

SAN FRANCISCO APARTMENT ASSOCIATION RESIDENTIAL TENANCY AGREEMENT

1. **INTRODUCTION:** _____

("Owner") rents to _____

("Tenant") and Tenant agrees to rent _____

Security Deposit:	\$	_____
Rent Collected:	\$	_____
for the Period		_____ to _____
Other:	\$	_____
TOTAL		_____
CHARGES:	\$	_____

California, (the "Premises"). No other portion of the building (the "Building"), where the Premises is located, is included for lease unless expressly provided for in this Residential Tenancy Agreement (the "Agreement"). The Premises is provided as Unfurnished or Furnished (see attached Furniture Inventory). The appliances provided at inception of the tenancy are described as: _____

2. **TERM:** The term of this rental shall begin on _____ and end on _____, and thereafter shall be month-to-month on the same terms and conditions as stated herein, save any changes lawfully made 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 shall not be liable for any rent until possession is delivered.

4. **RENT:** The initial monthly base rent for the Premises shall be US \$ _____. All rent is due and payable in advance on the _____ day of each and every month (the "Due Date") without offsets, deductions or credits. All rent shall be payable to Owner or such other person or recipient as Owner shall designate in writing. Tenant agrees always to pay rent by personal check, cashier's check, or money order and not use cash unless specifically requested by Owner. Rent shall be paid to Owner at the following address: _____

_____ during normal business hours, or at such other place designated by Owner. In the event of roommates, or another form of multiple occupancy, Tenant understands and agrees that rent shall be paid with a single payment and that it is up to Tenant to collect individual checks independently in order to submit a combined, single payment. Nothing in this Paragraph shall be construed as a direction by Owner to make payment in a particular manner; instead, it is a promise by Tenant to pay in the manner set forth herein. Tenant 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 prorated at the rate of 1/30th of the monthly rent per day. Owner may apply any payment made by Tenant to any obligation of Tenant to Owner notwithstanding any dates or other direction from Tenant that accompanies such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement on the face of any check. 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 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 shall pay a security deposit of US \$ _____ (the "Security Deposit") for the purposes set forth in Civil Code Section 1950.5. No trust relationship between Owner and Tenant 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, amounts required to remedy future defaults by Tenant in any obligation under this Agreement to restore, replace, repair or return personal property or appurtenances, exclusive of ordinary wear and tear. Owner shall, within the time period allotted by law, refund any balance after such deductions, to Tenant, after Tenant has vacated the Premises. Tenant shall not be deemed to have vacated the Premises for purposes of this Paragraph until a) Tenant returns to Owner all keys to the Premises, and b) Tenant 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 therefrom will be mailed to Tenant at the Premises unless Tenant 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 payment refunding any balance of the Security Deposit may be made in the name of any or all of the 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 may not apply the Security Deposit, or any portion thereof, to the last month's rent.

If required by law, Owner shall pay to Tenant simple interest as directed by such law, less deductions, on the amount held as a Security Deposit, provided this tenancy does not terminate before the Security Deposit has been held for one (1) 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 surrender of the Premises, if the Security Deposit is insufficient to remedy Tenant's default in rent, to repair damages caused by Tenant, or 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 at Tenant's 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 any local rent control law.

If Owner applies any portion of the Security Deposit to any obligations of Tenant at any time during the tenancy, Tenant must, upon thirty (30) days written notice, reinstate the Security Deposit to its full original amount. Owner may apply the Security Deposit during the term of the tenancy for any purpose allowed by law, and in such case, upon thirty (30) days' written notice to Tenant, Tenant shall restore the Security Deposit to the full amount provided herein.

6. FAILURE TO PAY: Pursuant to Civil Code Section 1785.26, Tenant is hereby notified that a negative credit report reflecting on Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as the financial obligations of this Agreement.

7. LATE PAYMENTS: Tenant and Owner agree that Owner will sustain costs and damage as a result of any late payment of rent but that it will be impracticable or extremely difficult to fix the actual damage. Therefore, the following sum represents a reasonable and fair estimate by Owner and Tenant of the actual damage that would be sustained. Tenant agrees to pay a late charge equal to US \$ _____ for any payment of rent not received by Owner within _____ calendar days of the Due Date. The provision for payment of a late charge does not constitute a grace period, and Owner may serve a *Three-Day Notice to Pay Rent or Quit* on the day after the Due Date. Owner and Tenant agree that Tenant paying rent late on three (3) separate occasions within any twelve (12) 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. The late charge shall be imposed for failure to pay any portion of the rent, including those portions allocated to parking and storage.

8. RETURNED CHECKS: Tenant and Owner agree that Owner will sustain costs and damage as a result of a check which is not honored by the bank on which it is drawn, for any reason, but that it will be impracticable or extremely difficult to fix the actual damage. Therefore, the following sum represents a reasonable and fair estimate by Owner and Tenant of the actual damage that would be sustained. Tenant agrees to pay to Owner the additional sum of US \$ _____ 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 7 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. 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, 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 agree that three (3) returned checks in any twelve (12) month period shall constitute a frequent return of checks due to insufficient funds and may be considered just cause for eviction.

9. PARTIES TO AGREEMENT: This Agreement is between Owner and each named Tenant who is a signatory to this Agreement, individually and severally. 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 any named Tenant occupies the Premises.

10. 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, Tenant's guests, or Tenant's invitees. This joint and several liability applies for as long as any one of the Tenants remains in possession.

11. OCCUPANCY: Tenant(s) named in Paragraph 1 of this Agreement and no others is the only "original occupant" who took possession of the Premises pursuant to this Agreement. "Original occupant" can only be the person, or persons, who took occupancy of the Premises at the inception of the tenancy. All other persons who are not "original occupants" shall be considered "subtenants." Tenant may have guests on the Premises for no more than fifteen (15) consecutive days or thirty (30) days in a calendar year, and no more than two (2) guests per bedroom at any one time. Persons staying more than fifteen (15) consecutive days or more than thirty (30) days in any calendar year shall not be considered original occupants of the Premises. Tenant must obtain the prior written approval of Owner if an invitee or guest of Tenant will be present at the Premises for more than fifteen (15) consecutive days or thirty (30) 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. INSPECTION OF PREMISES: Tenant has been provided a Move-In/Move-Out Itemized Statement. Furnishings, equipment, plumbing, heating and electrical systems including smoke and carbon dioxide detectors, where applicable, are operative and are deemed satisfactory by Tenant unless Owner is notified in writing by Tenant to the contrary. The failure by Tenant to return to Owner an acknowledged copy of the Move-In/Move-Out Itemized Statement within 48 hours after Tenant moves in shall be an acknowledgement by Tenant that the Premises are habitable and in good condition.

13. USE: The Premises shall be used as a permanent, full-time dwelling for residential purposes only and for no other reason. No retail, 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 obtain liability insurance for the benefit of Owner. Tenants may not store or place any personal property outside of the Premises unless otherwise allowed by the terms herein. Owner has the right to remove or dispose of any unlawfully stored items of personal property without notice. No hotel use, such as daily rentals, shall be made. In addition, regardless of what local laws are or have been enacted, Tenant may never use the Premises for hotel, daily, or short-term usage. Specifically, any advertising or on-line postings as well as actual rentals of the Premises to vacation or short-term guests shall constitute a material breach of this Agreement and shall be just cause for eviction. Moreover, a guest who is required to pay (either in currency or through barter) Tenant to stay at the Premises shall likewise cause this "Use" covenant to be breached.

14. NUISANCE: Tenant shall not commit, nor permit to be committed, any waste or nuisance upon, in, or about the Premises, nor shall Tenant create or permit a substantial interference with the comfort, safety, or enjoyment of Owner and/or other occupants of the Building or their guests or invitees.

15. FINES AND PENALTIES: Tenant is responsible for any fines or other costs occasioned by violations of the law by Tenant or Tenant's guests on the Premises or property while Tenant is in possession. If any such fines or costs are levied against Owner/Agent, Tenant agrees to pay such fines or costs attributed to Tenant's tenancy or the conduct of Tenant, Tenant's guests or others at the Premises, upon receipt of an invoice from Owner/Agent. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Tenant.

16. ASSIGNMENT AND SUBLETTING (Owner shall select ONE option, either A or B)

(A) No Assignment or Subletting: Except as Owner is required to permit by law, Tenant may not assign this Agreement or sublet the Premises or any portion of the Premises. This obligation of Tenant is intended as a strict and absolute prohibition against subletting and assignment and may not be waived by either party. If for any reason this prohibition is deemed to be invalid or unenforceable, then Paragraph 16 (B) shall apply.

Tenant Initial Here If Paragraph 16A is selected by Owner : _____

(B) Consent to Assignment or Subletting Required: Tenant agrees and covenants not to assign this Agreement or sublet the Premises or any portion of the Premises without first obtaining the prior written consent of Owner. This obligation may not be waived by either party.

The following requirement shall apply to any request for subletting and/or assignment:

- a. Any request to sublet must come in writing from Tenant before subtenant ("Subtenant") takes occupancy of the Premises. The request must be given by certified mail or hand delivered to Owner at the place for giving notices as set forth in this Agreement.
- b. Any request for subletting or assignment must be on the basis of a one-for-one replacement of the departing Tenant(s). Tenant may only request replacement of a departing Tenant or Tenants with an equal, or fewer, number of new tenants.
- c. Proposed Subtenant or assignee ("Assignee"), if requested by Owner, must complete Owner's standard application, or, in the event Owner fails to provide an application or has no standard application form, proposed Subtenant or Assignee must, upon request, provide sufficient information to allow Owner to conduct a typical background check, including credit information, income information, references, and background information.
- d. Tenant must provide Owner five (5) business days to process proposed Subtenant's or Assignee's application.
- e. Proposed new Subtenant or Assignee must meet the regular reasonable application standards of Owner.
- f. Tenant must not, without good cause, request Owner's consent to a new Subtenant or new Assignee more than one (1) time per existing Tenant residing in the Premises during the previous twelve (12) months.

17. SMOKING: Smoking is not permitted in the Premises or in any common area of the Building. Tenant shall inform his or her guests or invitees of this smoking prohibition. Any breach of this provision by the Tenant shall be deemed a material breach of the Agreement and may be just cause for eviction. Tenant shall promptly notify Owner in writing of any incident where tobacco smoke is migrating into the Premises from sources outside of the Premises.

Tenant is hereby informed that there may be rental units in the Building where smoking is permitted. Owner shall not be liable for any damages or injury to Tenant's health or personal property, or any other person's health or personal property, occurring on the Premises or any part thereof, in connection with the use of tobacco or tobacco products by any other resident or occupant in the Building. Tenant acknowledges that other residents in the Building may be permitted to smoke inside of their units. If Owner has exercised proper diligence in ascertaining and disclosing the location of other units where smoking is, or has been, permitted, this disclosure still may not be accurate either in whole or in part. Owner's designation and disclosure of non-smoking areas does not make Owner the guarantor of Tenant's health, or of the smoke free condition of the areas in which smoking is prohibited, or that the Building will be free from secondhand smoke. The tobacco smoke disclosure's accuracy is dependent in significant part on compliance by each residential tenant and any guests. Thus, while Owner has made every reasonable effort to ascertain and identify units where smoking is, will be, or has been permitted, this disclosure is not guaranteed or warranted to be accurate. As such, Tenant and Tenant's guests, invitees, and subtenants hereby hold Owner and Owner's agents harmless for any personal injury or property damage resulting from the disclosure of the use of or exposure to tobacco and tobacco products. This hold-harmless clause shall survive the termination of the tenancy and leasehold.

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, Tenant's guests, or Tenant's invitees. The failure to abide by the covenant shall constitute a material breach of the Agreement and is a just cause for eviction.

18. PETS: No pets or animals are allowed in or about the Premises, even temporarily or with a visiting guest, except as allowed by law or by the express written consent of Owner, which may be unreasonably withheld. Any such consent is conditioned upon Tenant completing, signing, and returning to Owner the Pet Agreement, which shall become part of the Agreement.

19. 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, and upon the completion of a Waterbed Agreement, which shall become part of this Agreement.

20. ROOF/FIRE ESCAPES: Use of the roof and/or the fire escapes by Tenant, Tenant's guests, or Tenant's invitees is limited to emergency egress only. No other use is permitted, including but not limited to, the placement of personal property. No storage of any kind will be permitted on fire escapes or in other common areas. Owner reserves the right to remove any unauthorized personal property at any time without notice.

21. STORAGE:

- No storage outside of the Premises is authorized, permitted, or provided under this Agreement. (If neither box in Paragraph 21 is checked, this provision applies.)
- Storage is allowed pursuant to the attached Storage Agreement.

22. PARKING:

- This Agreement does not provide for parking of any motor vehicle or motorcycle anywhere in or about the Premises, the Building, and/or the driveway(s). (If neither box in Paragraph 22 is checked, this provision applies.)
- This Agreement does provide for parking. Tenant's right to park is governed by the attached Agreement to Rent Parking Space.

23. UTILITIES: Tenant shall pay directly for all utilities, services and charges provided to the Premises except for those listed as follows: _____ . For utilities required to be paid directly by Tenant, Tenant must place all utilities in his or her name promptly. Tenant agrees to comply with any energy or water conservation, or utility-sharing programs implemented by Owner. Tenant understands that the rent paid by all Tenants is partially determined by the cost of utilities. Nothing contained herein prevents Owner from passing through to Tenant utility costs as provided by law. Tenant shall be provided access to the Building and the Premises for the installation of utility and communication lines and services as required by law and upon prior written consent by Owner. To the extent that any utilities, services and charges provided to the Premises are not paid by Tenant as set forth above, Tenant agrees to only use such utilities, services and charges provided to the Premises which are reasonably necessary for the ordinary comfort and safety of Tenant to reside in the Premises. Excessive use of such utilities, services and charges provided to the Premises shall constitute a material breach of this Agreement. Tenant may not charge any device, including vehicles, in Building common areas or in designated parking/storage spaces without Owner's express written consent. If a parking area is rented to Tenant for Tenant's exclusive use, Tenant may not use the electrical outlet to charge Tenant's vehicle unless Tenant has obtained the express written permission of Owner to do so. Owner's requirement to provide shall be limited to what is required by local law.

24. INTERRUPTION OF SERVICES: Owner shall not be liable to Tenant or to any other person for damages, 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.

25. MAINTENANCE AND REPAIRS: Tenant shall, at Tenant'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 understands that Tenant is responsible for the cost of repair of all damages in or about the Premises whether caused by Tenant, Tenant's guests, or Tenant's invitees.

Tenant may not make any alterations to cable or telephone wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of Owner or Owner's agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications provider. Tenant shall hold Owner harmless and indemnify Owner as to any mechanic's lien recordation or proceeding caused by Tenant. Tenant agrees to pay all costs resulting from the alteration and agrees to pay Owner any costs incurred as a result of restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.

Except in an emergency, maintenance and repair requests must be made in writing and delivered to Owner or Owner's 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. Tenant may not place any unreasonable restrictions upon such access or entry. The Premises shall be presumed to be in a safe and habitable condition unless and until Tenant provides written notice to the contrary and said notice is received by Owner.

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

In the event that the Premises contains landscaping under the exclusive control of Tenant, Tenant shall be required to properly maintain the landscaping at all times during the tenancy. The failure to maintain landscaping shall constitute a breach of a material lease covenant. Resident shall promptly advise Owner of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage, and insufficient irrigation or leaks. Resident may NOT delegate the responsibilities of the paragraph to any person, including a contractor or other landscaping professional, without the prior written consent of Owner.

Tenant 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 the Premises and may inconvenience Tenant. Tenant agrees that any such loss shall not constitute a reduction in housing services, severance of housing services, or otherwise warrant a reduction in rent.

26. ALTERATIONS: Tenant shall not remodel, renovate, paint, refinish floors, or otherwise alter the Premises, common areas, or any other parts of the Building. Tenant shall not apply adhesive paper to any cabinets, walls, or doors; nor shall Tenant hang any plants, planters or lighting fixtures from ceilings or walls; nor shall Tenant tack, nail or glue any coverings to floors or walls without prior written consent of Owner. Tenant shall not install or operate any washing machines, clothes dryers, portable dishwashers, deep-freeze units or other appliances, pianos, or outside antennae on the Premises without prior written consent of Owner. No plants, planters or plant boxes may be placed directly on floors, carpets, window ledges or on fire escapes. Upon termination of tenancy, Owner shall have the option, at Owner's sole discretion, to require Tenant to restore the Premises to the original condition as received excepting normal wear and tear.

27. SATELLITE DISHES: Any Satellite Dish installations shall be subject to all of the following rules and conditions: a) Satellite Dish must be installed within the Premises or inside balcony railings or windows; b) Satellite Dish may not exceed one (1) meter in diameter; c) installation must comply with reasonable safety standards; d) installation must not damage Premises, Premises walls or other appurtenances; e) Tenant remains strictly liable for any injury or damage to persons or property caused by the Satellite Dish, and Tenant agrees to 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.

28. LOCKS: Tenant shall not change any lock, alarm, 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 shall provide Owner with keys to such lock or device within 48 hours of Owner's request. Any expense incurred by Owner as a result of Tenant's action, such as changing of locks, shall be reimbursed by Tenant upon demand. Once installed, an approved lock may not be removed even when the Premises is vacated. Keys to the Premises are the exclusive property of Owner. Tenant 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 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 Building occupants. All keys must be returned to Owner when Tenant vacates. Tenant shall be charged for the cost of new locks and keys if all keys are not returned.

29. 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, unless restored pursuant to law.

30. ENTRY AND INSPECTION: Owner shall have the right to enter the Premises pursuant to California Civil Code Section 1954. Owner shall give Tenant reasonable notice of the intention of Owner/Owner's agent to enter the Premises and shall enter only during normal business hours, unless otherwise agreed by Tenant. 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 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.

If Tenant has, after written notice to cease, continued to deny Owner access to the Premises, 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 inspections, repairs or alterations, Tenant agrees to cooperate fully with Owner so that all such inspections, repairs or alterations are made in as expeditious and efficient a manner as possible.

31. SMOKE DETECTION DEVICE: The Premises are equipped with a functioning smoke detection device(s), and Tenant shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner. If battery operated, Tenant is responsible for changing the detector's battery as necessary. Owner shall have a right to enter the Premises to check and maintain the smoke detection device as provided by law. It is expressly understood that Tenant may not, at any time, disable or remove an installed smoke detection device, and to do so shall be considered a material breach of this Agreement and will be a just cause for eviction.

32. CARBON MONOXIDE DETECTION DEVICE: If the Premises are equipped with a functioning carbon monoxide detection device(s), Tenant shall be responsible for testing the device weekly and immediately reporting any problems, maintenance, or need for repairs to Owner. If battery operated, Tenant is responsible for changing the detector's battery as necessary. Owner shall have a right to enter the Premises to check and maintain the carbon monoxide detection device as provided by law. It is expressly understood that Tenant may not, at any time, disable or remove an installed carbon monoxide detection device, and to do so shall be considered a material breach of this Agreement and will be a just cause for eviction.

33. 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 Tenant receive certain information before renting pre-1978 housing. By signing this Agreement, Tenant represents and agrees that Owner has provided Tenant with such information, including, but not limited to:

- EPA booklet entitled, "Protect Your Family From Lead In Your Home"

34. ASBESTOS: The Premises may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: _____ (Copies of available reports, if any, are attached hereto for your reference and information.)

Damaging or disturbing the surface of asbestos-containing materials (ACMs) may increase the risk of exposure. Therefore, Tenant and Tenant's guests, contractors, or invitees shall not allow any action which may, in any way, disturb ACMs or any part of the Premises that may contain asbestos or ACMs. Tenant shall notify Owner immediately if Tenant knows or suspects that an ACM has been disturbed or if Tenant becomes aware of any ACM that is showing signs of deterioration.

35. MOLD/MILDEW: Tenant agrees to maintain the Premises in a manner that prevents the occurrence and infestation of mold or mildew in the Premises, including the use of bathroom exhaust fans and/or opening windows as necessary to avoid moisture build-up. Tenant 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 represents and agrees that Owner has provided Tenant with such information, including, but not limited to the attached Addendum—"Mold Notification."

36. 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."

37. HOLD HARMLESS: Owner shall not be liable for any damages or injury to Tenant, 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, Owner's agents, or Owner's employees. Tenant shall indemnify, defend and hold Owner and Owner's 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, Tenant's guests, licensees, or invitees occurring in or about the Premises including other areas of the Building, adjacent sidewalks, streets, etc. Tenant hereby expressly releases Owner and/or Owner's agents from any and all liability for loss or damage to Tenant'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.

38. ESTOPPEL CERTIFICATES: Tenant(s), and all persons holding under them, shall within five (5) days after receipt from Owner, 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 initial dates of occupancy, the date of the last rent increase, the status of each occupant entitled to special benefits based on age, health, disability, income, or other criteria under any provision of the local rent laws or other applicable law, the identity of furniture or fixtures that belong to Tenant, 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 shall disclose, upon request, any information that Tenant believes would prevent any purchase of the Premises or would prevent Owner or a 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.

INSURANCE/RENTER'S INSURANCE: Generally, except under special circumstances, OWNER IS NOT legally responsible for loss to the Tenant's personal property, possessions or personal liability, and OWNER'S INSURANCE WILL NOT COVER such losses or damages. In addition, if damage to Owner's property or an injury is caused by Tenant, Tenant's guest(s), invitees or child (children), Owner's insurance company may have the right to attempt to recover from Tenant(s) payments made under Owner's policy.

Tenant is required to maintain renter's insurance on a policy form commonly known as HO-4 throughout the duration of the tenancy that includes at a minimum: (1) Personal Liability coverage of at least US \$300,000.00 combined single limit per occurrence for Bodily Injury and Property Damage; (2) the Premises listed above must be listed on the policy as the "insured premises" of the Tenant insured; (3) Owner is listed as a Certificate Holder and, if acceptable to the insurance company, as an additional insured; and (4) the carrier must provide thirty (30) days' notice of cancellation or non-renewal to Owner, except for non-payment of premium for which ten (10) days' notice shall be given. Owner strongly recommends that Tenant consult with a qualified insurance agent and obtain appropriate coverage for fire, theft, liability, and other perils.

Tenant must provide proof of such insurance to Owner within thirty (30) days of the inception of the tenancy. In addition, Tenant must provide to Owner proof of insurance on an annual basis. The failure to abide by this covenant shall constitute a material breach of this Agreement and is a just cause for eviction.

40. 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 data base of the locations of persons required to register pursuant to Paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code.

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

41. NO WAIVER: No failure of Owner to enforce any term of the 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 the Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term of the 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 of all the provisions of the Agreement, or support a claim of detrimental reliance by Tenant. 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 for habitual late payment of rent. **This covenant of the Agreement cannot be waived by Owner.**

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

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

44. CAPTIONS: The captions in the Agreement are to assist the parties in reading the Agreement and are not a part of its terms or provisions.

45. INITIALS: The Agreement is binding and enforceable even if a page of the Agreement is not initialed by either party or both.

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

47. NON-RENT CONTROLLED JURISDICTIONS: The Agreement may be used for housing that is subject to the provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance ("Rent Ordinance"), or exempt from said law. No provision of the Agreement will in any way create rights for Tenant under the Rent Ordinance for any exempt rental premises, nor create any contractual obligation on the part of Owner to comply with the Rent Ordinance or any mandate of the San Francisco Residential Rent Stabilization and Arbitration Board.

48. CONDOMINIUM/"TIC" REQUIREMENTS COMPLIANCE: [Check here if the Premises is a condominium or "TIC"]. Tenant has been advised that the Premises is a condominium unit, or a unit in a tenancy-in-common ("TIC") building subject to a written TIC Agreement. Tenant understands and acknowledges that Tenant's occupancy of the Premises is to some extent governed by a Declaration of Covenants, Conditions & Restrictions (CC&Rs) and Rules & Regulations of a Homeowners Association ("HOA") if a condominium unit, or the TIC Agreement if a unit in a TIC building. All such documents are referred to as "Governing Documents." Tenant acknowledges that Tenant has been provided with the Governing Documents, or has had the opportunity to examine them, prior to entering into the Agreement, and that Tenant and Tenant's guests, invitees, and sublessees (if any) will at all times comply with the requirements of the Governing Documents, and that Tenant's failure, or that of Tenant's guests, invitees, and/or sublessees to do so will constitute a material breach of the Agreement. Tenant further agrees that should Owner be assessed any fines or penalties by the HOA or TIC as a result of any conduct by Tenant or the parties associated with Tenant, Tenant will immediately pay to Owner, on Owner's demand, the full amount of any such penalty or assessment. Owner shall have no obligation to defend against the assessment with the HOA or TIC.

49. ABANDONED PERSONAL PROPERTY: State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

50. NO RELIEF FROM FORFEITURE: Owner and Tenant stipulate that for purposes of Code of Civil Procedure Section 1179, that as a condition for granting relief from forfeiture, Tenant shall pay all back rent, Owner's attorneys' fees and costs, and any other damages sustained by Owner, as a condition for relief from forfeiture. Such payments must be made within five (5) days after entry of any order granting relief from forfeiture.

TERMINATION: If Tenant 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 must give owner at least thirty (30) days prior, written notice of Tenant'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. Upon termination, Tenant shall completely vacate the Premises and any parking or storage areas; give written notice of Tenant'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 or the date Tenant vacates, whichever comes later. Tenant may rescind said notice within five (5) calendar days after it is served on Owner without incurring liability to any person. Such rescission must be in writing, and delivered to Owner. Thereafter, if Tenant fails to vacate the Premises on or before the date set forth in Tenant's notice, Tenant shall be liable for any costs incurred by Owner or any third parties who relied upon Tenant'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 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 failure to comply with the provisions of Tenant's notice. Tenant's failure to pay any such sums within twenty (20) days after demand shall be deemed a material breach of the Agreement. It is agreed by the parties to this Agreement that delivery of possession shall be deemed to occur when Tenant delivers the keys to the Premises to Owner or Owner's agent during normal business hours as stated in this Agreement. Any attempt by Tenant to terminate the Agreement prior to the end of the original term shall be deemed to be a breach of the Agreement, and Owner shall be entitled to recover all damages occasioned thereby, including leasing commissions, advertising expenses, utilities maintained to show the Premises, and all unpaid rent until the term of the lease.

52. NEIGHBORHOOD DISCLOSURE: Tenant is advised to satisfy him or herself as to the neighborhood or area conditions, including the following: schools; proximity and adequacy of law enforcement; crime statistics; proximity of registered felons or offenders; fire protection; other governmental services; availability, adequacy and cost of any wired or wireless internet connections or other telecommunications or other technology services and installation; proximity to commercial, industrial or agricultural activities; existing and proposed transportation, construction and development that may affect noise, view, or traffic; airport noise, noise or odor from any source; wild and domestic animals; other nuisances, hazards or circumstances; cemeteries; facilities and condition of common areas; conditions and influences of significance to certain cultures and/or religions; and personal needs requirements and preferences of Tenant.

53. NOTICES: Any notice that either party may give, or is required to give, may be delivered to Tenant at the Premises and Owner at: _____
or such other address later designated by Owner.

54. ENTIRE AGREEMENT: This Agreement consists of the foregoing numbered Paragraphs and attachments identified in this Agreement herein:
(Owner to check all that apply)

- House Rules
- Move-In/Move-Out Condition Report
- Mold Notification
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- EPA booklet "Protect Your Family From Lead In Your Home"
- Parking Agreement
- Pet Agreement
- Storage Agreement
- San Francisco Waste Disposal Addendum
- Bedbug Addendum
- San Francisco Tobacco Smoke Disclosure Addendum
- Other: _____

Owner and Tenant acknowledge and agree that the drafting of the Agreement was the product of negotiations. The Agreement shall not be construed against either Owner or Tenant on the ground that such person authored or drafted the 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 the tenancy and the Agreement pursuant to Civil Code Section 827. If Owner changes a term of the tenancy pursuant to Section 827, then by remaining in possession of the Premises when the change takes effect, Tenant is deemed by such affirmative act to have consented to the change.

BY SIGNING BELOW TENANT(S) HEREBY ACKNOWLEDGE(S) READING AND UNDERSTANDING THE TERMS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGE(S) RECEIVING A COPY HEREOF:

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

ACCEPTED AND AGREED TO BY OWNER:

Owner/Agent Signature: _____

Date: _____

Telephone number where Owner/Agent can be reached: _____

Normal Business Hours of Owner/Agent: _____

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 Agreement and may constitute a just cause for eviction.

Noise and Behavior

Tenant shall not make or permit any noise, or engage in or permit any other conduct that disturbs or offends other Tenants or neighbors. Tenant must comply with the directions of Owner and Owner's determination shall be final. Tenant is responsible for ensuring that disturbing noises are not caused by Tenant's family, guests or invitees. Social gatherings of Tenant 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 Tenants and neighbors. Hosting a loud, boisterous party in violation of this rule may lead to Tenant's eviction.

Consumption of alcoholic beverages by Tenant or Tenant's guests is prohibited in the common areas of the Building. Tenants 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.

Parking (if provided by agreement)

Tenant shall park in Tenant's assigned place ONLY and shall not permit visitors to use parking facilities. Only vehicles may be parked in parking areas.

Motorcycles, motor-driven cycles, bicycles, etc., shall not be stored in/on patios, fire escapes, hallways, common areas or other non-parking areas.

Bike Racks

If Owner has provided a bike rack in the Building, Tenant's use of the bike rack is at Tenant's own risk. Owner shall not be liable or responsible in any way for theft or damage to Tenant's bike(s). Tenant must provide a locking device, and must cooperate with other Building residents to ensure that everyone is able to use the rack. The bike rack is provided as a courtesy only. Owner may, at Owner's sole discretion, remove the bike rack and discontinue this service for any reason, and Tenant hereby acknowledges that such a discontinuation or interruption of usage shall not constitute a decrease in housing services.

Building Appearance

Alterations that will affect the Building's appearance, such as window coverings, shall not be permitted without Owner's prior written approval.

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.

Garbage cans, brooms, mops, cardboard boxes and similar articles are to be kept inside the Premises. Towels, rugs, clothing and other articles are not to be hung from windows, railings, fire escapes or balconies.

Refuse

In order to preserve the appearance and cleanliness of the Building, Tenant shall take care to prevent waste from dropping or spilling on carpeting, concrete, walkways and/or other common areas.

Tenant is required to cooperate with any recycling programs in effect or implemented by Owner. Items too large to fit in any trash chute or refuse container must be carried to a designated area or disposed of by Tenant at Owner's direction.

Tenant is liable for any additional costs involved in hauling or disposing of any items not collected by any contracted scavenger service.

Refuse is to be placed inside designated containers or chutes. Doors and lids should be closed properly and not slammed.

Tenant is responsible for the general cleanliness and sanitation of the Building. Please keep that in mind at all times. Cardboard boxes and other large refuse must be broken down or folded before being placed in the designated containers.

Cooperation with Waste Removal Laws

Tenant shall cooperate with all waste removal laws now in effect or that become effective during the tenancy. This means that Tenant shall ensure that all of Tenant's waste is properly sorted and placed in the appropriate bin (for example, recycling, compost, hazardous waste, and garbage). Any fine levied against Owner for a violation of rules pertaining to the sorting of waste items shall be paid by the offending Tenant. Tenant agrees to always comply with all governmental recycling and composting requirements.

Lockouts

Tenant should take care not to lock himself/herself out of the Premises. If Owner is required to assist any Tenant in gaining entry to the Premises, Owner may charge Tenant \$ _____ for each successive lockout and may require Tenant to contract with a professional locksmith.

Deliveries

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.

Laundry Facilities (if provided)

Heavy articles are not allowed in the laundry machines or dryers.

Tenant must remove contents from machine promptly when cycle is complete.

Owner assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein. Laundry facilities are for the exclusive use of Tenant for their own clothing only. Owner may, in Owner's sole discretion, raise the fees for usage of the machines without notice, and any such raise shall not constitute an increase in rent.

Unit Care

Before washing or cleaning walls, drapery or carpet, Tenant must consult Owner for the appropriate method or for recommended vendors to perform such work.

Tenant shall be responsible for any damage caused by the employment of any improper method or vendor and/or the cost of redoing the work or restoring damaged articles or property to Owner's satisfaction if the method applied or the vendor employed was unsatisfactory.

Tenant may not burn incense and may not leave burning candles unattended.

Tenant may not install air conditioners, ventilators or window screening devices without Owner's prior written approval.

Tenant shall not paint the Premises or any portion thereof without prior written consent of Owner. In the event such permission is given, Tenant shall restore the original paint colors prior to vacating the Premises. Tenant shall be responsible for all costs involved in such repainting.

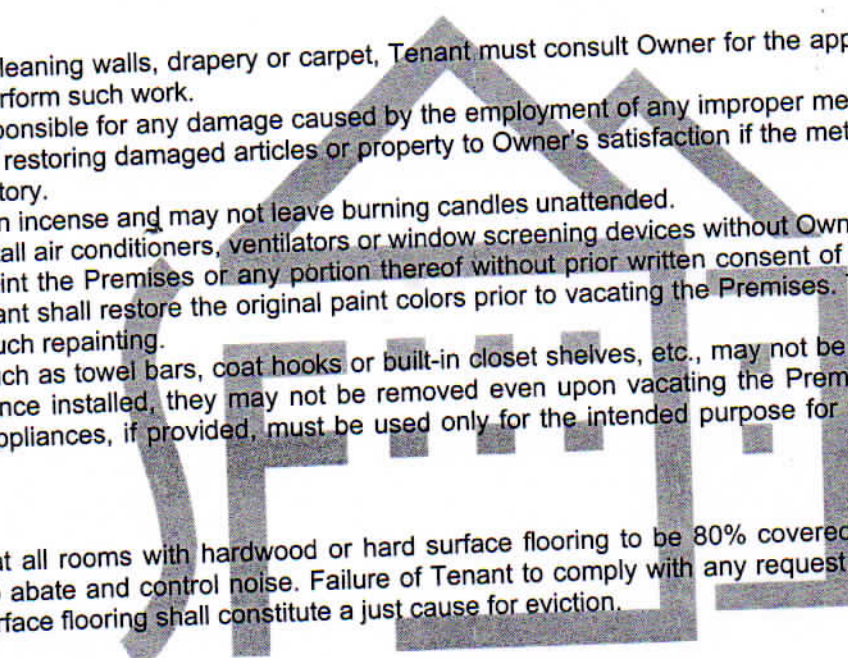
Any accessories such as towel bars, coat hooks or built-in closet shelves, etc., may not be added without the prior written consent of Owner. Once installed, they may not be removed even upon vacating the Premises. Garbage disposals, dishwashers and other appliances, if provided, must be used only for the intended purpose for which they were designed and constructed.

Floor Covering

Owner requires that all rooms with hardwood or hard surface flooring to be 80% covered by carpeting. Carpet covering may be necessary to abate and control noise. Failure of Tenant to comply with any request to cover 80% of all rooms with hardwood or hard surface flooring shall constitute a just cause for eviction.

Wall Hangings

Adhesive picture hangers designed for such use and easy removal are permitted. Picture hangers employing a small nail or pin are also permitted. However, Tenant is responsible for the cost of any repairs or painting required as a result of the hanging of pictures or other objects.



ACCEPTED AND AGREED TO BY:

San Francisco Apartment Association

Tenant Signature: _____	Date: _____
Tenant Signature: _____	Date: _____
Tenant Signature: _____	Date: _____

Addendum—Mold Notification

It is Owner's goal to maintain the highest quality living environment for Tenant. Therefore, know that the Owner/Owner's agent ("Agent") has inspected the Premises prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination.

Tenant is hereby notified that mold, however, can grow if the Premises and furnishings are not properly maintained or ventilated. If moisture is allowed to accumulate in the Premises, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the Premises. It is also important that Tenant keep the interior of the Premises clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

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

1. Tenant agrees to keep the Premises free of dirt and debris that can harbor mold.
2. Tenant agrees to immediately report to Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant agrees to notify Owner of overflows from bathroom, kitchen, or Premises laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant agrees to report to Owner/Agent any significant mold growth on surfaces inside the Premises.
5. Tenant agrees to allow Owner/Agent to enter the Premises to inspect and make necessary repairs.
6. Tenant agrees to properly ventilate the bathroom while showering or bathing and to report to Owner/Agent any non-working fan or window.
7. Tenant agrees to use exhaust fans, if provided, whenever cooking, dishwashing or cleaning.
8. Tenant agrees to use all reasonable care to prevent outdoor water from penetrating into the interior of the Premises.
9. Tenant 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 agrees to notify Owner/ Agent of any problems with any air conditioning or heating systems that are discovered by the Tenant.
11. Tenant agrees to indemnify and hold harmless Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that Owner/Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the Premises.

ACCEPTED AND AGREED TO BY:

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

San Francisco
Apartment Association

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Note: For purposes of this Disclosure the terms "Lessor" and "Lessee" are used interchangeably for "Owner" and "Tenant".

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 appropriate boxes)

- _____ (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:

- 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*):

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

Tenant's Acknowledgment (*Tenant to initial as acknowledgement*)

- _____ (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. §4852d 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.

ACCEPTED AND AGREED TO BY:

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

**LEASE ADDENDUM FOR SAN FRANCISCO BUILDINGS AFFECTED BY
PUBLIC WORKS AND ENVIRONMENTAL ORDINANCES
REGARDING TRASH/WASTE/RECYCLING AND COMPOSTING**

San Francisco Public Works Code Section 170 requires all property owners and users to remove any cans, containers, or receptacles used for the collection of garbage, refuse, ashes, cinder, sludge, offal, broken glass, crockery, tins, boxes, animal or vegetable matter, rubbish or other like matter, recycling, or green waste, except on the day the contents of said receptacles are to be collected by the licensed collector thereof or after the hours of 6:00 PM of the day immediately prior to the day of said collection, to be absent from the sidewalk, street, or any other dedicated public right-of-way. All receptacles must be stored in an enclosed area or other area that blocks views of the receptacles from the public sight unless placed in view for collection, and must be removed from public sight immediately after collection occurs. This means that Owner reserves the right to re-configure, reconstruct, and redesign the common areas to accommodate storage of the receptacles in the building. This change to and possible modification of common areas shall not constitute a decrease in housing services for which a rent reduction may be awarded. Tenant agrees to immediately comply with all noticed changes to House Rules and building policies with regard to the placement, storage, and use of receptacles in accordance with Public Works Code Section 170. Any fines imposed by the Director of Public Works for violation of this section may be passed onto the offending Tenant(s).

San Francisco Environment Code requires all persons to separate recyclables, compostable and landfill trash and to participate in recycling and composting programs. This means that Owner must provide separate recyclable, compostable, and trash bins. The recyclable bin is blue, the compostable bin is green, and the trash bin is black. Please note that Tenant must educate himself or herself on what items shall be placed into which bin. Owner shall make literature available to Tenant explaining how to source separate recyclables, compostable(s) and trash. Please note that because these bins must be placed together, Owner may have to re-configure or relocate the receptacle area in the building. Such modification shall not constitute a decrease in housing services for which a rent reduction may be awarded. Tenant agrees to cooperate with Owner's recycling, composting, and trash disposal programs at all times during the tenancy. This is a material lease covenant, and violation thereof may cause termination of the tenancy and/or a pass-through of any fines levied against Owner.

ACCEPTED AND AGREED TO BY:

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

**San Francisco
Apartment Association**