**Residential Lease**

This residential lease (“Agreement”) is made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date] between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** [enter name and legal entity of property owner]**, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, its successors, heirs, and assignees (collectively “**Owner”**) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, [List all adult household members] (collectively, “**Resident”)**. Owner leases to Resident and Resident rents from Owner the **Premises**, described as follows:

An apartment unit designated as unit # xx in the building located at [Enter Property Address] **(“Building”)**, together with fixtures accessories and appliances, EXCLUDING\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_which belong to Resident.

This Agreement is subject to the following terms, conditions, covenants, and agreements:

1. **Term**. This Agreement will begin on \_\_\_\_\_\_\_\_\_ and will end on \_\_\_\_\_\_\_\_\_\_\_\_ [Enter beginning and end dates for a one-year term, e.g. July 15, 2021 and July 14, 2022.]. This Agreement shall continue on a month-to-month basis thereafter, until terminated by either Owner or Resident as provided in Section 17 of this Agreement.
2. **Rent**.The initial rent for the Premises is $xxxx per month to be paid by Resident to Owner via check or money order made payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Property Management Company] at the following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Property Management Address], or to such other party as Owner or its successors designate from time to time. Rent may also be paid by direct deposit.

[If phased rent increases under Section \_\_\_\_ of Loan Agreement, add the following as appropriate:]

\_\_\_\_\_ \_\_\_\_\_ Residents acknowledge monthly rent will increase to $xxxx per month on \_\_\_\_\_\_\_ [enter first anniversary date of beginning lease date]

\_\_\_\_\_ \_\_\_\_\_ Residents acknowledge monthly rent will increase to $xxxx per month on \_\_\_\_\_\_\_\_\_ [enter second anniversary date of beginning lease date]

\_\_\_\_\_ \_\_\_\_\_ Residents acknowledge monthly rent will increase to $xxxx per month on \_\_\_\_\_\_\_\_\_ [enter third anniversary date of beginning lease date]

\_\_\_\_\_ \_\_\_\_\_ Residents acknowledge monthly rent will increase to $xxxx per month on \_\_\_\_\_\_\_\_\_ [enter fourth anniversary date of beginning lease date]

1. **Late Fees, Rent Increases**. Rent shall be paid in advance on or before the 1st day of each month and is late on the 5thday of the month. Resident must pay a late rent charge of $\_\_ on the 5th day of the month and each 5 days thereafter for any late rent payment, but in no event shall the late charges for any single late rent payment exceed $50.

This tenancy is not subject to the S.F. Residential Rent Stabilization and Arbitration Ordinance. After the initial one-year term, annual rent increases are instead governed by a loan agreement between the City and County of San Francisco (“**City**”) and Owner. With respect to rent increases after the initial one-year term, this lease agreement is subordinate to the loan agreement.

The loan agreement provides, among other things, that, "Rents for all Units must be increased once annually by the greater of: (i) the percentage change in annual operating expenses, up to a maximum of 3.5%, or (ii) 2%.” However, if such rent increases result in a rent-to-income ratio equal to or exceeding 50% of Resident’s gross monthly income, Owner will not be required to increase the rent that year, provided that: (a) Owner demonstrates to the satisfaction of the City, in its sole discretion, that the property maintains short- and long-term financial sustainability; and (b) at each annual income recertification, the ability of Resident to pay required rent increases will be reassessed, as will the Owner’s requirement to demonstrate short- and long-term financial sustainability of the property.

Further, if, in any year, Resident’s gross annual income exceeds the maximum income eligible for property tax welfare exemption; Owner shall pass-through the pro-rated monthly expense for the additional property taxes incurred to Resident as a rent increase. Resident may request and City may require that such pass-through be implemented over a period of time. Such pass-through shall cease if and when Resident’s income decreases to within the eligible income level to qualify for the property tax exemption.

There are additional provisions contained in the loan agreement concerning rent increases, such as if a tenant ceases to be income eligible. The complete loan agreement is available to tenants from the Owner or from the Mayor's Office of Housing and Community Development.

1. **Income Certification and Recertification**. Each year, Resident agrees to complete an annual income certification provided by Owner. Resident agrees that all information regarding household income and assets provided to Owner will be true, complete, and correct to the best of Resident’s knowledge. Resident agrees that failure to provide income certification information or a material misrepresentation of Resident’s income or any additional information required under this Section, shall constitute a material breach of this Agreement and will result in immediate termination of tenancy. Resident agrees that all information supplied by Resident may be reviewed by representatives from the San Francisco Mayor’s Office of Housing and Community Development.
2. **Security Deposit**. Owner acknowledges receipt of a security deposit of $xxxx.
3. **Utilities**. Owner will pay for the following utilities:

[List the utilities that the Owner will pay for, e.g. water/sewer, garbage.]

Resident is responsible for all utilities not listed above. Resident is required to establish a separate account with the relevant utilities service provider to ensure payment of such utilities by Resident.

1. **Use**.Resident shall use the Premises only as Resident’s sole place of residence. Resident shall occupy the Premises as a private dwelling for Resident, and for members of Resident’s household set forth below, and for no other purpose. Resident may use all Building community areas, common areas, and facilities, so long as Resident occupies the Premises and abides by the terms of this Agreement.

Resident shall abide by the rules and regulations established by Owner, including but not limited to the House Rules defined in Section 9 of this Agreement.

Resident shall not permit or allow anything to be done or kept in or about the Premises or Building which will increase the rate of insurance on the Building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or interfere with the other occupants’ use and enjoyment of the Building. Resident shall not commit or permit any nuisance on the Premises or Building or commit or suffer any illegal act to be committed thereon. Resident shall comply with the requirements of all governmental authorities with respect to the Premises and Building. If, by reason of Resident’s occupancy or use of the Premises, the rate of insurance on the Building increases, then Resident shall be personally liable for the additional insurance premiums. Resident shall not cause or permit any illegal activity or use on the Premises or Building.

The Premises, a [Enter the size of the unit, e.g. Studio, One-Bedroom, Two-Bedroom, etc.] Unit, shall be occupied only by members of Resident’s household, which consists of not more than [\_#\_] person(s), whose names are listed hereunder:

***[ List tenants by name, including minors ]***

Resident must inform Owner in writing and receive written approval from Owner, which shall not be unreasonably withheld, prior to allowing another person to reside in the Premises. Owner shall not unreasonably withhold approval. Resident and Owner will enter into an amendment of this Agreement adding the name of any new approved resident and removing any former residents who no longer reside at the Premises.

Occupancy by guests for more than thirty days in a six-month period is prohibited without written approval of Owner.

Owner may relocate the Resident to another appropriately sized and available unit in the Building if Resident’s household is Overcrowded or Overhoused during the term of this Agreement. “**Overcrowded**” means that the number of people in Resident’s household exceeds the lesser of (a) the number of occupants allowed by Section 503 of the San Francisco Building Code, or (b) two people per bedroom plus one additional person per unit. “**Overhoused**” means that the number of people in Resident’s household is less than the number of bedrooms in the unit. Children who are under the age of six are not counted in determining whether Resident’s household is Overcrowded.

1. **Maintenance**. Resident shall keep the Premises and all fixtures, accessories and appliances in a clean, sanitary, and safe condition. If Resident or Resident’s guests cause or permit damage to the Premises, Resident shall be liable for the cost to repair the damage. Where damage or disrepair is not the responsibility of Resident or Resident’s guests, Owner will repair and maintain the Premises, fixtures, accessories, and appliances in accordance with applicable state and local laws concerning the condition of the Premises and Building common areas.
2. **Remodeling and Alterations**. Resident shall not remodel, redecorate or alter the Premises, including painting and wallpapering, without first receiving Owner’s written permission.
3. **House Rules**. House Rules for the property are included as Attachment C to this Agreement and are incorporated herein by reference. By initialing as provided, Resident agrees to abide by the attached House Rules.
\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_
4. **PROHIBITION AGAINST SUBLEASING OR ASSIGNMENT**: **Resident shall not sublease or assign this Agreement or any portion thereof. If Resident attempts to sublease or assign this Agreement, the Agreement shall be null and void. no right to occupy the Premises shall arise from any attempted sublease or assignment, and in the event Resident subleases or assigns this Agreement in violation of this SECTION; Resident will be in material breach of this Agreement which will result in the termination of Resident’s tenancy.**

By initialing as provided, Resident agrees **not to sublease or assign** this Agreement or any portion thereof.
\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_

1. **Entry and Inspection**. Resident agrees that the representatives of any mortgagee holding a mortgage on the Building, Owner, and Owner’s officers, employees, and agents shall have a right to enter the Premises after providing a minimum 24-hour notice (i) in case of emergency; (ii) to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5 of the California Civil Code; (iii) if Resident has abandoned or surrendered possession of the Premises; and (iv) pursuant to a court order; all in compliance with California Civil Code Section 1954.
2. **Authority**. Resident warrants that Resident is at least 18 years of age or is a minor not under the care of a parent or guardian. Resident acknowledges that this Agreement is between Owner and each person executing this lease jointly and individually. In the event of default by any one, each and every remaining person who executed the Agreement shall be responsible for payment of the total rent stated in Section 2 and all other provisions to this Agreement.
3. **Hold Harmless and Waiver**. Owner does not provide insurance for Resident’s personal property. Resident agrees to defend, indemnify and hold Owner harmless and in no way accountable for, from, and against any liability for personal injury or property damage caused or permitted by Resident or any other person on the Premises with Resident’s consent except to the extent the personal injury or property damage is caused by Owner’s negligence.
4. **Possession**. If Owner is unable to deliver possession of the Premises at the time the term of this Agreement begins, Owner shall not be liable for any damage caused thereby, nor shall this Agreement be void or voidable, but Resident shall not be liable for rent until possession is delivered. If Owner does not deliver possession within three days of the beginning of the term of this Agreement, then Resident may terminate this Agreement by providing written notice to Owner.
5. **Resident’s Obligations**. Resident agrees to perform the following:
	1. Comply with all obligations imposed upon Resident by applicable provisions of state and local building codes materially affecting health and safety.
	2. Keep the Premises and such other areas as may be assigned for Resident’s exclusive use in a decent, clean, sanitary, and safe condition, and maintain the interior of the Premises according to acceptable housekeeping standards.
	3. Dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner.
	4. Use the Premises only in a reasonable manner, and in a manner designed to conserve gas, electricity, and water. Refrain from knowingly committing or suffering the commission of any waste in, on, or about the Premises.
	5. Promptly notify Owner of the need for repairs to the Premises and any known unsafe conditions in the common areas and grounds of the Building.
	6. Refrain from and cause Resident’s household and guests to refrain from destroying, defacing, or removing any part of the Premises or Building.
	7. Pay for repairs or damage to the Premises or Building facilities or common areas that Resident or Resident’s household or guests intentionally or negligently cause, normal wear and tear excepted.
	8. Conduct and cause other persons who are on the Premises with Resident’s consent to conduct themselves in a manner which will not disturb Resident’s neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Building in a decent, safe, and sanitary condition.
	9. Refrain from illegal activities or other behavior which impairs the physical or social environment of the Premises or Building.
6. **Owner’s Obligations**. Owner agrees to perform the following:
	1. Comply with the requirements of applicable state and local building and housing codes and regulations materially affecting health and safety.
	2. Within a reasonable time, make or require necessary repairs to the Premises and Building to keep them in a habitable condition.
	3. Maintain the Building, facilities and common areas not otherwise assigned to Resident for maintenance and upkeep in a clean and safe condition.
	4. Maintain in good working order and condition the electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances that are Owner’s responsibility under this Agreement.
7. **Termination and Eviction**.
	1. Resident may terminate Resident’s tenancy created under this Agreement by providing Owner with 30 days written notice. If Resident does not give the full 30 days’ notice, Resident shall be liable for rent up to the end of the 30 days for which notice was required or to the date the Premises is re-rented, whichever comes first. Resident agrees to vacate the Premises no later than the expiration date of such notice, remove all Resident’s personal property, and leave the Premises in clean condition and in good repair.
	2. Owner may terminate Resident’s tenancy created under this Agreement and, if necessary, evict Resident under the following conditions:
		1. Resident materially breaches the terms of this Agreement. A material breach means:
			1. nonpayment of rent or late charge in violation of Section 2 of this Agreement;
			2. four or more rent payments within any 12-month period tendered after the fifth day of the month;
			3. failure to reimburse Owner within 30 days or other reasonable time agreed upon by Resident and Owner for repairs required to maintain the Premises under Section 7 of this Agreement;
			4. damage to the Premises or any other portion of the Building caused by Resident, other occupants of the Premises, or Resident’s guests;
			5. any act which adversely affects the health, safety, or quiet enjoyment of any resident or visitor to the Building;
			6. any act which interferes with Owner’s responsibilities; or
			7. a violation of Sections 5, 7, 6, 8, 9, 10, 11 or 15 of this Agreement.
		2. Resident fails or refuses to provide complete income certification information as required by Section 3 of this Agreement, or Resident materially misrepresents Resident’s income certification information.
		3. Resident fails to fulfill Resident’s obligations under this Agreement.
	3. Any notice of termination or eviction shall contain a statement of the facts constituting the cause for the termination or eviction.
8. **Waiver**. Owner’s failure to insist upon the strict performance of the terms, covenants agreements, and conditions contained herein, or any of them, shall not constitute or be construed as a waiver or relinquishment of Owner’s right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
9. **Acknowledgment**. As consideration for Resident’s continued fulfillment of the terms and conditions of this Agreement, Owner agrees that Resident may, during the effective period of this lease, have and enjoy the use of the Premises described above.
10. **Severability**. Should any provision of this Agreement be deemed partially or totally unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; and such invalid or unenforceable provision shall be construed so that it will have the meaning as closely as possible to the intended meaning between Owner and Resident.
11. **Counterparts**. This Agreement may be executed in any number of counterparts, all of which, when taken together, will constitute but one agreement.
12. **Subordination**. It is specifically understood and agreed by Owner and Resident that this Agreement, all attachments hereto, and all rights, privileges and benefits hereunder shall be at all times subject to and subordinate to the lien of mortgages or deeds of trust in favor of the City of San Francisco, and their respective successors, heirs, and assigns. This Agreement and all documents executed by Owner and Resident as part of this Agreement, including any and all modifications, extensions and renewals thereof, shall be subordinate to any replacement mortgage or deed of trust and subordinate to any mortgage or deed of trust which may at any time hereafter be placed on this property or any part thereof.

Resident hereby agrees to execute, at Owner’s request and expense, any instrument which Owner or any lender may deem necessary or desirable to effect the subordination of this Agreement to any such mortgage, or deed of trust, and Resident hereby appoints Owner and each and every officer thereof, and any future officer, his or her irrevocable attorney-in-fact during the term hereof to execute any such instrument on behalf of Resident, such power being coupled with an interest.

Resident does hereby expressly waive any and all notices of default and notices of foreclosures of said mortgage or deed of trust which may be required by law. In the event a waiver of such notices is not legally valid, Resident does hereby designate Owner as Resident’s agent to receive and accept such notices on Resident’s behalf.

1. **Change of Terms**. The terms and conditions of this Agreement are subject to future change by Owner and become effective thirty (30) days after delivery to Resident of a thirty (30) day written notice setting forth such change(s). Any change(s) are subject to laws in existence at the time of the delivery of such thirty (30) day written notice.
2. **Notices**. Whenever any notice is required to be given to any party hereto, such notice shall be in writing. Any notice or demand by Owner to Resident shall be given or made by personal delivery or deposit in the United States mail addressed to Resident at the Premises or to Resident’s last known address for receipt of mail. Any notice or demand by Resident to Owner shall be given or made by personal delivery or deposit in the United States mail addressed to an officer of Owner at the address set forth below.

 Attn:

 [Ownership entity]

 C/O Property Management Company and Address

For the purpose of this Agreement, delivery of notice by United States mail shall be effective upon actual receipt or three (3) days after deposit in the mail, whichever is earlier. Either Resident or Owner may add addresses or change addresses for purposes of receipt of any such notice by giving ten (10) days written notice prior to such change to the other party.

1. **Oral Representation Not Binding**. The terms of this Agreement are intended by Owner and Resident as a final expression of their agreement. No representations other than those contained in this Agreement and the attachments hereto shall be binding upon the parties.

RECEIPT OF AGREEMENT: The undersigned Resident have read and understand this Agreement and hereby acknowledge receipt of a copy of this Agreement.

[OWNER'S NAME IN BOLD, CAPITAL LETTERS],

[a California nonprofit public benefit corporation/a California limited partnership/a California limited liability company]

By: [Owner’s Name]

[a California nonprofit public benefit corporation/ a California limited partnership/a California limited liability company]

Its: [Sole Member/Executive Director]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Resident** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Resident** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Resident** Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number Email

**Attachment A**

MOLD DISCLOSURE REQUIREMENTS

Property: [Insert Address]

Dear Resident:

It is the goal of Owner to maintain the highest quality living environment for the residents of this property. To that end, Owner asks that Resident take a moment to read the following information regarding simple measures Resident can take to avoid, and if necessary, address mold and mildew problems in Resident’s apartment home.

Molds and mildews are microscopic organisms found everywhere in our environment, both indoors and outdoors, that spread through the dispersal of airborne spores. When excess moisture is present, mold and mildew can accumulate and grow.

The health effects of mold on people who are exposed to it in an indoor environment are unclear, but some authorities assert that severe health consequences can occur. Certainly, the effects vary depending upon the type of mold, the extent and duration of the exposure and the health of the person exposed. There is evidence to suggest that individuals with compromised immunity or respiratory systems are more likely to be adversely affected by exposure to mold than otherwise healthy individuals. Resident are encouraged to consult with Resident’s doctor if Resident have any concerns about the effect mold may have on Resident or Resident’s family. Resident can also obtain information about mold from the California Department of Health Services by phone (510-540-2476) or on the web (www.cal-iaq.org).

The best way to avoid problems with mold and mildew is to prevent excessive moisture build-up in Resident’s apartment home. Excess moisture can accumulate as a result of a variety of sources: broken water lines or sprinklers, accumulation of rainwater from roofs or windows, and/or plumbing leaks can all lead to water infiltration and the proliferation of mold and mildew.

However, excess moisture can also build up as a result of daily activities such as showering, laundering, cooking, cleaning and watering plants. Other factors such as poor circulation, extreme differences in indoor and outdoor air temperatures, or failure to clean up accumulated moisture can lead to the growth of mold and mildew.

There are several measures that Resident can take to reduce moisture build-up in Resident’s home and to discourage the growth of mold and mildew:

1) Make sure Resident’s home is properly ventilated through the operation of Resident’s Heating, Ventilation & Air Conditioning Systems (HVAC) and/or by opening windows and doors. Proper air circulation will help prevent excess moisture build-up in the more humid areas of Resident’s home.

2) Use the ventilation fans in Resident’s bathroom, kitchen and laundry areas. In order to minimize the opportunity for moisture build-up, start the fans before bathing, cooking or washing clothes, and allow them to continue to operate until after these activities are complete.

3) Wipe down any visible moisture accumulation on windows, walls, ceilings, or other surfaces as soon as possible.

4) Open Resident’s bathroom window while bathing, showering and cleaning.

Finally, promptly call Owner or the Management Company to report any signs of water leaks, moisture problems and/or any signs of mold or mildew growth.

Following these simple steps will dramatically reduce the likelihood of mold and mildew problems in Resident’s apartment home and will allow Owner to respond promptly should a problem develop. If Resident has any questions regarding this information, please contact Owner or Management Company and we will be happy to assist Resident.

RECEIPT ACKNOWLEDGEMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Resident Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Resident Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Resident Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Owner/Agent Signature Date

**Attachment B**

LEAD DISCLOSURE

**Lead Hazard Disclosure**

\_\_\_\_\_\_\_if checked, the premises were built before 1978 and the following must be completed by the landlord, tenant and real estate agent, if any.

**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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting housing built before 1978, landlords must disclose the presence of known lead-based paint and/or lead-based paint or other lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Owner Disclosure**

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the premises. See attached Lead Hazard Disclosure Statement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(Owner's Initials)

**Resident's Acknowledgment**

Resident has received the pamphlet "Protect Resident’s Family from Lead in Resident’s Home."

\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_
(Resident's Initials)

**Addendum 1.0**Megan's Law Notice

 Pursuant to California Civil Code Section 872, the following is a change to the terms of the Residential Lease.

 The following Addendum is hereby adopted by this reference as part of the Agreement between the [ Insert Owner legal entity name] (Owner) and Resident, Dated [Insert date].

 Section 2079.10a of the California Civil Code, requires written residential leases for residential real property to contain a specified notice regarding the database maintained by law enforcements authorities, as specified, with the locations of registered sex offenders. The law provides that upon the signing of this addendum, the lessor is not required to provide additional information regarding the proximity of registered sex offenders, and that a registered sex offender may not bring any cause of action against the disclosing party.

 **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 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. The database is updated on a quarterly basis and a source of information about the presences 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.**

Note: (The "900" number is listed in Resident’s local telephone book under "State Government Offices – Child Molester Identification Line").

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Owner / Agent Date Resident Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Resident Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Resident Date

**PREMISES ADDRESS**:[Property Address]**DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**HOUSE RULES**

**To protect your comfort and privacy, and that of your neighbors, Owner has adopted the following rules and regulations concerning your conduct while a Resident of the Premises. Owner reserves the right to post changes or additional rules and regulations related to the health, safety and wellbeing of the Residents and the property.**

**NOISE**

1. Tenants shall not make or permit any noise which will disturb other residents. No boisterous play or running in hallways. No slamming doors.

2. Radios, televisions, or any other sound equipment should NEVER be operated to the disturbance of others. Special care should be exercised before 8:00AM and after10:00PM. Tenants must comply with the directions of Owner’s determination shall be final.

3. Tenants are responsible for insuring that disturbing noises are not caused by Tenant’s family or guests.

**PARKING (if available)**

4. Tenants shall park in their assigned place ONLY end shall not permit visitors to use parking facilities.

5. Only vehicles may be parked in garage parking areas.

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

**BUILDING APPEARANCE**

7. No alteration that will affect the building’s appearances, such as new window coverings, shall be permitted without Owner’s prior written approval.

8. No foil, signs, advertisements, posters or similar displays, except burglary prevention notices, shall be affixed to any door, window or exterior wall without Owner’s prior written approval.

9. Garbage cans, brooms, mops, cardboard boxes and similar articles are to be kept inside the Tenant’s premises and out of view. Care shall be exercised that such articles are not stored in such a way as to create a fire or safety hazard.

10. Towels, rags, clothing and other similar articles are not to be hung from windows, railings or balconies.

**LOCKOUTS**

11. Tenants should take care not to lock themselves out of their apartments. If Owner is required to assist any Tenant in gaining entry to Tenant’s apartment on more than one occasion, Owner may charge Tenant $50.00 for each successive lockout or may require Tenant to contract with a professional locksmith.

**INSURANCE**

12. Tenants are advised to carry sufficient personal insurance on their personal property and to protect them from liability to avoid loss due to fire, flood, theft, personal injury or injury to others, or other casualty. Owner will not be financially responsible for replacement of any items or for Tenant’s liability unless as a direct and proximate result of Owner’s negligence.

**REFUSE**

13. In order to preserve the appearance and cleanliness of your building. Tenants shall take care to prevent waste from dropping or spilling on carpeting, concrete and walkways when disposing of refuse.

14. Tenants are required to cooperate with any recycling programs in effect.

15. Items too large to fit in any trash chute or refuse container must be carried to the area designated by Owner.

16. Refuse is to be placed inside designated containers or chutes and doors and lids should not be slammed.

17. Tenants are responsible for the general cleanliness and sanitation of the building. Please keep that in mind at all times.

18. Cardboard boxes and other large refuse should be broken down or folded before being placed in the designated containers.

**DELIVERIES**

19. Owner is not responsible for the delivery or acceptance of, damage to or loss of messages, packages, mail or other material left at entrances to the building or elsewhere on the premises.

**UNIT CARE**

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

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

22. Installation of air conditioners, ventilators or window screening devices must first have written approval of Owner.

23. No painting of any kind is permitted without Owner’s prior written consent Any time such permission is given it is expected that the original paint colors will be restored prior to vacancy. Tenant shall be responsible for any costs involved in such repainting.

24. Any accessories such as towel bars, corn hooks or built-in closet shelves may not be added without Owner’s prior written consent. Once installed they may not be removed even upon vacancy of the unit.

25. Garbage disposals and other plumbing facilities must be used only for the purpose for which they were designed and constructed.

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Tenant: Date: Tenant: Date: