

# 1120-1128 Greenwich Street Apartments

3475 California Street • San Francisco, CA 94118  
(415) 921-5733

## 1. RESIDENTIAL TENANCY AGREEMENT

### 1.1 INTRODUCTION

1120-1128 Greenwich Street Apartments rents to Trent G. Moore (“Tenant(s)”) and Tenant agrees to rent 1120-1128 Greenwich Street San Francisco, CA 94109, Unit # 1128 (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 furnished. The appliances provided at inception of the tenancy are described as Stove and Refrigerator. The Premises is a 1 bedroom unit. No conversion of, nor any attempt to convert any other room to a bedroom is permitted, nor will any such conversion change the definition of the Premises for purposes of establishing the bedroom or room count size under the provisions of any local or state rental laws, despite or regardless of the Owner’s inaction or consent to such conversion. Owner may at any time employ a property management company (“Agent”) to act on Owner’s behalf with regard to the management of the Premises and the Building. Agent shall have the same authority as Owner with regard to the management of the tenancy. Owner’s Agent at the inception of the tenancy is Chandler Properties, located at 3475 California Street, San Francisco, CA 94118, tel.: (415) 921-5733. Unless instructed otherwise, Tenant shall communicate with Agent and not Owner.

### 1.2 TERM

The term of this rental shall begin on 11/11/2021 and end on 05/31/2022 and thereafter shall be month-to-month on the same terms and conditions as stated herein, save any changes lawfully made until terminated. This Agreement shall be effective on the last date executed by all parties, or on the date that Owner delivers possession of the Premises to Tenant, whichever occurs first.

### 1.3 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.

### 1.4 RENT

The initial monthly base rent for the Premises shall be US \$5,500.00. All rent is due and payable in advance on the 1st day of each 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. Checks should be made out to 1120-1128 Greenwich Street Apartments. Tenant agrees always to pay rent by personal check, cashier’s check, money order or through the online portal with AppFolio and not use cash unless specifically requested by Owner. Rent shall be paid to Owner at the following address: Chandler Properties 3475 California Street, San Francisco, CA 94118 during normal business hours, or at such other place designated by Owner: Rent for any partial month shall be pro-rated at the rate of 1/30th of the monthly rent per day. The tenancy did not start on the first day of the month; therefore, Tenant shall pay the following during the first months of the tenancy: One month’s rent at move-in: \$5,500.00. Prorated rent of

Unit Rental Income	\$3,666.67
<b>Total:</b>	<b>\$3,666.67</b>

will be due on 11/11/2021. Thereafter Tenant shall pay the full monthly rent on the 1st day of each month. 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. 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. 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 unless Tenant and the third party first execute a written statement attesting that the third party is not seeking to establish tenancy or occupancy rights to or in the Premises. Should Owner elect to accept a third party check such acceptance shall not be construed as a waiver of this provision, nor shall acceptance of the third-party payment be deemed as acceptance or acknowledgment of any third party or roommate as a tenant of Owner. Acceptance of rent by Owner or Agent from anyone other than Tenant shall not create or establish a relationship between Owner and that third party.

Rent tendered by a third party shall be deemed rent tendered on behalf of Tenant only and not on behalf of the third party, regardless of whether it contains a restrictive endorsement. If Tenant pays online or by direct deposit, such payment shall be deemed to come from Tenant regardless of the source of the payment. In addition, payment online or by direct deposit may be rejected or returned by Owner during the pendency of any legal action, or in anticipation of a legal action. Failure or refusal by Tenant to cash Owner's rent refund check shall not defeat Owner's rejection of the rent being refunded.

## 1.5 SECURITY DEPOSIT

Before the commencement of the term, Tenant shall pay a security deposit of US \$5,500.00 (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, if required by law, 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. Failure by Owner to pay interest, if required by law, shall not constitute a defense in any unlawful detainer action. 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 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. In the event of a change of roommates, if such change is allowed by law or by the written consent of Owner, the remaining Tenant assumes sole responsibility for the condition of the Premises. The eventual return of the Security Deposit upon termination, and interest payments if any are required, will be directed solely to the Tenant as named herein.

## 1.6 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.

## 1.7 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 of \$75.00 for any payment of rent not received by Owner within 3 calendar days of the Due Date. This fee reflects actual damages sustained by Owner and Owner's property management company as a direct result of tracking down and accounting for a late payment of rent. 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, storage or any other service of tenancy. 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. Payment or collection of a late fee, even if coupled with a rent remittance, shall not constitute a defense in an unlawful detainer action.

## 1.8 RETURNED CHECKS

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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 fair assessment of the actual damage that would be sustained by Owner's property management company as a result of a returned payment: Tenant agrees to pay to Owner the additional sum of US \$75.00 as a reimbursement of the expenses incurred by Owner. A dishonored check shall constitute a 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. Payment or collection of a charge for a dishonored check, even if coupled with a rent remittance, shall not constitute a defense in an unlawful detainer action. 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.

## 1.9 PARTIES TO AGREEMENT

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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.

## 1.10 INDIVIDUAL LIABILITY

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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.

## 1.11 OCCUPANCY

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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" or "subsequent occupants." Tenant may have guests living at 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. **Special guest accommodations are being made for the leaseholders children for an exemption to the allowance of days permitted in unit.** 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. A person is not a guest when he or she provides any consideration to Tenant for the privilege of occupying the Premises or any portion thereof.

## 1.12 INSPECTION OF PREMISES

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Tenant agrees that furnishings, equipment, plumbing, heating and electrical systems including smoke and carbon dioxide detectors, where applicable, are operative and are deemed satisfactory unless Owner is notified in writing by Tenant to the contrary within 48 hours after Tenant occupies the premises. The failure by Tenant to provide such notification to Owner within 48 hours of occupancy shall be an acknowledgement by Tenant that the Premises is habitable and in good condition.

## 1.13 USE

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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. Tenant 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 or tourist use, such as daily rentals, shall be made. All vacation rentals and short-term rentals such as Airbnb are prohibited. This includes the act of advertising the Premises for vacation or short-term use. The violation of this provision is a material breach of the lease and just cause for eviction. Tenant and Tenant's guests shall not use the premises, nor the Building or the property where the Premises is located, in violation of any law, statute, or ordinance. Use of the Premises for an illegal purpose shall constitute a substantial and material breach of this Agreement and shall be a just cause for eviction.

## 1.14 NUISANCE

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Tenant and Tenant's guests shall not disturb, annoy, harass, or endanger any other residents of the Building or the Building's neighbors. Tenant and Tenant's guests shall not commit waste or nuisance upon the Premises, or in the Building or on the property in which the Premises is located. This shall constitute a substantial and material breach of this Agreement and shall be a just cause for eviction.

## 1.15 SHORT-TERM RENTAL

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Tenant is prohibited from offering all or part of the Premises for short-term rental, such as through Airbnb, VRBO, or other such sites or programs, regardless of any local laws that may be or have been enacted. Any advertising or online 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 a just cause for eviction. Any person who is not a Tenant, as defined herein, who occupies any portion of the Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is NOT a guest, and such occupancy constitutes unauthorized subletting or assignment which is a substantial and material breach of this Agreement and shall be a just cause for eviction.

## 1.16 FINES AND PENALTIES

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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 or 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 or Agent. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Tenant. 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.

## 1.17 ASSIGNMENT AND SUBLETTING

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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.

X           TM            
Trent G. Moore

## 1.18 SMOKING

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Smoking of any substance 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 or Tenant's guests or invitees 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 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 or may be entitled by law to use marijuana. 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 and does not include marijuana smokers and users. 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 Agent harmless for any personal injury or property damage resulting from the disclosure of the use of or exposure to tobacco and tobacco products as well as marijuana smoke and products. This hold-harmless clause shall survive the termination of the tenancy and leasehold. Local ordinances may restrict the use of e-cigarettes on the Premises. 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.

## 1.19 PETS

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**No pets are allowed** in or about the Premises, or in the Building, or on the property in which the Premises is located, except as allowed by law or by the express written consent of Owner.

**While the building has a not pets policy, accommodations have been made for a visiting pet. This is a provisional accommodation and can be terminated at any time by the owners.**

**Owner acknowledges a pet deposit of \$250, which is in addition to the security deposit,**

Tenant is hereby informed that there may be rental units in the Building where animals are currently allowed or may be allowed in the future. 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 presence of animals in or around the Building. Nothing contained herein shall restrict the use of assistive animals; however, Tenant must complete and sign Owner's assistive animal packet prior to bringing an assistive animal to the Premises. Prior to occupancy by the Tenant and/or of the animal, any animals allowed at the Premises or in the Building or on the Property pursuant to this provision or as required by law shall obligate Tenant to deliver the results of a DNA test of the animal, at Tenant's expense. Testing and results via Wisdom Panel, Viaguard, Base paws, or similar services/products or via a veterinarian are all acceptable. For service animals as defined by the Americans with Disabilities Act, the fee for said DNA testing shall be refunded to Tenant within ten (10) days of delivery to Owner of the DNA test results and proof of payment by Tenant for said service, said refund not to exceed \$50. Prior to occupancy by the Tenant and/or of the animal, any animals allowed at the Premises or in the Building or on the Property pursuant to this provision or as required by law shall obligate Tenant to provide written documentation to Owner confirming liability insurance policy coverage to provide for the inclusion of the animal in reference to the insurance policy required pursuant to Section 42 of this Agreement. If Tenant requires an Assistive Animal as a reasonable accommodation for a disability as defined by the California Government Code and United States Code, Tenant agrees to complete Assistive Animal Request and Documentation form and to provide written verification from a health care provider or other credible party regarding the Tenant's disability and disability-related need for the Assistive Animal, unless the disability and/or disability-related need for the Assistive Animal is obvious.

**Pet Agreement**

**The above-referenced Agreement prohibits pets without Owner's written consent. Therefore, the Owner hereby agrees that Tenant may keep the following pet(s):**

- **Rosco, Cavapoo, 20.0 lbs, 1 year**

**Owner hereby acknowledges receipt of \$ n/a (a refundable pet deposit) which is in addition to the existing Security**

Deposit from which Owner may deduct any expenses or losses caused by the above-noted pet.

1. Tenant agrees to abide by any and all applicable Health and Safety Codes and Government laws and regulations.
2. Tenant represents that Pet or Pets are quiet and "housebroken" and will not cause any damage to the premises or annoy other Residents.
3. CAT(S): Cat(s) must be neutered or spayed. Cat(s) must be de-clawed or it must have its nails clipped regularly. Tenant must provide and maintain an appropriate litter box.
4. No Pet shall be fed on unprotected carpeting within the rental unit.
5. Any "mess" created by the Pet must be cleaned up by Tenant immediately.
6. Tenant shall prevent fleas or other infestation to the premises or the building and shall be liable for any pest control required to eradicate such pests.
7. Tenant shall not permit the Pet to cause any damage, discomfort, annoyance, nuisance, or in any way to inconvenience or cause complaints from any other Resident.
8. Tenant shall be liable to Owner for all damages or expenses incurred by or in connection with the pet. Tenant shall hold Owner harmless for any and all damages or costs related to said Pet.

X TM  
Trent G. Moore

#### 1.20 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.

#### 1.21 ROOF/FIRE ESCAPES

Use of the roof and/or the fire escapes by anyone 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.

#### 1.22 BALCONIES/PATIOS

Balconies and patios, if provided, are not to be used for storage of any kind, and only minimal outdoor furniture and potted plants with sturdy drip containers may be placed in these areas. Railings may not be used to hang towels, clothes or other items. No exercise equipment is permitted on the deck. Tenant shall be considerate of outward appearances and potential hazards in the use of said facilities. The California Fire Code PROHIBITS the use of charcoal grills, large propane grills, or other open-flame cooking devices in multi-family housing, and such usage is hereby prohibited anywhere in or about the Premises, in the Building, or in any backyard or garden areas of the property. There is an exception for electric grills or small propane grills (one pound or less of liquid fuel) on open balconies or patios only; however, the use of these devices must be approved by Owner, in writing, before usage is allowed to occur.

#### 1.23 STORAGE

**No storage** outside of the Premises is authorized, permitted, or provided under this Agreement.

**Storage is allowed** pursuant to the attached Storage Agreement. Tenants must accept delivered packages, mail, or letters directly into the Premises or other authorized area(s) for receipt of same as approved by Owner. The placement of packages, mail or letters in an area that is not authorized exclusively for Tenant's storage use shall be a violation of this provision. Tenants may not receive packages pertaining to any commercial activity in tenant's unit.

1. Tenant is allotted storage described as follows: n/a. This area, hereinafter referred to as the Storage Space, is the only permitted area for storage. No other part of the Building shall be used by Tenant for storage of personal property or items. The term of this rental shall begin on 11/11/2021 and thereafter shall be month-to-month on the same terms and conditions as stated herein, save any changes lawfully made until terminated. This Agreement shall be effective on the last date executed by all parties, or on the date that Owner delivers possession of the Premises to Tenant, whichever

occurs first.

2. **Monthly Rent:** The rental for the space shall be US \$n/a per month, which may be adjusted as allowed by law. The parties agree that this agreement is separate from any other lease or rental agreement and may be severed therefrom as allowed by law, and it is agreed that the rent stated above is the full and total value of the storage space, whether included with a residential tenancy or if ever severed from an existing tenancy, if applicable.

3. **Security Deposit:** Owner acknowledges receipt of US \$n/a which constitutes a security deposit for any keys and to ensure the faithful performance of the terms of this Agreement. Said deposit shall be returned within 21 days of termination of this agreement, provided that the keys and Storage Space have been returned to Owner in satisfactory condition, and subject to any deductions as allowed by law for any unpaid rent or other damages. If any key is lost during the term of this lease Tenant agrees to immediately pay for replacement of same, as well as any costs involved in changing locks or building access as deemed necessary by Owner to insure the security of the other tenants and the Building. Upon termination of this Agreement, Tenant is to return the storage space to the condition it was in upon the occupancy of the storage space by Tenant.

4. **Assumption of All Risk of Loss:** Tenant assumes all risks associated with the loss, damage, or destruction of all personal property or items kept in the Storage Space. Tenant agrees to hold Owner and Owner's agents harmless for any loss, damage, or destruction to Tenant's personal property/items stored in the Storage Space, no matter how caused. Tenant is advised to carry renter's insurance. Owner's insurance does not insure Tenant's personal property. Tenant understands that personal property and items stored in the Storage Space may be stolen or damaged. Owner makes no warranty as to the safety of items stored in the Storage Space, and Tenant bears all risks associated with the loss and destruction of items and personal property stored, regardless of the value of the lost or destroyed property.

5. **Used for Storage Only:** The Storage Space may be used for storage only. It may not be used for living, sleeping, eating, working, construction, or any other activity. No animals or living creatures may be housed in the Storage Space. Breach of this covenant may result in the termination of Tenant's tenancy.

6. **No Storage of Hazardous or Dangerous Materials:** The Storage Space is for storage of personal property that is not dangerous or hazardous. No toxic chemicals, paints, or solvents may be stored at any time in the Storage Space. This is a material lease covenant, and Tenant hereby consents to the removal, at Tenant's sole expense and without prior notice, of any hazardous/dangerous/toxic materials found in the Storage Space.

7. **No Subletting/Assignment:** The Storage Space may not be sublet or assigned by Tenant. Tenant may not switch spaces with any other tenant in the building.

8. **No alterations or Enlargement:** The Storage Space may not be enlarged, expanded, or modified by Tenant. Owner may remove any of Tenant's personal property left by Tenant in any area outside of Tenant's assigned storage area. If Tenant fails to reclaim such property within eighteen (18) days' written notice from Owner that Owner is holding the same, Owner may dispose of such personal property without further notice to Tenant, the same being deemed abandoned by Tenant and of no value to Tenant. Tenant may be required to pay a reasonable storage fee to Owner for the period of time that Owner has stored such property.

9. **Right to Re-Assign:** Owner may, at any time during the tenancy, require Tenant to move all personal property in the Storage Space to another comparable storage space in the Building. Such a request is not a severance of a housing service, and Tenant shall comply promptly.

10. **No bailment Relationship Created:** No bailment relationship is created by Tenant's use of the Storage Space.

11. **Right to Remove Items in Building without notice:** As a consideration for use of the Storage Space, Tenant hereby grants Owner, and Owner's agents, the right to dispose of any item of Tenant's personal property that is left outside of the Storage Space and within a common area of the Building without notice to Tenant. Tenant may not seek compensation from Owner/Owner's agents for the loss of any property disposed of in this manner.

12. **Locks and Access:** Any tenant provided locking device securing the Storage Space must be approved of by Owner, and Owner must, at all times, have access and/or a key to gain entrance into the Storage Space. Owner may, without notice or liability to Tenant, break any locking device and replace it with a new locking device in the event that Owner does not have access into the Storage Space. Tenant will permit Owner, or any agent of Owner, free access at all reasonable times to the Storage Space for the purpose of inspecting and/or making repairs, additions or alterations to the space or the Building. Tenant shall cooperate with any temporary severance of the use of the Storage Space necessitated by Owner's performance of seismic retrofitting work, or other building repair, maintenance or upgrades, and the monthly rent reduction shall be limited to the rental value stated herein.

13. **Non-Exclusive Use:** The Storage Space is not within the exclusive domain of Tenant; rather, it is a service and part of the Building's common area.

14. **Owner makes no representation or warranty as to the legality or fitness for use of the Storage Space.** Should the City and County of San Francisco ever require Owner to remove personal property or combustibles from the Storage Space, or perform any work requiring a permit, or to otherwise comply with municipal codes, Tenant agrees to immediately remove all personal property or other items from the Storage Space at Tenant's own expense.

## 1.24 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).

This Agreement **does provide** parking. Tenant's right to park is governed by the attached Agreement to Rent Parking Space. Tenant and their guests may not park in, block or interfere with ease of use of any access areas, curb cut(s) or driveway(s) for parking at the Property at any time. Blocking of these areas shall result in a towed vehicle, irrespective of any parking rights granted by this Agreement.

1. The term of this rental shall begin on 11/11/2021 and thereafter shall be month-to-month on the same terms and conditions as stated herein, save any changes lawfully made until terminated. This Agreement shall be effective on the last date executed by all parties, or on the date that Owner delivers possession of the Premises to Tenant, whichever occurs first. Tenant agrees that the parking space ("Parking Space") is to be used for one fully functional automotive vehicle described as

• Audi, Q5, Silver, License # 72833T2, 2019

. The registered and legal owner(s) of said automotive vehicle is Trent G. Moore. The parking space is wholly contained in the area of the Building and is identified as n/a. No other area may be used for parking. Tenant shall keep Owner informed of any changes in the make, model and license plate number of the vehicle parked in the parking space as well as changes in registered ownership of the vehicle. Nothing other than an automotive vehicle is to be placed in the parking space. No boats, trailers, campers or similar items shall be placed in the parking space. Nothing shall be stored in the parking space.

2. The rental for the space shall be US \$n/a per month, which may be adjusted as allowed by law. The parties agree that this agreement is separate from any other lease or rental agreement and may be severed therefrom as allowed by law, and it is agreed that the rent stated above is the full and total value of the parking space, whether included with a residential tenancy or if ever severed from an existing tenancy, if applicable. Rent for any partial month shall be prorated at the rate of 1/30th of the monthly rent per day.

3. Owner and Tenant hereby agree that should this Parking Agreement be entered into for the use of parking inside of a building or structure that is subject to the San Francisco Rent Control Ordinance and where Tenant simultaneously resides as a residential tenant, then the amount paid for parking may become part of base rent and may be increased with base rent pursuant to law.

4. Owner acknowledges receipt of US \$n/a which constitutes a security deposit for the keys and/or garage door openers and to ensure the faithful performance of the terms of this Agreement. Said deposit shall be returned within 21 days of termination of this agreement, provided that the keys and/or opener have been returned to Owner in satisfactory condition, and subject to any deductions as allowed by law for any unpaid rent or other damages. If any key or opener is lost during the term of this lease Tenant agrees to immediately pay for replacement of same, as well as any costs involved in changing locks or access codes as deemed necessary by Owner to insure the security of the other tenants and the building.

5. Tenant agrees that if any object other than a fully functional automotive vehicle is placed in the parking space, Owner shall have the right to remove the object or objects at the expense of the Tenant. Tenant hereby indemnifies and holds Owner harmless from any damages to which Tenant would otherwise be entitled to from Owner for the removal of any and all unauthorized objects from the parking space.

6. Owner shall not be responsible for any damage or injury to Tenant, or to any other person, or to any property, including but not limited to, Tenant's automotive vehicle, nor shall Owner be responsible for any lost or stolen objects from the automotive vehicle of Tenant. Tenant agrees to hold Owner harmless from any claims for loss or damages no matter how caused. Tenant agrees to have automotive vehicle insurance on his or her automotive vehicle at all times during the term of this Agreement.

7. Tenant agrees that Tenant is renting the designated parking space only and that no bailment is created herein.

8. There shall be no repairing of automotive vehicle or any other equipment in or around the parking space. The washing of automotive vehicle is prohibited.

9. No person other than Tenant shall be permitted to regularly or continuously use or occupy the parking space.

10. 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 the termination of this Agreement, Tenant is to return the parking space to the condition it was in upon the occupancy of the parking space by Tenant. All oil, grease, liquids and other lubricants and coolants shall be completely removed from the surface of the parking space. If the parking space is, at the discretion of Owner, not sufficiently clean upon the vacation of the Tenant, Owner may, at Owner's option, hire professional or other cleaners to return the parking space to its original condition. Owner may deduct from the Tenant's Security Deposit any amounts expended in the cleaning of the parking space after the termination of the Agreement. 11. Tenant will not in any way make alterations to the parking space, including, but not limited to, repainting lines or moving walls, fences or gates.

12. Tenant may not substitute parking spaces or trade spaces with another tenant in the building. Tenant may not sublet or assign the parking space. Owner may tow or otherwise remove and store, and/or dispose of according to law, any vehicle possessed by Tenant parked in a space which has not been assigned to Tenant, or any vehicle in Tenant's space not authorized by Owner to be in such space, all at Tenant's sole expense.

13. Tenant will permit Owner or any agent of Owner free access at all reasonable times to the parking space for the purpose of inspecting and/or making repairs, additions or alterations to the parking space or the Building. Tenant shall cooperate with any temporary severance of parking and use of the parking facility necessitated by Owner's performance of seismic retrofitting work, or other building repair, maintenance or upgrades, and the monthly rent reduction shall be limited to the rental value stated herein.

14. Should the parking space assigned to Tenant involve "tandem parking" with another tenant, Tenant agrees to reasonably cooperate with other tenants and Owner who are sharing and using the tandem parking spaces.

15. Tenant may not charge any vehicle in building common areas or in designated parking spaces without Owner's express written consent which may be unreasonably withheld. Tenant may not use any common area or building electrical outlet, or Owner's electricity, to charge Tenant's vehicle unless Tenant has obtained the express written permission of Owner to do so which may be withheld, and has made arrangements to reimburse Owner for the costs of the utility if Owner so requests. If Owner has provided a charging station or similar means for tenants to charge electric vehicles, Tenant agrees and covenants to follow any and all regulations adopted for said charging station and to hold Owner harmless for personal injury or property damage in the use of any charging station or utility. Owner's requirement to provide vehicle charging facilities shall be limited to what is required by law.

X TM  
Trent G. Moore

## 1.25 UTILITIES

Tenant shall pay directly for all utilities, except for the following: Water and Garbage water and garbage which Owner will be responsible for paying. For utilities required to be paid directly by Tenant, Tenant must place all utilities in his or her name promptly after the tenancy begins. 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 Building residents 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 utility services shall be limited to what is required by local law. If Tenant does not contact PG&E and set up the account in Tenant's own name within 7 days, Tenant's PG&E service could be discontinued and there will be charges from PG&E to reinstate the service. Be sure to call PG&E as soon as possible to get the service in your name. Tenant can contact PG&E at 1-800-743-5000 to set up the service.

X TM  
Trent G. Moore

## 1.26 INTERRUPTION OF SERVICES

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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.

## 1.27 MAINTENANCE AND REPAIRS

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**At the tenant's expense, housekeeping will be provided once a week.** 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. 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. **Plumbing:** The cost of repairs or clearance of stoppages in waste pipes, drains, water pipes or plumbing fixtures caused by Tenant's negligence or improper use are the responsibility of Tenant. Tenant shall reimburse Owner for the costs upon demand. Tenant shall be responsible for the cost of all repairs inside the Premises, the Building, and all other units caused by Tenant's negligence or improper use of the water and plumbing fixtures. 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. Tenant 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. Tenant may NOT delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional, without the prior written consent of Owner. Tenant shall comply with all water/drought restrictions. 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. Tenant must communicate repair requests directly to Agent. Non-emergency repair requests from guests or subtenants shall not be processed; however, should Agent elect to process such repair or maintenance requests from persons other than Tenant, that election shall not create a direct relationship between Owner and the third party.

## 1.28 ALTERATIONS

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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 the 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. All alterations, additions or improvements that Owner has not required Tenant to remove shall become Owner's property and shall be surrendered to Owner upon the expiration or earlier termination of the Agreement.

## 1.29 SATELLITE DISHES

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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, interior/ exterior 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.

## 1.30 LOCKS

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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. 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. In the event that any keys to the Premises or the Building are lost or consigned, 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. This may include the costs of re-keying the entire Building if Owner, at Owner's sole discretion, deems such action is necessary. 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. Should Owner receive a request for access from a subtenant or guest of Tenant, Owner may, at Owner's discretion, grant access to the subtenant or guest if Tenant instructs Owner to do so. However, Owner's decision to accommodate this request shall not be deemed as an acknowledgment or approval of a sub tenancy or subsequent occupancy of anyone other than Tenant.

## 1.31 DAMAGES TO PREMISES

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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.

## 1.32 ENTRY AND INSPECTION

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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/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 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 manner as possible.

## 1.33 SMOKE DETECTION AND CARBON MONOXIDE DEVICE(S)

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The Premises is delivered with functioning smoke and carbon monoxide detection device(s) as required by law, and Tenant shall be responsible for testing the device(s) 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 device(s) as provided by law. It is expressly understood that Tenant must not, at any time, disable or remove an installed detection device, and to do so shall be considered a material breach of this Agreement and will be a just cause for eviction.

## 1.34 LEAD DISCLOSURE

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

### 1.35 ASBESTOS

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The Premises may contain asbestos or have original construction materials that contain asbestos. Asbestos is known to exist in the following locations: None Known. (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 a Tenant becomes aware of any ACM that is showing signs of deterioration.

### 1.36 MOLD/MILDEW

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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."

### 1.37 HAZARDOUS MATERIALS DISCLOSURE

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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." A separate Proposition 65 Addendum is attached to this Agreement, and Tenant acknowledges receipt of this document.

### 1.38 HOLD HARMLESS

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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, Agent, or Owner's employees. Tenant shall indemnify, defend and hold Owner and Agent 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 Agent 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 Agent.

### 1.39 ESTOPPEL CERTIFICATES

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Tenant 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 initial 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 five (5) days shall be a material breach of this Agreement.

### 1.40 INSURANCE/RENTER'S INSURANCE

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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 advised to maintain renter's insurance 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 "insurance 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 to provide thirty (30) days' notice of cancellation or non-renewal to Owner. Owners strongly recommends that Tenant consult with a qualified insurance agent and obtain appropriate coverage for fire, theft, liability, and other perils. If obtained, Tenant should provide proof of such insurance to Owner.

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#### 1.41 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 location 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](http://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.

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#### 1.42 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 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. The specification in the Agreement of certain acts or omissions as bases for eviction shall not be construed as limiting Owner's rights to evict for any other reason allowed by applicable law. 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 or Agent.

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#### 1.43 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.

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#### 1.44 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 or 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.

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#### 1.45 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.

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#### 1.46 INITIALS

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

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#### 1.47 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.

#### 1.48 NON-RENT CONTROLLED JURISDICTIONS

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The Agreement may be used for housing that is subject in part or in whole to the provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance (“Rent Ordinance”) or exempt in part or in whole 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.

#### 1.49 CONDOMINIUM/"TIC" REQUIREMENTS COMPLIANCE

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[Check here if 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.

#### 1.50 ABANDONED PERSONAL PROPERTY

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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 Owner or Agent after being notified that property belonging to you was left behind after you moved out.

#### 1.51 NO RELIEF FROM FORFEITURE

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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 attorney’s 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.

#### 1.52 TERMINATION

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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 Agreement 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 deemed a material breach of the Agreement. It is agreed by the parties of 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 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 through the term of the lease.

### 1.53 NEIGHBORHOOD DISCLOSURE

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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 such as the presence of homeless encampments; 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.

### 1.54 NOTICES

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Any notice that either party may give, or is required to give, may be delivered to Tenant at the Premises and Owner at: Chandler Properties, 3475 California Street, San Francisco, CA 94118 or such other addresses later designated by Owner.

### 1.55 DISCLOSURE OF PERSON(S) AUTHORIZED TO MANAGE THE PREMISES AND INFORMATION FOR SERVICES OF PROCESS AND NOTICES

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The following information is provided as required by California Civil Code Section 1962.

**1.55.1 Service of Process and Notices:** Notices, demands, and service of process shall be delivered to the Agent at: Chandler Properties, 3475 California Street, San Francisco, CA 94118, during normal business hours.

**1.55.2 Agent Authorized to Manage the Premises:** As stated herein-above, Agent is authorized to manage the Premises. Please note the following disclosure as required by law: If an agent other than the building owner is listed in this paragraph as authorized to manage the Premises, this means the property owner has contracted with this agent to manage the Premises on ownership's behalf. Unless otherwise specified in this Agreement, for any obligations Tenant has to Owner, Tenant shall tender their performance to Agent as the person authorized to manage the Premises. For example, if Tenant is required to seek Owner's written permission before engaging in certain conduct, Tenant shall seek such permission from Agent as the person authorized to manage the Premises. The agent identified in this Agreement as authorized to manage the Premises is authorized to act for and on behalf of the building owner with respect to all of Owner's obligations under this Agreement unless changed in writing by Owner.

### 1.56 VIDEO SURVEILLANCE

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Owner may, in Owner's sole discretion, install and maintain video surveillance devices and equipment ("Video Surveillance") throughout the Building and common areas of the Building (which shall not intrude to interior portions of the Premises). Video Surveillance may be used by Owner and Owner's management to capture video (not audio) images only. With regard to Video Surveillance: (i) Video Surveillance is not a service of tenancy; (ii) Tenant is not entitled to view, receive, or otherwise analyze any images extracted from Video Surveillance; (iii) Tenant may not rely on any images captured by Video Surveillance to prevent, solve, or deter criminal activity in or around the Building or within, around, or otherwise impacting the Premises; (iv) Tenant acknowledges that the use of Video Surveillance is not an invasion of privacy, a means of tenant harassment, or in any way improper; (v) Video Surveillance may be enhanced or eliminated at Owner's discretion at any time; (vi) Owner may utilize footage from Video Surveillance to ascertain whether or not Tenant is using the Premises as a permanent and/or principal place of residence; and (vii) the footage and images from Video Surveillance is solely Owner's property and may not, in Owner's discretion, be disseminated to anyone including Tenant or law enforcement officials; moreover, Tenant may not expect footage to be stored, kept, or maintained for any length of time.

### 1.57 IMAGES AND ADVERTISING

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Owner may, at any time during the tenancy, photograph or otherwise record images of the interior of the Premises ("Images"). Oftentimes, Images are required for purposes of marketing the Premises for re-rental, advertising the Building for sale, or effectuating repairs of the Building and/or the Premises. Tenant hereby acknowledges and understands that Tenant has no expectation of privacy as to Images, provided the Images are captured in a lawful manner (for example, pursuant to a proper entry into the Premises and pursuant to a legitimate reason such as marketing the Building for sale, initiating repairs, or advertising the Premises for re-rental). Therefore, Tenant understands and accepts that Images from the interior of the Premises, which may include images and photos of Tenant's personal property and effects, could appear in the public domain such as online in virtual tours of the Property, multiple listing services or MLS on-line services commonly utilized by real estate professionals to market and sell properties, and other such mass media disseminations. In addition, and in conjunction with such marketing and advertising efforts, Tenant understands and acknowledges that real estate professionals, prospective purchasers/renters, and contractors may from time to time take Images of the Premises

which may depict Tenant's personal property and belongings. Images may remain on the internet or within the public domain indefinitely, and Tenant acknowledges that Tenant has no right to privacy with regard to the depictions set forth in any such Images that may be procured during the tenancy To this end, Tenant shall not impede or otherwise prevent lawful access into the Premises for the purpose of making repairs, marketing the Building for sale, or advertising the Premises for rental in instances where the entry or entries will involve the capturing and ultimate dissemination of Images within the public domain.

## 1.58 RELOCATION AND/OR REPLACEMENT OF HOUSING SERVICES

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With respect to any housing service which Owner may provide to Tenant outside of the Premises in which Tenant resides, including, but not limited to, (1) garage facilities, (2) parking facilities, (3) driveways, (4) storage spaces, (5) laundry rooms, (6) decks, (7) patios, or (8) gardens on the same lot, or (9) kitchen facilities or lobbies in single room occupancy (SRO) hotels, and regardless whether such housing service is provided at the inception of the tenancy or at any point in time thereafter, Owner reserves and retains the right to relocate such service to any other location on the lot which contains the Premises, in Owner's sole and absolute discretion. In the event of such relocation, Tenant shall be given at least 3 days' notice of any such relocation, and, to the extent that any personal property (e.g., vehicle or stored items) must be moved, Tenant shall move all such personal property to the newly-designated location within 7 days of the service of such notice of relocation by the Owner. Any failure by Tenant to timely move all such personal property shall be a material breach of this Agreement, warranting termination of the tenancy. Owner shall provide a comparable housing service. Tenant has no right to have any such housing service located in any part of the Building. Tenant has no right to have any such housing service located in any part of the building which contains the Premises.

Nothing in this Addendum should be construed as a representation that the premises being rented is in fact subject to either Civil Code Sections 1947.12 or 1946.2. *California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.* Addendum - AB 1482 Notice: If the premises is subject to the Tenant Protection Act of 2019, the following information is being disclosed to you.

Notice of Exemption from AB 1482 for Single Family Homes and Condos: YOU ARE HEREBY NOTIFIED IN ACCORDANCE WITH CIVIL CODE 1946.2 that this property is not subject to the rent limits imposed by §1947.12 of the Civil Code and is not subject to the just case requirements of §1946.2 of the California Civil Code. This property meets the requirements of §1947.12 (d)(5) and §1946.2 (e)(8) of the Civil Code and the owner is not any of the following (1) a real estate investment trust, as defined by §856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

By initialing below, you acknowledge and agree to the terms in Section 1.

X TM  
Trent G. Moore

## 2. House Rules

### 2.1 HOUSE RULES

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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.

### 2.2 NOISE, NUISANCE & CONDUCT

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1. Tenant shall not make or permit any noise or engage in or permit any other conduct which disturbs or offends other residents or neighbors. Noise should always be kept to a minimum.
2. Special consideration must be exercised before 8:00 AM and after 10:00 PM. Tenant must comply with the directions of

Owner and Owner's determination shall be final.

3. Tenant is responsible for ensuring that disturbing noises are not caused by Tenant's family, guests, or invitees.

4. Social gatherings of Tenant and Tenant's guests are welcomed provided that such gatherings do not become too loud, boisterous, or generally objectionable, as judged in Owner's sole discretion, so as not to interfere with the right of quiet enjoyment of other residents and neighbors. Hosting a loud, boisterous party in violation of the rule may lead to Tenant's eviction.

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

6. Residents are expected to cooperate with each other in resolution of any potential disputes and are encouraged to use the services of a local dispute resolution service if they are having difficulty at dispute resolution on their own. Tenant recognizes and agrees that Owner is not in a position to be an arbiter of disputes between Tenant and other Building residents or neighbors of Tenant, and that it is unfair and impractical to demand that Owner take sides between them or use Owner's authority against one resident for the benefit of another. Therefore, Tenant agrees that under no circumstance will Owner be required to pursue any course of action whatsoever as between Tenant and other resident to resolve disputes, nor shall Owner be required to evict, or threaten to evict, any resident because of a dispute with or demand by Tenant, and Owner's failure to do so shall not give rise to a claim against Owner for breach of Tenant's quiet enjoyment or any other cause. Tenant is encouraged to use the services of a local dispute resolution service such as the free mediation services of the San Francisco Rent Board to resolve disputes between other Building residents.

### 2.3 PARKING (IF PROVIDED BY AGREEMENT)

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7. Tenant shall park in the assigned place ONLY and shall not permit visitors to use parking facilities.

8. Only vehicles may be parked in parking areas.

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

10. Bicycles cannot be parked or stored anywhere except within the Premises or in areas of the Building specifically designated as bicycle parking. It is always your responsibility to keep your bicycle locked. Neither Owner nor Agent can be held responsible for any damage or theft of any nature to your bicycle or to any personal property which might be stored in the garage. When bringing bicycles into the Building, Tenant is responsible for any damage to the walls.

### 2.4 BUILDING APPEARANCE

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

12. 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.

13. Garbage cans, brooms, mops, cardboard boxes and similar articles are to be kept inside the Tenant's Premises.

14. Towels, rugs, clothing and other articles are not to be hung from windows, railings or balconies.

15. Tenant is not to store any belongings anywhere at the Building or, other outdoor areas. No barbeques are allowed anywhere on the Premises, including on any fire escape, patio or other outdoor areas.

16. Tenant may not install a private alarm system.

### 2.5 LOCKOUTS

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17. **MANAGEMENT IS NOT RESPONSIBLE FOR TENANT: LOCKOUTS.** Should Tenant become locked out, Tenant may attempt to reach the Resident Manager if there is one for the Building or Tenant may call the emergency service number for Agent at (415) 921-5733. The Emergency Service Coordinator will get back to Tenant within a reasonable period and will either provide Tenant with the locksmith assigned to the Building or offer to contact the locksmith for Tenant. Tenant will be responsible for the cost of the locksmith service call and will probably be required to pay for the service at that time. Once you have obtained entry into the building the locksmith can help you enter your unit. If Tenant contacts Agent for assistance in gaining access to the Premises, Tenant will be charged for this service at the current hourly rate of the Emergency Service provider. **THE TENANT IS NOT PERMITTED TO CHANGE THE LOCKS TO THE PREMISES,** nor is any additional security hardware permitted without written permission from the Owner/Agent. Should Owner receive a request for access from a subtenant or guest of Tenant, Owner may, at Owner's discretion, grant access to the subtenant or guest if Tenant instructs Owner to do so. However, Owner's decision to accommodate this request shall not be deemed as an acknowledgment or approval of a sub tenancy or subsequent occupancy of anyone other than Tenant.

### 2.6 INSURANCE

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18. Tenant is advised to carry sufficient insurance to insure personal property and to protect Tenant from losses due to fire, flood, theft, personal injury or injury to others, or other casualty. Owner will not be responsible for replacement of any

items or for Tenant's losses unless as a direct and proximate result of Owner's willful negligence.

## 2.7 REFUSE

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19. 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.
20. Tenant is required to cooperate with any recycling programs in effect or implemented by Owner.
21. 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.
22. Tenant is liable for any additional costs involved in hauling or disposing of any item not collected by any contracted scavenger service.
23. Refuse is to be placed inside designated containers or chutes. Doors and lids should be closed properly and not slammed.
24. Tenant is responsible for the general cleanliness and sanitation of the Building. Please keep that in mind at all times.
25. Cardboard boxes and other large refuse must be broken down or folded before being placed in the designated containers.
26. Cardboard boxes from Tenant's move-in or deliveries must be broken down or folded before being placed in the designated containers. Tenant is responsible for disposing of large pieces of furniture and excessive trash. Newspapers are to be placed in the newspaper disposal bin located in the basement or garage of the Building, if applicable.
27. Care must be taken to avoid clogging the trash chutes. Do not throw pizza boxes, hangers, newspapers, or any large items down the chute. Chutes may be removed at any time in Owner's discretion and the removal of a garbage/waste chute shall not constitute a decrease in housing services.
28. Tenant shall not dispose of any flammable substances.

## 2.8 COOPERATION WITH WASTE REMOVAL LAWS

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29. 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.

## 2.9 DELIVERIES

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30. 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.

## 2.10 UNIT CARE

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31. Before washing or cleaning walls, drapery or carpet, Tenant must consult Owner for the appropriate method or for recommended vendors to perform such work.
32. 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 to the Owner's satisfaction, if the method applied or the vendor employed was unsatisfactory. Do not use sharp instruments to defrost the refrigerator or freezer, as this can result in damage to the cooling coils. If Tenant damages the refrigerator or freezer, Tenant will be responsible for the replacement cost of a new refrigerator.
33. Tenant may not install air conditioners, ventilators or window screening devices without Owner's prior written approval.
34. 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.
35. Any accessories such as towel bars, coat hooks, 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.
36. Garbage disposals, dishwashers and other appliances must be used only for the intended purpose for which they were designed and constructed. Under no circumstances are you to use the sink as a garbage disposal. Bones, grease, etc., are not to be dumped down any drain or toilet.
37. Tenant may not burn incense and may not leave burning candles unattended.

## 2.11 WALL HANGINGS

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38. Adhesive picture hangers of any kind are prohibited. Picture hangers employing a thin nail or pin are 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.

## 2.12 LAUNDRY FACILITIES (IF PROVIDED)

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- 39. Heavy articles are not allowed in the laundry machines or dryers.
- 40. Tenant must remove contents from machine promptly when cycle is complete.
- 41. Owner assumes no responsibility in the use of laundry equipment or for items lost, stolen or damaged therein.
- 42. Laundry facilities are for the exclusive use of Tenant, and Tenant's own clothing ONLY.
- 43. Owner may, at 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, nor shall it constitute a decrease in housing services.

## 2.13 FLOOR COVERING

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44. 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.

## 2.14 UNIT REPAIRS AND CONTROLS

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- 45. If Tenant seeks a repair within the Premises, Tenant must fill out a "Work Order Request" form, which is available from the Resident Manager or Assistant Property Manager by email. All Work Order Request forms and work request emails must pre-approve our entry to verify work is needed and to allow the repair person entry to complete the work.
- 46. When you have an EMERGENCY repair, contact your Resident Manager or Property Manager immediately. If the manager is not available, call (415) 921-5733 for assistance.
- 47. If heat is provided to the Premises by a steam radiator, you must leave the radiator valve turned all the way off or all the way on. Anything in between will result in radiator damage, banging and/or leaks. When heat is provided by radiator(s), you cannot control the temperature or when heat is delivered, as the Building boiler is set to automatically activate at the temperature and times prescribed by law.

## 2.15 SECURITY

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48. To provide better security at the Building, all tenants are asked to never buzz anyone into the Building unless you know who it is. Make sure that the front and garage doors are locked behind you upon entry.

By initialing below, you acknowledge and agree to the terms in Section 2.

X TM  
Trent G. Moore

# 3. Lease Addendum - Mold Notification

## 3.1 LEASE ADDENDUM - MOLD NOTIFICATION

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It is our goal to maintain the highest quality living environment for our tenants. Tenant is to inspect the Premises upon taking possession of the Premises and any mold or mildew present is to be reported to the Owner/Agent immediately. Owner/Agent knows of no damp or wet building materials or of any mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the interior portions of the living areas are not properly maintained or ventilated. If moisture is allowed to accumulate in the Premises, it can cause mildew and mold to grow immediately. Moisture can collect inside housing from a wide variety of sources such as plumbing leaks, bathroom and kitchen condensation, accumulation of water run-off from roofs or at windows, defective sprinkler heads or broken water lines. It is important that Tenant regularly allows air to circulate in the Premises, especially when bathing or showering. It is also important that Tenant

keeps the interior of the Premises clean and that Tenant promptly notifies 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 Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes, dripping faucets, malfunctioning toilets, or abnormal / excessive condensation in the Premises.
3. Tenant agrees to notify Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant agrees to report to Agent any significant mold growth on surfaces inside the Premises.
5. Tenant agrees to allow the 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 Agent any non-working fan or window.
7. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning and to promptly report to Agent any nonworking fan.
8. Tenant agrees to use all reasonable care to close all windows and other openings in the Premises to prevent outdoor water from penetrating into the interior of the Premises. The Tenant is to use open windows as much as practical to increase the air circulation within the unit. Sunlight also assists in avoiding moisture accumulation. Therefore, try to keep curtains and blinds open whenever possible during daytime hours.
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 is to avoid filling closets, cabinets and other confined spaces with personal belongings, particularly against interior walls, as this prevents adequate air circulation. Also, periodically keep closet doors open to allow for increased air circulation.
11. Tenant agrees to keep tops of all aquariums covered.
12. Tenant agrees to maintain reasonably sized house plants and avoid overly large houseplants.
13. Tenant agrees to immediately contact Agent if any mold or mildew is observed or suspected to be in the Premises.
14. Tenant agrees to notify Agent of any problems with any air conditioning or heating systems that are discovered by Tenant. Tenant should use these fans on a regular basis to increase air circulation within the Premises.
15. Tenant agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the Premises.

By initialing below, you acknowledge and agree to the terms in Section 3.

X TM  
Trent G. Moore

## 4. Disclosure of Information On Lead-Based Paint and Lead-Based Paint Hazards

### 4.1 LEAD-BASED PAINT DISCLOSURE

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):

- 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 Acknowledgement (Tenant to initial below 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 Acknowledgement (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.

By initialing below, you acknowledge and agree to the terms in Section 4.

X TM  
Trent G. Moore

## 5. Lead Paint Hazard Notice

### 5.1 THIS DOCUMENT CONTAINS IMPORTANT HEALTH INFORMATION FOR PROPERTY OWNERS AND TENANTS SAN FRANCISCO LEAD HAZARD NOTICE FOR PRE-1978 DWELLINGS

Lead poisoning is an invisible but very serious illness that can occur in people of all ages exposed to lead hazards. Lead is especially harmful to young children and developing fetuses. Even exposure to low levels of lead may cause permanent effects on children's learning abilities, attention span, hearing, and growth. Children are most often exposed to lead when they put their hands in their mouths, after touching surfaces or objects in the home that have lead-contaminated dust. Therefore, all young children should be tested for lead. Doctors are required to test children at 12 months and 24 months who are enrolled in Medicaid; Children's Health and Disability Prevention Program; Healthy Families; and Woman, Infant, and Child Program. Also, children from 25 to 72 months, who have never been tested, are to receive a blood lead test. All other children, who do not qualify for these programs, should be tested if deemed necessary by the medical provider or in response to parental concerns. Lead was used in most house paint until 1978, when new laws greatly reduced the amount of lead allowed. Houses and buildings built before 1978 probably have lead-based paint under newer layers. When lead paint is damaged over time by neglect, impact, friction, or moisture, lead dust hazards are created. Also, when lead paint is disturbed during renovation, construction, or painting, and dust or paint chips are not properly contained and cleaned up, lead dust remains inside the home or in the soil. Bare topsoil containing lead is a significant hazard, and children, adult, and pets can track lead dust from the soil into the home. As a tenant, you have the right to a safe and habitable housing. Before you rent a unit, do a thorough inspection. Make sure that both the interior and exterior paint are in good condition. Look for signs of moisture damage. Request that peeling, flaking, or chipping paint be repaired before you accept the unit. You can help prevent lead hazards by keeping your home clean and telling your landlord if you see damaged paint. As a landlord, you are advised to have a maintenance schedule for your rental units and do a visual inspection at least annually. These inspections will allow you to assess the upkeep of your property and address any unreported problems. If you want to know more about how to protect you and your family from lead poisoning, you may call the following agencies:

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

By initialing below, you acknowledge and agree to the terms in Section 5.

X TM  
Trent G. Moore

## 6. San Francisco Waste Disposal Addendum

### 6.1 SAN FRANCISCO WASTE DISPOSAL ADDENDUM

#### 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 6:00PM 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 reconfigure, 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 deduction 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 and trash. Please note that because these bins must be placed together, Owner may have to reconfigure 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 pass-through of any fines levied against Owner.

By initialing below, you acknowledge and agree to the terms in Section 6.

X TM  
Trent G. Moore

## 7. Bedbug Notification

### 7.1 BEDBUG NOTIFICATION

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary. It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with early detection and make bed bug control easier if it is necessary.

### **1. Previous Infestations**

- A Resident shall not bring onto a property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident's guests.

### **2. Prompt Reporting**

- If you find or suspect a bed bug infestation, please notify Owner/ Agent as soon as possible, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- If you suspect a bedbug infestation, or have other maintenance needs, please provide your notice to Chandler Properties.

### **3. Information about Bed Bugs**

- **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- **Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.
- **Common signs and symptoms of a possible bed bug infestation:**
- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.
- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.
  - <http://www2.epa.gov/bedbugs>
  - <http://www.pestworld.org/all-things-bed-bugs/>

### **4. Cooperation with Pest Control**

- Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection and treatment of bed bugs
- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pre-treatment checklist with information provided by the pest control operator.
- The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.
- Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.
- If the pest control operator determines that it is necessary for an Owner/Agent or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- Residents who are not able to fulfill their unit preparation responsibilities shall notify the Owner/Agent at least one business day prior to the scheduled PCO visit for inspection or treatment.
- A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

### **5. Prevention Recommendations**

- Resident should check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.
- Thoroughly clean after guests have departed. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.
- Resident should avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the

presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Check secondhand furniture, beds, and couches for any of bed bug infestation before bringing them home. Never take discarded items from the curbside.

- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bed bugs.
- Vacuum frequently to remove successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.) The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

By initialing below, you acknowledge and agree to the terms in Section 7.

X TM  
Trent G. Moore

## 8. San Francisco Tobacco Smoke Disclosure

### 8.1 SAN FRANCISCO TOBACCO SMOKE DISCLOSURE

#### 1. Smoking Policy Pursuant to Article 19F of the San Francisco Health Code, smoking of tobacco products is not allowed:

- In enclosed common areas of multi-unit residences including elevators, covered parking areas, lobbies, waiting areas, interior halls and stairwells; shared bathrooms, cooking, dining, lounge, laundry facilities and recreation areas; etc.
  - Within 10 feet of a door or window located within the perimeter of an outdoor common area.
2. Non-Smoking Areas: Tenant and members of Tenant's household shall not smoke tobacco products in any area in which smoking is prohibited, nor shall Tenant permit any guest or visitor under the control of Tenant to do so. Tenant shall inform his or her guest(s) of any Non-Smoking Areas. Tenant shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Tenant's unit from Non-Smoking Areas.

**2. Owner/Agent Not Guarantor of Smoke-Free Environment:** Tenant acknowledges that Owner/Agent's adoption of Non-Smoking Areas does not make the Owner/Agent the guarantor of the Tenant's health or of the smoke-free condition of the areas in which smoking is prohibited. However, Owner/Agent shall take reasonable steps to enforce this addendum. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice.

**3. Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Tenant agree that the other residents of the property are the third-party beneficiaries of this Addendum. A resident may sue another resident to enforce this Addendum but does not have the right to evict another resident. Any lawsuit between residents regarding this Addendum shall not create a presumption that the Owner/Agent has breached this Addendum.

**4. Effect of Breach:** A breach of this Addendum by the Tenant shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.

**5. Disclaimer:** Tenant acknowledges that this Addendum and Owner/Agent's efforts to designate Non-Smoking Areas does not in any way change the standard of care that the Owner/Agent would have to any Tenant household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality than any other rental premises. Owner/Agent specifically disclaims any implied or express warranties that the building common areas or Tenant's premises will have any higher or improved air quality standards than any other rental property. Owner/Agent cannot and does not warrant or promise that the Premises or any other portion of the property including common areas will be free from secondhand smoke. Tenant acknowledges that Owner/Agent's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests.

**6. Damage to the Unit:** Tenant acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the Premises may include, but are not limited to cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.

The undersigned Tenant(s) acknowledge(s) agreeing to, having read and understood the forgoing:

- Around or near the building entry way, exit, operable doors or vents. Smoking of tobacco products is prohibited on the entire property, including individual units, common areas, and adjoining grounds unless otherwise allowed pursuant to SFHC Article 19F, with the exception of the units which have smoking permitted in their lease, which were executed prior to the SFHC ordinance, as noted in the smoking report located in the Online Tenant Portal. Effect on Current Tenants/Individual Units: Tenant acknowledges that current residents of the rental community under a prior Rental/Lease Agreement will not be immediately subject to the terms of this Addendum or this Smoking Policy. As units turn over, or residents enter into new Rental/Lease Agreements, this Addendum and Smoking Policy will become effective for their unit or new agreement. Apartments where smoking may still occur are: Smoke / Smoke Free Unit Report shared via Online Tenant Portal.

By initialing below, you acknowledge and agree to the terms in Section 8.

X TM  
Trent G. Moore

## 9. Disclosure Receipt

### 9.1 DISCLOSURE RECEIPT

I, Trent G. Moore (resident name), received the Resident's Disclosure Information for  
1128 Greenwich Street

#1128  
San Francisco, CA 94109

on 12/31/2021 . Building owner shall retain copies of all Resident's Statements for at least two years per San Francisco Fire Code, Section 409.2(c)

By initialing below, you acknowledge and agree to the terms in Section 9.

X TM  
Trent G. Moore

## 10. Move-In Information

### 10.1 MOVE-IN INFORMATION

#### PLEASE CAREFULLY REVIEW THIS INFORMATION BELOW

On behalf of the owner of your building, we welcome you as a tenant. The following information will assist you in your move-in process. The first thing you should do is complete a "Statement of Condition" form, which is attached as part of your lease and return the completed form to your Property Manager within 48 hours.. If you would like to schedule a move-in walk through, please contact your Property Manager or Resident Manager (if applicable). Your Property Manager will provide you with one full set of keys per tenant. Duplicate/extra sets are your responsibility. For security purposes, do not give duplicate keys to anyone not named on your lease agreement. If the front door key says Medeco, it can only be obtained from our office.

If you have any questions or a maintenance request, please call Chandler Properties' main office phone line at (415) 921-5773. The office is open from 9am – 5pm Monday – Friday. Calls made outside of business hours will be picked up by our answering service who will forward calls accordingly. If it is an emergency, please do not submit an online maintenance request or leave voicemails with the Property Manager. Please call our office as soon as possible at (415) 921-5733 so that your urgent request can be handled promptly. If it is after business hours, the answering service will answer and have

Hetherington General Contractors call you back.

## FREQUENTLY ASKED QUESTIONS AND CONTACT INFORMATION

1. If the Tenant does not call PG&E and set up the account in their own name within 7 days, the Tenant's service could be discontinued and there will be charges from PG&E to reinstate the service. Be sure to call PG&E as soon as possible to get the service in your name. You can contact PG&E at 1-800-743-5000 to set up the service or visit <https://www.pge.com/>.
2. **WHEN IS MY RENT DUE?** Rent is due on the first (1st) of every month. If rent is not received by the third (3rd) of the month, you will be charged a late fee. If the 3rd of the month falls on a weekend or a holiday, it is still the Tenant's responsibility to have their rent in by then.
3. **WHERE DO I PAY MY RENT?** The following are options for submitting rental payments:  $\diamond$  Set up a tenant portal through AppFolio, and submit payment electronically. If you would like to use this option, please request that we send you an invitation to activate your account. You may automatically receive the email invitation upon signing your lease.  $\diamond$  If your building has a resident manager, you can deposit your rent check in the check box located near their unit door. Your check should be in the check box on or before the 1st of the month to avoid late fees.
4. **WHO DO I MAKE MY CHECK PAYABLE TO?** Checks should be made payable to the building address, unless otherwise stated in your lease, please refer to Section 1.4 of your lease.
5. **CAN I PAY ONLINE?** Yes. Online payments are processed through your tenant page on AppFolio. If you did not receive an email invitation to activate your account, please call (415) 921-5733 to request an invitation. Once you have an account set up, you may pay with eCheck (ACH), credit or debit through AppFolio
6. **IMPORTANT! RENT CHECKS WILL ONLY BE ACCEPTED FROM THOSE NAMES THAT ARE ON THE LEASE.** Co-Tenants should not make any rent payments as they will be rejected and could cause late payment fees to be incurred.
7. **WHERE DO I PICK UP MY KEYS?** Please contact your Property Manager or Resident Manager (if applicable) a few days before your move-in date so that you can coordinate a time to pick up your keys.
8. **WHO DO I CONTACT IF I NEED MAINTENANCE DONE IN MY APARTMENT?** Please call our office at (415) 921-5733 and ask for the Assistant Property Manager. Alternatively, you may submit your maintenance request through your AppFolio tenant portal. If your building has a Resident Manager, you can pick up additional copies of the work request form located near their unit door. Complete the form including signing the part of the form authorizing entry to your unit so the repairs can be done. Return the completed form to the resident manager's drop box also located near their unit door.
9. Questions regarding your account/apartment including your rental payment should be made to the Property Manager.
10. **RENTER'S INSURANCE:** It is strongly suggested that you acquire Renter's Insurance. We encourage that you research and find which provider would work best for you.

By initialing below, you acknowledge and agree to the terms in Section 10.

X TM  
Trent G. Moore

**City and County of San Francisco**  
Department of Public Health  
Environmental Health Section



1390 Market Street, Suite 210  
San Francisco, CA 94102  
Main: (415) 252-3800  
Fax: (415) 252-3842  
<http://www.sfdph.org/dph/EH/ResidentialHotels/>

Updated: Jan. 2011/ J.O.



## **Tenant's Bed Bugs Control Guidelines**



City and County of San Francisco  
Department of Public Health

**Environmental Health Section**  
1390 Market Street, Suite 210  
San Francisco, CA 94102

### **How to Prepare a Room for Treatment and Prevent Transmitting Bed Bugs to Other Rooms**

#### **What Are Bed Bugs?**

Bed bugs are tiny insects that feed on the blood of humans, pets, birds and other animals. Bed bugs are parasites. Adult bed bugs are 1/4" long (one fourth of an inch). They have no wings and do not fly. Their bodies are flat before eating (blood meal) and round afterwards. The newly born bed bugs are called "nymphs" and their tiny, white bodies are almost too small to see.

#### **Appearance**



Bed Bugs Nesting in a Mattress



Adult Bed Bug

#### **How Do I Know I Have Bed Bugs?**

If you have bed bugs, you will have itchy bumps where they have bitten you. You may also see live or dead bed bugs in your room. Look for blood or fecal stains (tiny black stains) on your mattress, sheets or pillow cases.

#### **How Do Bed Bugs Get Into Buildings?**

Bedbugs get carried from place to place when people expose themselves or their belongings such as: luggage, clothing, furniture, or bedding, in areas that are infested with bed bugs. Bed bugs also can come from collecting items left on the street or used items of unknown origins, such as used furniture or second hand clothes.

#### **Can They Make Me Sick?**

When bed bugs bite, the saliva from their mouths make people itch. If the itching causes people to scratch a lot, they can get other infections into their body. Bed bugs are not known to transmit disease in humans.

#### **Prevention: How Do I Get Rid of Bed Bugs**

1. Tell the manager immediately when you see bed bugs or signs of bed bugs.
2. Notify the manager of bed bug bites or any evidence of bed bug activity in your room.
3. Allow the person who is going to help get rid of the bed bugs (pest control operator) to come into your room. Cooperate with manager and pest control operator for bed bug treatment.
4. Prepare your room prior to bed bug treatment. On the day the pest control operator comes to your room, seal all your clothing and bed covers in plastic bags and wash them at the Laundromat.
5. Wash all bedding and clothes in **HOT** water and dry on the **HOTTEST** setting. Do not return the clean clothing and bedding to your room until after your room treatment is finished or to a new room if you are relocated. Put all laundered clothes in new plastic bags.
6. Bathe and wash the clothes you are wearing and wear clean clothes you just washed.
7. Repeat the washing and drying of clothes for each bed bug treatment.
8. If your manager does not respond to your complaints about bed bugs, call the **San Francisco Department of Public Health at: Main: (415) 252-3800**

**Tenant Complaint Report Form**

Apartment

\_\_\_\_\_

Tenant Name:

\_\_\_\_\_

Date Reported:

\_\_\_\_\_

Date of Occurrence:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Unit Number:

\_\_\_\_\_

Bed Bugs	<input type="checkbox"/>
Cockroaches	<input type="checkbox"/>
Rodents	<input type="checkbox"/>
Other:	<input type="checkbox"/>
_____	
_____	

Detailed description of the incident/problem:

Location where observed:

**Instructions:**

If you have detected evidence of a Bed Bug infestation in your apartment or the common area of the building you should call Chandler Properties at 415-921-5733 and report the details to your Property Manager or the Customer Service Representative. Complete this form and deliver it to Chandler Properties at 2799 California Street San Francisco, CA 94115 or fax to 415-921-0841

# 1120-1128 Greenwich Street Apartments

3475 California Street • San Francisco, CA 94118  
(415) 921-5733

# 11

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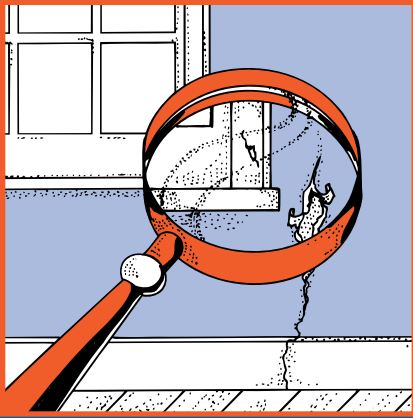
## A.\_TENANT\_BEDBUG\_GUIDELINES\_AND\_TENANT\_COMPLAINT\_FOR

X *Trent Moore*

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Lessee

IP Address: 73.189.219.227  
01/27/2022 11:37am PST



# Protect Your Family From Lead In Your Home



 EPA United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

---

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

---

**People can get lead in their body if they:**

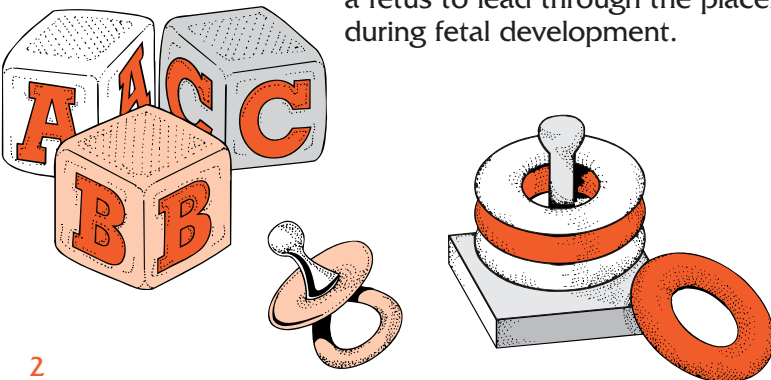
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

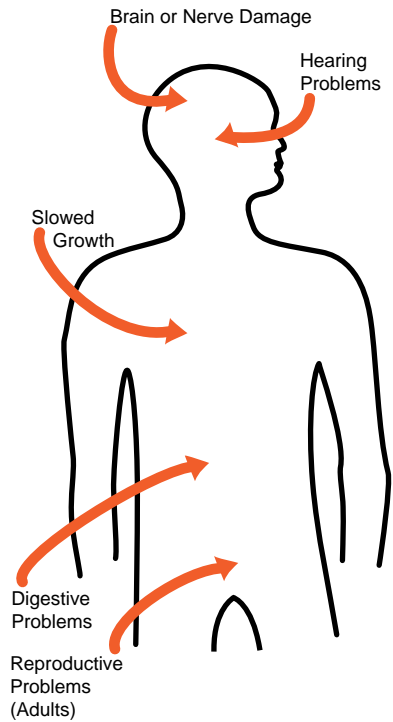
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

# Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

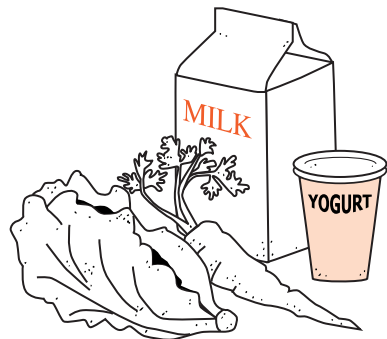
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



# Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

---

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

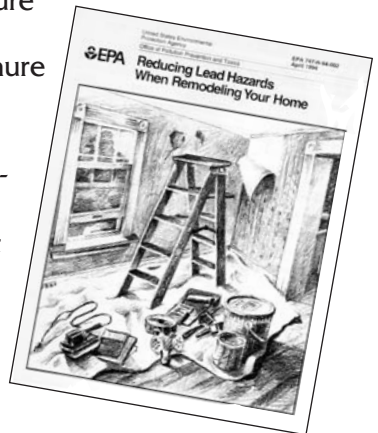
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

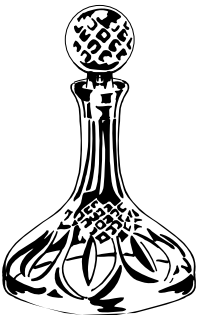
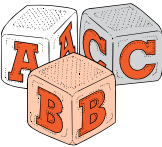
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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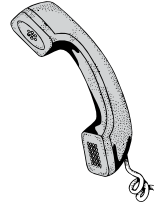
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

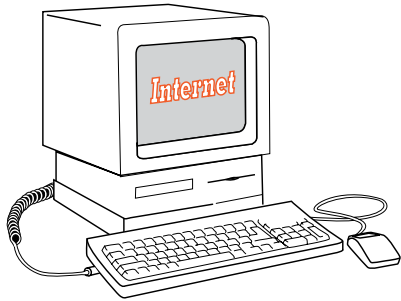


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

# 1120-1128 Greenwich Street Apartments

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B.\_EPA\_BOOKLET\_\_PROTECT\_YOUR\_FAMILY\_FROM\_LEAD\_IN\_YOU

X *Trent Moore*

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# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

# Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

# Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*

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X *Trent Moore*

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## ACRYLIC BATHTUB CARE INSTRUCTIONS:

1. Do not use abrasive cleaners (Comet, Ajax, Bar Keeper's Friend, Pumice, or anything with hard granules). OK to use cleaners such as 409, Lysol Bathroom, Method and other liquids safe for acrylic.
2. Do not drag or drop anything heavy or sharp in the tub.
3. Do not use hair dyes or other dyes in the tub as they can leave a stain.

### DON'T USE:



### OK TO USE:



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## Smoke / Smoke Free Unit Report

**Properties:** 1120-1128 Greenwich Street Apartments - 1120-1128 Greenwich Street San Francisco, CA 94109

**Units:** Active

Unit Name	Rent Status
<b>Commercial, Non-Smoking Unit</b>	
1120A	Rent Controlled
<b>Non-Smoking Unit</b>	
1120 greenwich	
1120	Rent Controlled
1122	Rent Controlled
1124	Rent Controlled
1128	Rent Controlled
<b>Smoking Optional Unit</b>	
1126	Rent Controlled
<b>Total</b>	

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# 1120-1128 Greenwich Street Apartments

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## 16. Entire Agreement

### 16.1 SIGN AND ACCEPT

This Agreement consist of the foregoing numbered Paragraphs identified in this Agreement herein:

**Pet Agreement**  
**Storage Agreement**  
**Parking Agreement**  
**House Rules**  
**Mold Notification**  
**Disclosure of Information on Lead-Based Paint**  
**Lead-Based Hazard Notice**  
**San Francisco Waste Disposal Addendum**  
**Bedbug Notification**  
**San Francisco Tobacco Smoke Disclosure**

These four (4) items must be attached to the lease:

**Tenant's Bedbug Control Guidelines Brochure And Tenant Complaint Form**  
**EPA booklet "Protect Your Family from Lead in Your Home"**  
**Smoking Report (shared via Online Tenant Portal)**  
**SFFD Regulations (shared via Online Tenant Portal)**

**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 a 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 20 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.

Telephone Number where Agent can be reached: 415-921-5733  
Normal Business Hours of Agent: Monday – Friday, 9am to 5pm

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

**X Trent Moore**

Lessee

IP Address: 73.189.219.227  
01/27/2022 11:38am PST

**X Shahra Sidiqi**

Lessor

IP Address: 76.224.23.244  
01/27/2022 12:19pm PST