

Fixed-Term Residential Lease

- 1. Identification of Landlord and Tenants.** This Agreement is made and entered into on _____ 2011 between _____ ("Tenant") and **Sagamore House** ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.
- 2. Identification of Premises and Occupants.** Subject to the terms and conditions set forth in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____ **San Francisco, California** ("the premises"). The premises shall be occupied by the undersigned Tenant only.
- 3. Limits on Use and Occupancy.** The premises are to be used only as a private residence for Tenant listed in Clause 2 of this Agreement, and for no other purpose without Landlord's prior written consent. Occupancy by guests for more **than five days in any six-month** period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement.
- 4. Defining the Term of the Tenancy.** The term of the rental shall begin on _____, and shall expire on _____. Should Tenant vacate before expiration of the term, Tenant shall be liable for the balance of the rent for the remainder of the term, less any rent Landlord collects or could have collected from a replacement tenant by reasonably attempting to rerent. Tenant who vacates before expiration of the term is also responsible for Landlord's costs of advertising for a replacement tenant.
- 5. Amount and Schedule for the Payment of Rent.** Tenant shall pay to Landlord a monthly rent of \$_____, payable in advance before or on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent shall be paid to **Sagamore House** at _____.

or at such other place as Landlord shall designate from time to time.

- a. The form of payment shall be: ☒ cash ☐ certified funds or money order
- b. Rent will be accepted personally, not by mail. Rent is accepted during the following days and hours: Monday – Friday, 7:30pm – 10:30pm; Saturday – Sunday, 9:00am – 10:00pm.
- d. On signing this Agreement, Tenant shall pay to Landlord for the period of _____, 2011, through _____, 2012, the sum of \$_____ as rent, payable in advance.

6. Late Charges. Tenant shall pay Landlord a late charge if Tenant fail to pay the rent in full within **three** days after the date it is due. The late charge shall be 10% of rent, plus \$10.00 for each additional day that the rent continues to be unpaid. The total late charge for any one month shall not exceed \$200.00. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. Returned Check and Other Bank Charges. In the event any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant shall pay Landlord a returned check charge in the amount of \$35.00.

8. Amount and Payment of Deposits. On signing this Agreement, Tenant shall pay to Landlord the sum of \$_____ as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within three weeks after Tenant have vacated the premises, Landlord shall furnish Tenants with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Landlord may withhold only that portion of Tenants' security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2)

repair damages to the premises exclusive of ordinary wear and tear; (3) clean the premises if necessary to restore it to the same level of cleanliness it was in at the beginning of the tenancy; and (4) remedy any default by tenant, under this agreement, to restore, replace, or return any of Landlord's personal property mentioned in this agreement, including but not limited to the property referred to in Clause 11.

Landlord shall pay Tenant interest on all security deposits as follows:

- ☐ a. Per state law, no interest payments are required.
- ☒ b. Local law requires that interest be paid or credited, which shall occur as follows: the end of the term of tenancy.

Interest rate shall be determined by The San Francisco Residential Rent Stabilization and Arbitration Board.

9. Utilities. Tenant shall be responsible for payment of all utility charges, except for the following, which shall be paid by Landlord: Garbage Collection.

Tenant's gas, electric or water meter serves area(s) outside of their premises, and there are not separate gas and electric or water meters for Tenant's unit and the area(s) outside their unit. Tenant and Landlord agree as follows:

- ☐ a. Tenant shall be responsible for payment of 10% gas charges, 20% electric charges, and 20% water and sewer charges.
- ☐ b. Tenant shall be responsible for payment of 15% gas charges, 15% electric charges, and 20% water and sewer charges.

10. Prohibition of Assignment and Subletting. Tenant shall not lease, sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

11. Condition of the Premises. Tenants agree to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2)

immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises, including Landlord's personal property therein, damaged by Tenant or Tenant's guests or invitees through misuse or neglect.

Tenant acknowledges that Tenant has examined the premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe and clean condition and repair, except as noted here: See attached checklist for details.

12. Possession of the Premises. If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant shall still be responsible for paying rent and complying with all other terms of this Agreement. In the event Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenant shall have the right to terminate this Agreement. In such event, Landlord's liability to Tenant shall be limited to the return of all sums previously paid by Tenant to Landlord.

13. Pets. No animal, bird, fish or other pet shall be kept on the premises without Landlord's prior written consent, except properly trained dogs needed by blind, deaf or physically disabled persons.

14. Smoking. Any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, weed, plant, or other tobacco like product or substance in any manner or in any form by Tenant and tenant's guests or invitees is prohibited on the premises or adjacent areas, including and not limited to backyard, front yard, garage, and hallway.

15. Drugs. Any use, possession or sale of any illegal drugs or substance in any manner or in any form by Tenant and tenant's guests or invitees is prohibited on the premises or adjacent areas, including and not limited to backyard, front yard, garage, and hallway

16. Landlord's Access for Inspection and Emergency. Landlord or Landlord's agents may enter the premises in the event of an emergency or to make repairs or improvements, supply agreed services, show the premises to prospective buyers or tenants, and conduct an initial move-out inspection requested by tenants. Except in cases of emergency, Tenant's abandonment of the premises or court order, Landlord shall give Tenant reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00 a.m. to 6:00 p.m. and Saturday through Sunday from 10:00 a.m. to 4:00 p.m.

17. Extended Absences by Tenants. Tenant agrees to notify Landlord in the event that Tenant will be away from the premises for **five** consecutive days or more. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

18. Prohibitions Against Violating Laws and Causing Disturbances. Tenant shall be entitled to quiet enjoyment of the premises. Tenant and tenant's guests or invitees shall not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

19. Repairs and Alterations

- a. Tenant shall not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant shall provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.
- b. Except as provided by law or as authorized by the prior written consent of Landlord, Tenant shall not make any repairs or alterations to the premises. Landlord will not unreasonably withhold consent for such repairs, but will

not authorize repairs that require advanced skill or workmanship or that would be dangerous to undertake. Landlord will not authorize repairs unless such repairs are likely to return the item or element of the rental to its pre-damaged state of usefulness and attractiveness.

20. Damage to the Premises. In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:

- a. If the premises are totally damaged and destroyed, Landlord shall have the option to: (1) repair such damage and restore the premises, with this Agreement continuing in full force and effect, except that Tenant's rent shall be abated while repairs are being made; or (2) give written notice to Tenants terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement shall expire and all of Tenant's rights pursuant to this Agreement shall cease.
- b. Landlord shall have the option to determine that the premises are only partially damaged by fire or other cause. In that event, Landlord shall attempt to repair such damage and restore the premises within thirty (30) days after such damage. If only part of the premises cannot be used, Tenant must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement shall expire and all of Tenant's rights pursuant to this Agreement shall terminate at the option of either party.
- c. In the event that Tenant, or Tenant's guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Agreement at any time, and Tenant shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.
- d. Landlord shall not be required to repair or replace any property brought onto the premises by Tenant.

21. Tenants' Financial Responsibility and Renters' Insurance. Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Landlord assumes no liability for any such loss. Landlord recommends that Tenant obtain a renters' insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the premises.

22. Waterbeds. No waterbed or other item of water-filled furniture shall be kept on the premises without Landlord's written consent.

23. Tenant Rules and Regulations

☐ Tenant acknowledges receipt of, and have read a copy of, tenant rules and regulations, which are labeled Attachment and attached to and incorporated into this Agreement by reference.

24. Payment of Attorney Fees in a Lawsuit. In any action or legal proceeding to enforce any part of this Agreement, the prevailing party ☐ shall not/ ☒ shall recover reasonable attorney fees and court costs.

25. Authority to Receive Legal Papers. Any person managing the premises, the Landlord and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

☐ a. the manager, at the following address and telephone number:

☒ b. the Landlord, at the following address and telephone number:

_____ San Francisco, California

☐ c. the following: _____

26. Additional Provisions

☐ a. None.

☐ b. Additional provisions are as follows: _____

27. State Database Disclosure. Notice: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code §2079.10a)

28. Grounds for Termination of Tenancy. The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

29. Entire Agreement. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Landlord (Sagamore House) _____ Date _____
_____, San Francisco, California
Landlord's Street Address, City, State & Zip

Tenant () _____ Date _____