

## RESIDENTIAL RENTAL AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM \_\_\_\_\_ (Tenant Name) , hereinafter referred to as Tenant, the sum of \_\_\_\_\_ (dollar amount) , evidenced by Hotel or company name, as payment for first month rent and security deposit. Upon acceptance of this Agreement, the Owner of the premises will apply the payment as follows:

	TOTAL	RECEIVED	DUE
Rent For the Period From _____ to _____	\$	\$	\$
Security Deposit (Not Applicable toward Last Month Rent)	\$	\$	\$
<b>Total</b>	\$	\$	\$

In the event this Agreement is not accepted by the Owner, within **0 days** the total deposit received will be refunded.

Tenant offers to rent from the Owner the premises situated in the City of SAN FRANCISCO, COUNTY of SAN FRANCISCO, State of CALIFORNIA, described as address and room number

Upon the following terms and conditions:

- TERM:** The term will commence on \_\_\_\_\_ and continue on a month to-month basis, until either party terminate this Agreement by giving the other party 30 days written notice.
- RENT:** Rent will be \$ \_\_\_\_\_, per month, payable in advance, upon the **1<sup>st</sup> day** of each calendar month to Owner or his/her authorized agent, at the following address: \_\_\_\_\_ at such other places as may be designated by Owner from time to time. In the event rent is not paid within 5 days after due date, Tenant agrees to pay a late charge of \$ \_\_\_\_\_. Tenant further agrees to pay \$ \_\_\_\_\_ for each dishonored bank check. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due. Any unpaid balance including late charges will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
- MULTIPLE OCCUPANCY:** It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
- UTILITIES:** Tenant will be responsible for the payment of all utilities and services, except: PG&E, WATER & GARBAGE which will be paid by Owner.
- USE:** The premises will be used exclusively as a residence for no more than \_\_\_\_\_ adults.
- ANIMALS:** No animals will be brought on the premises without the prior written consent of the Owner.
- HOUSE RULES:** In the event that the premises is a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will not have a waterbed on the premises without prior written consent of the Owner.
- ORDINANCES AND STATUTES:** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. If the premise is located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his/her legal rights.
- SHORT TERM RENTAL:** Tenant is prohibited from offering all or part of the Premises for short-term rental, such as through AirBNB, VRBO, or any other such sites or programs, regardless of any local laws that may be or have been elected. Any advertising or on-line postings as well as actual rentals of the Premises to vacation or short-term guests shall constitute a material breach of this Agreement and shall be 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.
- ASSIGNMENT AND 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. Should the Premises ever be sublet or assigned for any reason, Owner reserves all rights under the Costa-Hawkins Rental Housing Act to adjust rent. Moreover, Owner shall not acknowledge, screen, approve, or otherwise communicate with any subtenant or assignee, and rent shall only be accepted from Tenant. Any subtenants/assignees, while not a co-tenant, must nevertheless honor and abide by every term of this Agreement. Should all original occupants who took possession of the Premises pursuant to this Agreement no longer permanently reside at the Premises, any sub-tenants or assignees remaining in possession will be bound by all terms of this Agreement and shall be responsible to pay the adjusted monthly rent.

Tenant will notify Owner in writing if and when the Premises is no longer the permanent place of residency or the principal place of residency of Tenant. Owner and Tenant hereby agree that should Tenant fail to so notify Owner, Owner shall be damaged monetarily as follows: The monthly rent differential between what Tenant was paying when Tenant no longer permanently resided at the Premises or used it as a principal place of residency and the fair market monthly rent for the Premises. Therefore, in such instances where Tenant withholds this information from Owner, Tenant shall be liable to Owner for this difference in rental value for each month from the time Tenant ceases using the Premises as a permanent or principal place of residence through the time that Owner adjusts the monthly rent to fair market value.

Tenant Initial Here: \_\_\_\_\_

- MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated. Tenant will, at his/her own expense, maintain the premises in a clean and sanitary manner including all equipment, appliances, smoke detectors, plumbing, heating and air conditioning, and will surrender the same, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for damages caused by his/her negligence and that of his/her family, invitees, and guests. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. Tenant will not commit any waste upon the premises, or any nuisance or act, which may disturb the quiet enjoyment of any tenant in the

building. Owner will be responsible for the cost of any retrofitting required by governmental agencies.

12. **INVENTORY:** Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear.
13. **DAMAGES TO PREMISES:** If the premises are damaged by fire or from any other cause, which renders the premises uninhabitable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his/her invitees, and then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, then rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, then Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.
14. **ENTRY AND INSPECTION:** Owner will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual buyers, lenders, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior notice to Tenant.
15. **INDEMNIFICATION:** Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his/her agents or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his/her agents or employees. It is understood that Owner's insurance does not cover Tenant's personal property or improvements.
16. **PHYSICAL POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement date set forth above. Owner will not be liable for any damage caused, nor will this Agreement be void or voidable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within \_\_\_\_\_ days of the commencement of the term in Item 1.
17. **DEFAULT:** If Tenant fails to pay rent when due, or perform any provision of this Agreement, after not less than three (3) days written notice of such default given in the manner required by law. The Owner, at his/her option, may terminate all rights of Tenant unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes. That such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law. In the event of a default by Tenant, Owner may elect to: (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Owner's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he/she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award ' suit *be instituted* to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could *be* reasonably avoided.
18. **SECURITY:** The security deposit will secure *the* performance of Tenant's obligations. Owner may, but will not *be* obligated to, apply all portions of said deposit on account of Tenant's obligations. Any balance remaining upon termination will *be* returned to Tenant. Tenant will not have the right to apply the security deposit in payment of the last month's rent.
19. **DEPOSIT REFUNDS:** The balance of all deposits will *be* refunded within *three* weeks (or as otherwise required by law), from date possession is delivered to Owner or his/her Authorized Agent, together with a statement showing any charge made against such deposits.
20. **WAIVER:** Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his/her right to enforce any provision of this Agreement.
21. **NOTICES:** Unless otherwise provided. Any notice which either party may give or is required to give, may be given personally or by mailing the same, postage prepaid, certified to Tenant at the premises or to Owner at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective five (5) day. after mailing, or on personal delivery, or when. Receipt is acknowledged in writing.
22. **HOLDING OVER:** Any holding over after expiration of this Agreement, with the consent of Owner, will be a month-to-month tenancy at a monthly rent of N/A payable in advance and otherwise subject to the terms of this Agreement, as applicable, until either party terminate the same by giving the other party thirty (30) days written notice.
23. **TIME:** Time is of the essence of this Agreement.
24. **ATTORNEY'S FEES:** In any action or proceeding involving a dispute between Owner and Tenant arising out of this Agreement, the prevailing party will be entitled to reasonable attorney fees.
25. **FAIR HOUSING:** Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, Rental, appraisal, Financing or advertising of housing on the basis of race, religion, color, sex, familial status, sexual preference, handicap Or national origin.
26. **ADDITIONAL TERMS AND CONDITIONS:**

- **\$ 50 RE-KEY LOCK CHARGE UPON VACATING UNIT**
- **NO DISPLAYS ALLOWED IN WINDOWS**
- **NO ROOF ACCESS**
- **NO EATING, SMOKING OR DRINKING ALLOWED IN COMMON AREAS**
- **NO PETS WILL BE ALLOWED IN THE UNIT.**
- **ALL THE APPLIANCES ARE IN GOOD CONDITION. TENANT IS RESPONSIBLE FOR ANY DAMAGES TO THE APPLIANCES.**
- **UNIT SHOULD BE RETURNED IN THE SAME CONDITION AS GIVEN WHEN FIRST OCCUPIED; INCLUDING: PAINT, CARPET, FLOORS AND ALL APPLIANCES.**
- **RENTERS INSURANCE REQUIRED**
- **NO SECURITY DEPOSIT WILL BE RETURNED WITHOUT A MOVE-OUT INSPECTION COMPLETED**

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

- House Rules
- Mold Notification
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- EPA booklet "Protect Your Family From Lead In Your Home"
- San Francisco Waste Disposal Addendum
- Bedbug Addendum
- San Francisco Tobacco Smoke Disclosure Addendum
- Other

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

**Tenant** \_\_\_\_\_ **Date** \_\_\_\_\_  
Enter name of tenant(s)

**Tenant** \_\_\_\_\_ **Date** \_\_\_\_\_  
Enter name of tenant(s)

**Manager** \_\_\_\_\_ **Date** \_\_\_\_\_  
Enter name of owner/manager

## **Addendum-Mold Notification**

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

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

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

1. Tenant agrees to keep the Premises free of dirt and debris that can harbor mold.
2. Tenant agrees to immediately report to Owner/Agent any water intrusion, such as plumbing leaks, drips, or "sweating" pipes.
3. Tenant agrees to notify Owner of overflows from bathroom, kitchen, or Premises laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
4. Tenant agrees to report to Owner/Agent any significant mold growth on surfaces inside the Premises.
5. Tenant agrees to allow Owner/Agent to enter the Premises to inspect and make necessary repairs.
6. Tenant agrees to properly ventilate the bathroom while showering or bathing and to report to Owner/ Agent any non-working fan or window.
7. Tenant agrees to use exhaust fans, if provided, whenever cooking, dishwashing or cleaning.
8. Tenant agrees to use all reasonable care to prevent outdoor water from penetrating into the interior of the Premises.
9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
10. Tenant agrees to notify Owner/ Agent of any problems with any air conditioning or heating systems that are discovered by the Tenant.
11. Tenant agrees to indemnify and hold harmless Owner/Agent from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that Owner/ Agent may sustain or incur as a result of the negligence of the Tenant or any guest or other person living in, occupying, or using the Premises.

**ACCEPTED AND AGREED TO BY:**

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

***Owner's Disclosure*** (Owner to initial and check appropriate boxes)

\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards *(check one below)*:

Known lead-based paint and/or lead-based paint hazards are present in the housing and described as:

\_\_\_\_\_

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_ (b) Records and reports available to the Lessor *{check one below}*:

Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing *{list documents below}*:

\_\_\_\_\_

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

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

\_\_\_\_ (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."

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

**ACCEPTED AND AGREED TO BY:**

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

**ACCEPTED AND AGREED TO BY:**

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## BEDBUG ADDENDUM

This document is an Addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_  
between

(date)

\_\_\_\_\_  
owner/agent" and  
(Name of Owner/Agent

\_\_\_\_\_  
"Resident" for the  
(List all Residents as listed in the Rental/Lease Agreement)

Premises located at \_\_\_\_\_ Unit # (if applicable) \_\_\_\_\_  
(Street Address)

\_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)

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 tenant shall not bring onto a property personal furnishings or belongings that the tenant knows or should reasonably know are infested with bed bugs, including the personal property of the tenant'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 \_\_\_\_\_  
\_\_\_\_\_

Information about how to identify bedbugs and signs of infestation is available at: <http://www2.epa.gov/bedbugs>

Common signs of bed bugs and symptoms of a possible infestation:

- Small red to reddish brown fecal spots on mattresses, 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 are allergic to bedbug bites and others are not.

### 3. Cooperation with Pest Control

- Tenants 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 tenants will receive a written notice including the date(s) and time(s) of treatment, whether and when the tenant is required to be absent from the unit, the deadline for tenant preparation of the unit and a pretreatment checklist with information provided by the pest control operator.
- The tenant shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist
- Tenant shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishing.
- If the pest control operator determines that it is necessary for a landlord or tenant 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 disposal material. Bags shall be furnished as needed to tenants by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.
- Tenants who are not able to fulfill their unit preparation responsibilities shall notify the landlord at least one business day prior to the scheduled PCO visit for inspection or treatment.
- A tenant 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.

4. **Responsibilities for Prevention**

- Resident shall **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 unit. 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 shall **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 signs of bedbug 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 bedbugs easier to see. Be sure to purchase a high quality bedbug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bedbugs.
- 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 bedbugs).

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing:

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



## San Francisco Tobacco Smoke Disclosure Addendum

This document is an addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_ between \_\_\_\_\_ (Owner/Agent) and \_\_\_\_\_ (Residents) for the premises located at \_\_\_\_\_ Unit # \_\_\_\_\_, San Francisco, California.

### 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.
- Around or near the building entryway, 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.

**Effect on Current Tenants/Individual Units:** Resident 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 Smoking Policy. As units turn over, or residents enter into new Rental/Lease Agreements, this Addendum and Smoking Policy will become effective for their new unit or new agreement. **Units where smoking may still occur are: -**

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**2. Non-Smoking Areas:** Resident and members of Resident's household shall not smoke tobacco products in any area in which smoking is prohibited, nor shall Resident permit any guest or visitor under the control of the Resident to do so. Resident shall inform his or her guest(s) of any Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from Non-Smoking Areas.

**3. Owner/Agent Not Guarantor of Smoke-Free Environment:** Resident acknowledges that Owner/Agent's adoption of Non-Smoking Areas does not make the Owner/Agent the guarantor of the Resident'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.

**4. Other Residents Are Third Party Beneficiaries of this Addendum:** Owner/Agent and Resident 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.

**5. Effect of Breach:** A breach of this Addendum by the Resident shall be deemed a material breach of the Rental/Lease agreement and grounds for immediate termination of Rental/Lease Agreement by the

Owner/Agent.

6. **Disclaimer:** Resident 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 Resident 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 Resident'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 Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Resident acknowledges that Owner/Agent's ability to police, monitor, or enforce this Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests.

7. **Damage to the Unit:** Resident 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, carter pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

Resident Signature:

Date:

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

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