to compensate OWNER for the following expenses: (a) any unpaid Rent, (b) cleaning costs, (c) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and (d) any other amount legally allowable under the terms of this Agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days' written notice by an amount proportionately equal to any future increases in rent. If any portion of the Security Deposit is applied by Owner to any obligations of RESIDENT at any time during the tenancy, RESIDENT must, upon 5 days written notice, reinstate the Security Deposit to its full original amount. Security deposit may not be used as last month's rent.

If required by law, RESIDENT shall receive interest on the security deposit, payable on the lease anniversary date. Interest rate shall be based on the schedule provided by the applicable law mandating such payment.

**5. UTILITIES AND INTERRUPTION OF SERVICES:**

RESIDENT agrees to timely pay for all utilities and/or services based upon occupancy of the premises except for the following utilities

Pursuant to Civil Code Section 1940.9(a), If the OWNER does not provide separate gas and electric meters for each tenant's dwelling unit so that each tenant's meter measures only the electric or gas service to that tenant's dwelling unit and the OWNER or his or her agent has knowledge that gas or electric service provided through a tenant's meter serves an area outside the tenant's dwelling unit, the OWNER, prior to the inception of the tenancy or upon discovery, shall explicitly disclose that condition to the tenant and shall do either of the following:

- (1) Execute a mutual written agreement with the tenant for payment by the tenant of the cost of the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit.
- (2) Make other arrangements, as are mutually agreed in writing, for payment for the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit. These arrangements may include, but are not limited to, the OWNER becoming the customer of record for the tenant's meter, or the OWNER separately metering and becoming the customer of record for the area outside the tenant's dwelling unit.

OWNER is neither in breach of this Agreement nor liable for damages where utilities or services are interrupted or reduced for reasons that are outside of OWNER'S control.

**6. OCCUPANTS:** Only those occupants whose names appear in this Agreement, and who take possession by this Agreement, are RESIDENTS and "original tenants" of the Premises. If other occupants take possession of the property, they do not become approved subtenants absent express approval from OWNER, and they are not in privity with OWNER.

During any 12-month period, occupancy or overnight stay by any one non-RESIDENT for more than 14 days total, or by any combination of non-RESIDENTS for more than 28 days total, without the OWNER'S written consent, shall be considered a material breach of this Agreement.

**7. PETS AND FURNISHINGS:** **Pets** – Other than service animals permitted or required by law, no animal (e.g., fowl, fish, reptile, and/or pet of any kind) shall be kept on or about the Premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option, upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such animal if another amount is not stated in this Agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$\_\_\_\_\_ (not to exceed) shall be required along with the signing of a "PET AGREEMENT ADDENDUM", which OWNER will supply. This provision shall not apply in the case of an individual with a disability who has the right to be accompanied by a guide dog, signal dog, or service dog, especially trained for the purpose. However, the individual shall be liable for any damage done to the premises or facilities by his or her dog.

Generally, no liquid filled furniture of any kind may be kept on the premises. However, if the certificate of occupancy was issued after January 1, 1973, RESIDENT may possess a waterbed if they maintain waterbed insurance to insure against property damage of \$100,000.00 or more.

RESIDENT must provide OWNER with proof of the insurance before RESIDENT furnishes with a waterbed. RESIDENT must comply with all provisions of California Civil Code, section 1940.5, governing the possession of waterbeds.

RESIDENT shall not keep any of the following on or about the Premises: highly combustible materials, any receptacle containing more than ten gallons of liquid or other items that may cause a hazard or affect insurance rates. RESIDENT may possess items of unusual weight or dimension (e.g., a piano), only if RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by possessing or using said items.



## 8. PARKING and STORAGE:

If and when RESIDENT is assigned a parking space on OWNER's property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT's "Application to Rent/Lease" or listed here (model/make/color):

RESIDENT may not wash, repair, or paint in this parking space or at any other areas on the Premises. RESIDENT may not assign, sublet, or allow RESIDENT's guest(s) to use this or any other parking space. RESIDENT is responsible for oil leaks and other vehicle discharges, and RESIDENT shall be charged for cleaning or other remedial measures, if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space. If parking is in tandem, RESIDENT shall cooperate with others as reasonably necessary to insure a mutually acceptable shared parking situation.

Parking ☐ is ☐ is not included. If an assigned parking space, it is Number \_\_\_\_\_.

External storage ☐ is ☐ is not included. If included, it is located at: \_\_\_\_\_.

**9. NUISANCE and OTHER PROHIBITED ACTIVITY:** RESIDENT shall not cause or allow any waste, noise, nuisance or other activity that might disturb the peace and quiet of other residents, nor shall RESIDENT cause or allow a substantial interference with the comfort, safety, or enjoyment of OWNER or other Residents of the premises, or the agents, guests and/or invitees of OWNER or other Tenants. Lounging, playing, or unnecessary loitering in the halls, on the front steps or in the common areas, in such a way as to interfere with the free use and enjoyment, passage or convenience of another resident, is prohibited. Access to the roof or to fire escapes is limited to emergency situations only.

**10. CONDITION OF PREMISES:** RESIDENT acknowledges that he/she has examined the Premises and that the Premises, including all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached "Inventory Sheet" (if any) or added to ¶11 "INVENTORY" (below), and/or all other items provided by OWNER are all clean and in satisfactory, working condition, except as indicated here:

RESIDENT agrees to keep the Premises and all items in good order and condition. RESIDENT will immediately arrange to repair and/or replace any portion of the above that are damaged by RESIDENT, their guests and/or invitees. RESIDENT will immediately notify OWNER of any other damage or malfunction, regardless of the cause.

At the termination of this Agreement, RESIDENT shall comply with the following terms: all of the above enumerated items in this provision shall be returned to OWNER in clean and good condition, except for reasonable wear and tear, and the Premises shall be free of all trash and personal property that does not belong to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

## 11. INVENTORY:

The Apartment contains the following items for use by RESIDENT:

☐ Check if furnished items are listed separately on an attached "Inventory Sheet" and incorporated herein.) RESIDENT acknowledges that the Premises are furnished with the additional furnishings indicated in this paragraph and that this inventory is incorporated into this Agreement.

**12. MAINTENANCE and ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install external antennas, satellite dishes or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of OWNER, except as may be permitted by law. RESIDENT may not install fixtures or devices without prior, written consent from OWNER, and subject to OWNER'S reasonable installation and maintenance guidelines to be provided upon request for consent.

RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area clean. RESIDENT shall be responsible for making separate arrangements to dispose of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal unit clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests.

RESIDENT must promptly provide OWNER with a written notice stating what item(s) need service or repair and give OWNER a reasonable opportunity to service or repair that item(s). Should any charges be imposed by the City or incurred by OWNER as a result of RESIDENT not timely notifying the OWNER in writing of such needed service or repairs, RESIDENT shall be responsible for any additional fines or inspection fees imposed by a government office as a result of RESIDENT failing to notify OWNER in writing of any known deficiencies with the residence.

RESIDENT shall also be personally liable for any damages to the Premises caused by the RESIDENT'S failure to use reasonable care in or about the Premises, which includes failing to notify OWNER of defects in the Premises, such as a roof or other leak, which, if promptly and properly addressed, could prevent additional damage to the Premises or injury to any person.



**12a – Satellite Dishes:** Installation or use of a radio or video or television antenna, including a satellite dish (“antenna”) shall not be permitted, except as provided below, and only after written consent has been obtained from OWNER. The OWNER may impose reasonable restrictions on the installation or use of an antenna. For purposes of this section, “reasonable restrictions” means those restrictions that do not significantly increase the cost of the antenna system, including all related equipment, or significantly decrease its efficiency or performance and include all of the following:

- 1) That the dish has a diameter or diagonal measurement of one meter or less;
- 2) That the RESIDENT is responsible for the maintenance, repair, or replacement of any building components affected by the Antenna;
- 3) That the RESIDENT shall indemnify or reimburse OWNER for injury, loss or damage caused by the installation, maintenance, use or removal of the antenna, and must maintain sufficient liability coverage against any such injury, loss 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;
- (4) That the installed antenna not be visible from any street or Common Area, be installed solely within the confines of the rented portion of the Premises, and be securely and properly mounted by a licensed contractor;
- (5) That, unless notified otherwise by OWNER, the installed antenna be removed at the RESIDENT’S expense when no longer in use or at the termination of RESIDENT’S tenancy, whichever is sooner, and the Premises be restored to the original condition as received excepting normal wear and tear.

**13. SMOKE DETECTOR:** The rental unit is equipped with properly functioning smoke detectors. Resident agrees to test the smoke detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable the smoke detectors in any manner. OWNER or the owner’s agent may enter the Premises for the purpose of installing, repairing, testing, and maintaining single station smoke detectors required by this section. Except in cases of emergency, the owner or owner’s agent shall give the tenants of each such unit, room, or suite reasonable notice in writing of the intention to enter and shall enter only during normal business hours. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary.

RESIDENT tenant shall be responsible for notifying the manager or owner if the RESIDENT becomes aware of an inoperable smoke detector within his or her unit. The owner or authorized agent shall correct any reported deficiencies in the smoke detector and shall not be in violation of H&SC Section 13113.7 for a deficient smoke detector when he or she has not received notice of the deficiency.

**13a. CARBON MONOXIDE DETECTOR:** OWNER shall comply with the Carbon Monoxide Poisoning Prevention Act of 2010. This law addresses the problem of carbon monoxide poisoning, which is the leading cause of accidental deaths in the United States. Carbon monoxide is an odorless gas produced whenever any fuel is burned. It can enter the home from sources as seemingly innocent as a gas stove, furnace, or woodstove, usually due to leakage, back-drafting, or poor venting. California law requires the installation of a carbon monoxide (CO) alarm (or a CO alarm combined with a smoke detector) that emits an alarm and has been tested and certified in accordance with standards developed by the American National Standards Institute (ANSI) and Underwriters Laboratories Inc. (UL). Detectors must be installed in all dwelling units that contain a fossil fuel burning heater, appliance, or fireplace; or that have an attached garage. (A fossil fuel is coal, kerosene, oil, wood, fuel gases, and other petroleum or hydrocarbon products that emit carbon monoxide as a byproduct of combustion). OWNER is charged with installing and maintaining the detectors, and may enter the Premises for the purposes of installing, repairing, and testing. RESIDENTS are responsible for notifying the OWNER if the device becomes inoperable. As of the date RESIDENT assumes occupancy and possession of the Premises, the Premises contain all required detectors in working order.

**14. RIGHT TO ENTER AND INSPECT; TEMPORARY RELOCATION:** OWNER has the right to enter the Premises, pursuant to California Civil Code, Section 1954. OWNER may enter, by its agents or others, to inspect and/or repair the premises at any time in case of emergency or suspected abandonment. In all other cases, OWNER shall give 24-hours notice of its intent to enter and may thereafter enter the Premises for the purposes allowed by Section 1954, including showing the Premises to prospective renters, buyers or lenders during normal business hours, inspecting smoke or CO alarms, and/or conducting normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that OWNER reasonably deems necessary. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. Unless applicable law provides otherwise, (see, e.g., **San Francisco Administrative Code Chapter 37A, Section 37.9(a)(11)**), RESIDENT agrees that if a temporary relocation is required, RESIDENT will be compensated solely by a corresponding abatement of the rent for those number of days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks (e.g., removing food items from cabinets or clothing from closets, so that the unit may be sprayed for pests), then RESIDENT shall perform those tasks upon receiving a 24-hour written notice.

**15. DESTRUCTION OF PREMISES:** Unless applicable law provides otherwise, (see, e.g., **San Francisco Administrative Code Chapter 37A, Section 37.9A**), if the Premises become totally or partially destroyed during the term of this Agreement, such that RESIDENT’S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon 3-day written notice to the other. Such displacement of the RESIDENT shall not be construed as an eviction.





**16. HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all House, Pool, Pet, and Laundry rules that are attached as addenda to this Agreement. OWNER may change these rules at any time by providing reasonable notice. These rules may apply, but are not limited, to the following items: noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view.

OWNER shall not be liable to RESIDENT for any violation of such rules by any other residents or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time, unless applicable law provides otherwise (see, e.g., **San Francisco Administrative Code Chapter 37A, Section 37.2(g), definition of 'housing services'**).

**17. CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the notice of change of terms.

**18. TERMINATION:** After expiration of the initial Term of Years lease period, and unless RESIDENT notifies OWNER no later than 30 days before the expiration of the initial Term, this Agreement will automatically be renewed from month-to-month. Any termination of this Agreement must be noticed in writing to the other party. To the extent that "just cause" is required to terminate this Agreement (see, e.g., **San Francisco Administrative Code Chapter 37A, Section 37.9(a)**), OWNER'S notice will state the cause and, if premised on breach, will state whether the breach can be cured. For termination based on other than breach of law or the lease, OWNER must provide a 30-day notice of termination, if RESIDENT has resided in the Premises for less than one year, and a 60-day notice of termination, if RESIDENT has resided in the Premises for more than one year. RESIDENT may terminate the lease, at any time after the expiration of the Term of Years lease period, upon providing 30 days notice, but will be liable to OWNER for terminating the lease before this period, in damages including lost rent, until the expiration of the term or the commencement of a new lease, whichever comes first.

Upon vacating the Premises, RESIDENT is required to have cleared the Premises and any parking spaces and storage areas of RESIDENT'S personal property and refuse, and RESIDENT shall return all keys or other property provided by OWNER for RESIDENT'S use. If RESIDENT provides OWNER with a notice of termination, but continues in possession of the Premises after the date of termination, RESIDENT will be liable for all damages resulting from OWNER'S or others' reasonable reliance on a notice of termination (e.g., advertising and showing the Premises). RESIDENT'S failure to vacate the Premises after providing OWNER with a written notice of termination, not timely rescinded, shall be considered a non-curable material breach of this Agreement and just cause for eviction.

**19. ABANDONMENT:** OWNERS rights in the case of abandonment are governed by California Civil Code, section 1951.2, et seq. If any rent has remained unpaid for 14 or more consecutive days and OWNER believes that RESIDENT has abandoned the Premises, OWNER will serve a Notice of Belief of Abandonment on the RESIDENT. If RESIDENT fails to provide written notice to the OWNER of RESIDENT'S intent to remain in the property and an address where RESIDENT may be served with an unlawful detainer action, prior to the expiration of the Notice of Belief of Abandonment, this Agreement will be terminated at the expiration of that Notice. OWNER will thereafter be able to reclaim the Premises.

**20. POSSESSION:** If OWNER is unable to deliver possession of the Premises to RESIDENT within 30 days of the agreed commencement date of occupancy for any other reason, either RESIDENT and/or OWNER may terminate this Agreement upon written notice to the other party, at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession. If OWNER is unable to deliver possession of the Premises to RESIDENT because of the total loss or destruction of the Premises, the Agreement shall be deemed terminated.

**21. INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, and OWNER shall not be held liable for such losses. RESIDENT hereby agrees to obtain a renter's insurance policy to cover any personal losses. This provision does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain a renter's insurance policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses. Alternatively, if such waiver is prohibited by law, RESIDENT shall hold OWNER harmless from any loss or damage to RESIDENT or RESIDENT'S guests or invitees which loss or damage could have been covered by a standard renter's insurance policy.

**22. ASSIGNMENT AND SUBLETTING:** No assignment or sublet of the Premises is authorized, unless prior, express, written approval is given by OWNER, which approval may be absolutely withheld at OWNER'S sole discretion. The parties agree that unless permission to assign or sublet is provided in writing and signed by Owner, it shall be conclusively presumed that no such consent has been given. Where this Agreement is between OWNER and more than one RESIDENT, RESIDENT'S right to replace a departing occupant on a one-to-one basis is governed by the San Francisco Rent Board Rules and Regulations, Rule 6.15.

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|------------------------|--|--|--|--|
| RESIDENTS'<br>Initials |  |  |  |  |
|------------------------|--|--|--|--|



**23. SEVERABILITY:**

Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNERS rights under the law. If any part of this Agreement is in conflict with the law, that part shall be void to the extent that it is in conflict, but the conflict shall not invalidate this Agreement as a whole, nor shall it affect the validity or enforceability of any other provision of this Agreement.

**24. NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and it shall not affect the validity or enforceability of any other provision of this Agreement.

**25. ATTORNEY'S FEES:** If any legal action or proceeding is brought by either Party to this Agreement, the "prevailing party" shall be reimbursed for reasonable attorneys' fees up to, but not more than \$500.00.

**26. JOINT AND SEVERAL LIABILITY:** RESIDENTS are jointly and severally responsible and liable for all obligations under this Agreement. RESIDENTS shall indemnify OWNER for liability caused by the actions, whether omission or commission, of RESIDENTS, their guests and their invitees.

**27. CREDIT REPORTING:** Pursuant to California Civil Code, section 1785.26, RESIDENT is hereby notified that OWNER or OWNER'S agent may submit a negative credit report to a credit reporting agency, if RESIDENT fails to fulfill the terms of RESIDENT'S credit obligation. RESIDENT expressly authorizes OWNER or an agent of OWNER (including a collection agency) to obtain RESIDENT'S consumer credit report, which OWNER may use if attempting to collect past due rent payments, late fees, or other charges from RESIDENT, both during the term of the Agreement and thereafter.

**28. NOTICES:** All notices to RESIDENT may be mailed to RESIDENT at the Premises, or shall be served on RESIDENT at the Premises, whether or not RESIDENT is present at the time of delivery (subject to RESIDENT'S authorization for email notice set forth below). Pursuant to Civil Code Section 1962, the name, telephone number, and usual street address at which personal service may be effected of each person who is (A) Authorized to manage the premises and (B) An owner of the premises or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands is:

Property Manager: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

OWNER or agent for service on OWNER for notices and demands: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

RESIDENT'S initials below constitute RESIDENT'S authorization that any notice which may be provided by personal service or mail delivery may be provided by email to RESIDENT at the following email address: \_\_\_\_\_. Said notices shall include but are not limited to notice of entry pursuant to Civil Code Section 1954, notices required by Civil Code Section 1950.4 and post-tenancy notices. RESIDENT shall notify OWNER in writing of any change to this authorized email address. Any such notice shall be deemed received on the day it is transmitted.

**RESIDENT'S Initials:** \_\_\_\_\_

**29. CONDOMINIUM/TENANCY-IN-COMMON UNIT:**

If the Premises are part of a Condominium or Tenancy-in-Common building or complex, RESIDENT is advised that the Premises are subject to a corresponding set of governing documents, including a Declaration of Covenants and Conditions (CC& Rs) in the case of a condominium and a TIC Agreement in the case of a Tenancy-in-Common. RESIDENT has been provided a copy of the applicable governing documents, or a summary of the provisions applicable to tenancies, which are incorporated into this Agreement and become part of the duties imposed on RESIDENT, who understands and agrees that RESIDENT and his or her guests and invitees are bound by the terms incorporated as if said terms were fully set out herein. RESIDENT further understands and agrees that if OWNER assesses any fines or penalties as a result of RESIDENT'S violation of the governing documents, RESIDENT shall reimburse OWNER said amounts within three days of being requested to do so by written demand identifying the amounts and the reasons for the fines or penalties.



**30. SMOKING:** Smoking shall not be permitted in any part of the common areas of the Premises or building or grounds in which the Premises are located. 'Smoking' shall refer to the combustion of any product meant to be inhaled, or actually inhaled, including but not limited to tobacco and marijuana or any marijuana derivative.

Smoking is ☐ or is not ☐ (choose one) permitted in the interior of the premises. If permitted, smoking shall not be permitted on any balcony or patio, or other area outside the Premises. If permitted, smoking shall not constitute a 'housing service' and permission may be revoked upon seven days' written notice to RESIDENT if OWNER receives complaints from other residents regarding second hand smoke as a nuisance to the other residents.

**31. ENTIRE AGREEMENT:** This writing and all addenda and additions – either attached hereto or incorporated by reference - constitute the entire Agreement between OWNER and RESIDENT, all of which has been reduced to writing. RESIDENT hereby acknowledges the following, which are incorporated into this Agreement:

- ☐ House Rules
- ☐ Laundry Rules
- ☐ Mailbox Keys
- ☐ Bedbug Information Sheet

- ☐ Pet Agreement
- ☐ Pool Rules
- ☐ Apartment Keys

Other: \_\_\_\_\_

- ☐ Garage Door Opener
- ☐ Storage Keys
- ☐ Trash Keys

No oral agreements have been entered into. All modifications or notices shall be in writing, or else they are invalid. This Agreement will be construed as though it were drafted mutually by the Parties. RESIDENT has relied on his own judgment in entering into this Agreement and has sought and/or been represented by counsel to his/her satisfaction.

**32. ADDITIONS and EXCEPTIONS:**

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**34. DISCLOSURES:**

The following disclosures are attached to this Agreement as Addenda:

LEAD WARNING DISCLOSURE  
MOLD NOTICE  
SEX OFFENDER REGISTRATION ACT NOTICE (MEGAN'S LAW)  
PERIODIC PEST CONTROL TREATMENTS  
METHAMPHETAMINE CONTAMINATION  
ASBESTOS AND CARCINOGENIC MATERIAL  
MILITARY BASE OR EXPLOSIVES  
HAZARDOUS MATERIALS DISCLOSURE  
MOLD / MILDEW  
CONDOMINIUM CONVERSION PROJECT

**34. RECEIPT OF AGREEMENT:** (check one)

☐ RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease."

RESIDENTS' Initials



☐ RESIDENT hereby certifies that this Agreement was negotiated in one of these languages - Spanish, Chinese, Tagalog, Vietnamese, and Korean – and OWNER has provided RESIDENT with a translation of this Agreement into that language (circle the applicable language above), in accordance with the requirements of California Civil Code, section 1632.

RESIDENTS' Initials

|                     |           |      |
|---------------------|-----------|------|
| Name of Interpreter | Signature | Date |
|---------------------|-----------|------|

|               |      |          |      |
|---------------|------|----------|------|
| OWNER / agent | Date | RESIDENT | Date |
|---------------|------|----------|------|

|               |      |          |      |
|---------------|------|----------|------|
| OWNER / agent | Date | RESIDENT | Date |
|---------------|------|----------|------|

|               |      |          |      |
|---------------|------|----------|------|
| OWNER / agent | Date | RESIDENT | Date |
|---------------|------|----------|------|

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.





## ADDENDA

### LEAD WARNING STATEMENT CONCERNING HOUSING BUILT BEFORE 1978

Housing built before 1978 may contain lead based paint and/or lead-based paint hazards. Lead from paint, paint chips and dust poses health hazards if it is not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead based paint hazards in the dwelling and lessees must receive a pamphlet approved by the Environmental Protection Agency (EPA) on lead poisoning prevention.

### LEAD WARNING DISCLOSURE (check one)

☐ The initials of OWNER/ OWNER'S agent below confirm that OWNER/ OWNER'S agent has no knowledge of lead-based paint and/or any lead-based hazards in or on the Premises, that OWNER/ OWNER'S agent has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises and that OWNER/ OWNER'S agent has complied with all notification requirements.

|                                    |  |       |  |
|------------------------------------|--|-------|--|
| OWNER'S/ OWNER'S agent<br>Initials |  | Date: |  |
|                                    |  |       |  |

☐ The initials of OWNER/ OWNER'S agent below confirm that OWNER/ OWNER'S agent is aware of the following lead-based paint or lead-based paint hazards on the Premises, that OWNER/ OWNER'S agent has provided RESIDENT with any reports or records pertaining to lead-based paint or lead-based paint hazards on the Premises, and that OWNER/ OWNER'S agent has complied with all notification requirements:

|                                    |  |       |  |
|------------------------------------|--|-------|--|
| OWNER'S/ OWNER'S agent<br>Initials |  | Date: |  |
|                                    |  |       |  |

The initials of RESIDENT confirm that RESIDENT has received a copy of a "Protect Your Family from Lead in Your Home" pamphlet (available online at <http://www.epa.gov/lead/pubs/leadpdf.pdf>) or another EPA-approved pamphlet, that RESIDENT has received reports or records, if any, pertaining to lead-based paint or lead-based paint hazards in or on the Premises, and that RESIDENT agrees to notify OWNER promptly in writing of any deteriorating and/or peeling paint.

|                     |  |       |  |
|---------------------|--|-------|--|
| RESIDENTS' Initials |  | Date: |  |
| RESIDENTS' Initials |  | Date: |  |
| RESIDENTS' Initials |  | Date: |  |

### MOLD NOTICE

OWNER/ OWNER'S agent has inspected the unit prior to this Agreement and is not aware of any damp or wet building materials or mold contamination. RESIDENT agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/ OWNER'S agent any evidence of water leaks, excessive moisture or lack of proper ventilation, as well as any evidence of mold that cannot be removed by cleaning. RESIDENT agrees to maintain the Premises in a manner that prevents the occurrence of, and infestation of mold or mildew in the Premises, including using exhaust fans where provided, properly ventilating bathrooms when in use and promptly reporting to OWNER any non-working fans or inoperable windows, using reasonable care to prevent the intrusion of moisture into the premises, and notify OWNER immediately of any source of water intrusion into the premises.

### SEX OFFENDER REGISTRATION ACT NOTICE

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. Pursuant to the California Penal Code, section 290.46, information about specified registered sex offenders is made available to the public via the internet through a website maintained by the Department of Justice (available online at [MegansLaw.ca.gov](http://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 and ZIP code in which he or she resides.

#### **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."

#### **PERIODIC PEST CONTROL TREATMENTS**

California Civil Code Section 1940.8 an OWNER of a residential dwelling unit shall provide each new tenant that occupies the unit with a copy of the notice provided by a registered structural pest control company pursuant to Section 8538 of the Business and Professions Code, if a contract for periodic pest control service has been executed.

#### **ASBESTOS and CARCINOGENIC MATERIAL**

Residential property built before 1981 may contain asbestos. Signs of asbestos-containing materials in older buildings include flaking ceiling tiles, or crumbling pipe wrap or insulation. Disturbing asbestos containing materials may create or increase a risk of exposure. Asbestos particles can cause serious health problems if they are inhaled. Resident shall not knowingly take any action that will increase the likelihood that asbestos will be disturbed, and Resident will promptly notify Owner of any condition or occurrence which Resident reasonably believes or suspects may involve a risk of asbestos contamination. For more information, go to [www.epa.gov/asbestos](http://www.epa.gov/asbestos).

An OWNER with 10 or more employees must disclose the existence of known carcinogenic material (for example, asbestos) to prospective tenants. OWNER is aware of asbestos in the following locations in the Premises or building containing the Premises:

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#### **METHAMPHETAMINE CONTAMINATION**

Residential property that has been used for methamphetamine production may be significantly contaminated. A local health officer who inspects rental property and finds that it is contaminated with a hazardous chemical related to methamphetamine laboratory activities must issue an order prohibiting the use or occupancy of the property. This order must be served on the property owner and all occupants. The owner and all occupants then must vacate the affected units until the officer sends the owner a notice that the property requires no further action. The owner must give written notice of the health officer's order and a copy of it to potential tenants who have completed an application to rent the contaminated property. Before signing a rental agreement, the tenant must acknowledge in writing that he or she has received the notice and order. The tenant may void (cancel) the rental agreement if the owner does not comply with these requirements. The owner must comply with these requirements until he or she receives a notice from the health officer that the property requires no further action. 82

#### **MILITARY BASE OR EXPLOSIVE**

An OWNER who knows that a rental unit is within one mile of a closed military base in which ammunition or military explosives were used must give written notice of this fact to a prospective tenant. The OWNER must give the tenant this notice before the tenant signs a rental agreement. Civil Code Section 1940.7.

#### **DEATH IN THE RENTAL UNIT**

If a prior occupant of the rental unit died in the unit within the last three years, the owner or the owner's agent must disclose this fact to a prospective tenant when the tenant offers to rent or lease the unit. The owner or agent must disclose the manner of death, but is not required to disclose that the occupant was ill with, or died from, AIDS. However, the owner or agent cannot intentionally misrepresent the cause of death in response to a direct question. Civil Code Section 1710.2

