

2017-012643 ZAD
WITHDRAWN

Durandet, Kimberly (CPC)

From: Durandet, Kimberly (CPC)
Sent: Monday, November 27, 2017 9:19 AM
To: 'Christina Marie'
Cc: Ko, Yvonne (CPC); Oropeza, Edgar (CPC)
Subject: RE: Please cancel my letter of determination

3632 - 26TH STREET

Hi Christina Marie,

Your request to cancel the request for determination has been received. Please discuss any possible reimbursement with Yvonne Ko of our finance team. I did spend time working on this last week reviewing the request and that potentially may be deducted from any refund due.

Kimberly Durandet
Principal Planner
Current Planning-Southeast Quadrant

Planning Department, City and County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-575-6816 Fax: 415-558-6409
Email:kimberly.durandet@sfgov.org
Web:www.sfplanning.org

Planning Information Center (PIC): 415-558-6377 or pic@sfgov.org Property Information Map (PIM):<http://propertymap.sfplanning.org>

-----Original Message-----

From: Christina Marie [<mailto:christinamarietv@gmail.com>]
Sent: Wednesday, November 22, 2017 12:01 PM
To: Durandet, Kimberly (CPC)
Subject: Please cancel my letter of determination

Hello Kimberly, after speaking at great length with Edgar orepeza, he informed me that the planning department does not need a letter of recommendation and that was an incorrect request.

Therefore, I would like to have the money reimbursed and the letter of determination canceled.
It is not my fault it was requested from the planning department incorrectly.

My phone number is 415-710-9616 if you'd like to discuss further. Please let me know when I can come pick up the check.

Thank you happy holidays!

Sent from my iPhone



Sept 22nd, 2017

The office of the Zoning Administrator, Scott Sanchez
1650 Mission Street, Suite 400
San Francisco, CA 94103

Property Address:
3632 26th Street
San Francisco, CA 94110

R # 2017-012643 ZAD
CK # 1459 \$678.50
R. SUCRE (SE)

Block/Lot
6532/016

Dear Mr, Sanchez,
I was referred by the Planning desk to contact you about our property.

My Brother and I have inherited an apartment house which is listed as 4 apartments and 5 "Boarding/guest" rooms.

It is a Old 1904 Single Family Mansion (based on old water connection records found at the SF Library records) that was converted in the 1940's? to apartments and rooms. Our mother, Frieda Schneider, bought it as 4 apts and 5 guest rooms in 1963.

It has 3 floors:
1st floor: 2 apartments
2nd floor: 2 apartments
3rd floor: 5 single rooms, all with their own separate leases.

Each of the 5 rooms on the top floor have a small sink in their room. No kitchen or bathroom in any of the rooms.

At the end of the hall there is 1 toilet room, 1 shower room and 1 kitchen for them to use. (There is no shared front room or dining area.)

**Please see attached floor plan. Scale is one square=1 foot

Since the rooms on the top floor are small, and there is only 1 toilet, and 1 shower on that floor, we only allow 1 person per room. 5 tenants total

We want to understand what the zoning laws are for our top floor.
4 of the 5 rooms are soon to be vacant and we would like to understand what options we have to make the top floor more livable. 1 toilet for 5 people is functionally obsolete and a nightmare when it backs up!

Thank You,
Christina Marie Bradley
And Christian Schneider SF Born and raised! ☺
415/710-9616 christinamarietv@gmail.com

**Property Address:
3632 26th Street
San Francisco, CA 94110**

**Block/Lot
6532/016**

Please find attached:

- 1) Floor Plan layout of top floor rooms.
- 2) Leases for each room on top floor. Many rooms are currently vacant, so I attached the last leases for those rooms.
- 3) Permits and History of 3632 26th:

1963 DPW Notice to:
Discontinue use of top floor shared kitchen,
Provide 2nd egress for top floor
Provide sufficient toilets for top floor rooms.

1963 DPW also wanted to have a fire escape route from top floor at end of hall, and sprinklers added.

Parents tried to get permit to add back door and fire escape, permit denied.

They put in fire sprinklers though out building

Parents created 2nd egress and fire escape from top floor, and attached metal fire escape stairs from the top floor rear deck to ground.

My parents did an appeal to the Dept of Building Inspection re: removal of top floor kitchen, and won the appeal in 1969 decision 5166 on 2-17-69

Please let us know if there is anything else you require. Look forward to speaking with you.

thanks

(CEILING 9'4")

26th ST

6532
Block 6
#16

Horners
Addition

112' x
30'

zoning
Res Mixed
low density

40-X

letter of
determination

W



Write in Ink—File Two Copies

CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF PUBLIC WORKS
BLDG. FORM

CENTRAL PERMIT BUREAU

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

3

SEPTEMBER 11 1968

Application is hereby made to the Department of Public Works of San Francisco for permission to build in accordance with the plans and specifications submitted herewith and according to the description and for the purpose hereinafter set forth:

- (1) Location 3632 - 26TH STREET SAN FRANCISCO
- (2) Total Cost (\$) 250 (3) No. of Stories 3 (4) Basement or Cellar _____
- (5) Present Use of building 4 APT. + 5 GUEST ROOMS (6) No. of families 4
- (7) Proposed Use of building Same (8) No. of families 4
- (9) Type of construction _____ (10) 1841 Proposed Building Code Classification
- (11) Any other building on lot NO (must be shown on plot plan if answer is yes.)
- (12) Does this alteration create an additional story to the building? NO
- (13) Does this alteration create a horizontal extension to the building? NO
- (14) Does this alteration constitute a change of occupancy? NO
- (15) Electrical work to be performed NO (16) Plumbing work to be performed NO
- (17) Automobile runway to be altered or installed NO
- (18) Sidewalk over sub-sidewalk space to be repaired or altered NO
- (19) Will street space be used during construction? NO
- (20) Write in description of all work to be performed under this application:
(Reference to plans is not sufficient)

SECTION #19
LEGALIZE BUILDING AS 4 APT AND
5 GUEST ROOMS
PER D.P.H. NOTICE ATTACHE

- (21) Supervision of construction by _____ Address _____
- (22) General Contractor _____ California License No. _____
Address _____
- (23) Architect or Engineer _____ California Certificate No. _____
(for design) Address _____
- (24) Architect or Engineer _____ California Certificate No. _____
(for construction) Address _____
- (25) I hereby certify and agree that if a permit is issued for the construction described in this application, all the provisions of the permit and all laws and ordinances applicable thereto will be complied with. I further agree to save San Francisco and its officials and employees harmless from all costs and damages which may accrue from use or occupancy of the sidewalk, street or sub-sidewalk space or from anything else in connection with the work included in the permit. The foregoing covenant shall be binding upon the owner of said property, the applicant, their heirs, successors and assignees.
- (26) Owner FRIEDA S. KONYEN (Phone VA 6-5879)
Address 3632 - 26TH ST. APT. 4 S.F.

By _____ Address _____
 Owner's Authorized Agent to be Owner's Authorized Architect, Engineer or General Contractor.
CERTIFICATE OF FINAL COMPLETION AND/OR PERMIT OF OCCUPANCY MUST BE OBTAINED ON COMPLETION OF WORK OR ALTERATION INVOLVING AN ENLARGEMENT OF THE BUILDING OR A CHANGE OF OCCUPANCY PURSUANT TO SEC. 808 AND 809, SAN FRANCISCO BUILDING CODE, BEFORE BUILDING IS OCCUPIED.
 Pursuant to Sec. 304, San Francisco Building Code, the building permit shall be posted on job. Owner is responsible for approved plans and application being kept at building site.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED

19
63

due to the quality of the original.

due to the quality of the original.

D.P.H. Checklist
Office Copy
BLDG. FORM
No. 286642

3 APPLICATION OF
TRIEDA G. KOMYEN, Lessee
FOR PERMIT TO MAKE
ADDITIONS, ALTERATIONS OF REPAIRS
TO BUILDING

Location: 3632-26th St. #101X

SAN FRANCISCO
250

Total Cost \$ 17
SEP 11 1963

Filed SEPT 11 1963

APPROVED:

APPROVED
Dept. Public Works
MAR 24 1964

Supervisor, Bureau of Building Inspection

Permit No. 264943
MAR 24 1964

Issued

RECEIVED
CITY OF SAN FRANCISCO
Bureau of Engineering
BBJ Street Engineering
Boiler Inspector
Art Commission
Dept. of Public Health
Dept. of Electricity
Redevelopment Agency
Parking Authority

Approved 12-16-1963
Provided the following conditions are com-
plied with:

- VACATE & DISMANTLE
LIVING FACILITIES (APPT 1
& 2) on Ground Floor.
Ceiling not 8' above
Ground Floor - Windows
not legal.
- Provide 2 Fire Extinguishers
in Hall - 1 Each Floor
- Provide Fire Escape from
Top Floor or Stairway
At Rear of Building -
Submit detailed Plans
for Approval.

Building Inspector, Bureau of Building Inspection

I agree to comply with all conditions or stip-
ulations of the various Bureau or Departmental
noted herein.

TRIEDA G. KOMYEN
Owner or Direct Authorized Agent

1-24-64
Approved: FOR DPH
Notice of Violation

WILLIS D. SOX, M.D.
Department of Public Health

Approved: Department of Electricity

Approved: Art Commission

Approved: Boiler Inspector

Approved: Redevelopment Agency

Approved: Parking Authority

No portion of building or structure or scal-
folding used during construction to be
closer than 60' to any wire containing more
than 750 volts. See Sec. 885 California
Penal Code.

Approved: Zone R-3
CPC Setbacks

To legalize 4 D.U.
and 5 guest rooms

Bay 1-21-64
Department of City Planning

Approved: PROVIDE TWO
MEANS OF EGRESS FROM
EACH UNIT,

PROVIDE FIRE EXTING-
UISHERS

VACATE & DISMANTLE
APPT #1 & 2

V. D. Roush
Bureau of Fire Prevention & Public Safety
1-23-64

Approved: Civil Engineer, Bureau of Building Inspection

Approved: Bureau of Engineering

Frieda ^{10/11}
legalized 1963

building
as 4 apt &
5 guest rooms

OFFICIAL COPY



FORM 100 11-52

DEPARTMENT OF PUBLIC HEALTH

101 GROVE STREET
Telephone UNDERhill 1-4701
SAN FRANCISCO 2, CALIFORNIA

NOTICE

Frieda G. Konyan

August 5, 1963

3632 - 26th St.

The premises owned, controlled or occupied by you and located at 3632 - 26th Street

are in violation of the law, and you are hereby ordered to comply with the following requirements:

1. Vacate and dismantle the living facilities in the ground floor.
2. Obtain the required building permit to restore the building to its original use as a dwelling or submit plans and obtain permits to convert building to lawful multiple use.
3. Discontinue use of community kitchen top floor.
4. Disconnect and remove gas fired cooking appliances in all but original kitchen.
5. Remove and cap above gas lines at the source of supply.
6. Vent all approved gas fired appliances into approved flues.
7. Provide proper means of egress as required by the Bureau of Fire Prevention and Safety.
8. Obtain a Building Permit from Room 103, City Hall Annex, 450 Mc Allister, and make any additional repairs as required by the Bureau of Building Inspection.
9. Provide shut-off valves in gas supply lines where required.
10. Remove all electric cord wiring that is stapled to woodwork, walls, etc., and that which is extended through walls for fixture appliances and plug receptacles.
11. Upon completion of all required work you are to obtain a Certificate of Final Completion from the Bureau of Building Inspection.

due to the quality of the original.

Aug 1963
 Notice Violation
 +
 Settlement
 #3 #17
 #4 relate to
 TOP FLOOR

OFFICIAL COPY

SAN FRANCISCO

DEPARTMENT OF BUILDING INSPECTION

FORM 1238 11-52

Q

DEPARTMENT OF PUBLIC HEALTH

101 GROVE STREET
Telephone UNderhill 1-4701
SAN FRANCISCO 2, CALIFORNIA

Page 2

NOTICE

August 5, 1963

Frieda G. Konyen

3632 - 26th Street

The premises owned, controlled or occupied by you and located at 3632 - 26th St.

are in violation of the law, and you are hereby ordered to comply with the following requirements:

- 12. Provide lawful light and ventilation for all habitable rooms, toilets and baths.
- 13. Provide lawful ceiling height for all habitable rooms, toilets, baths and halls.
- 14. Provide sufficient number of public toilets and baths for guest rooms (Minimum of 1 toilet and 1 bath per sex, per floor.)

The above orders must be complied with within Thirty (30) days.

ELLIS D. SOX, M. D.

Director of Public Health

F. G. Reilly

Inspector

OFFICE HOURS — 8:00 TO 8:30 A.M., 4:00 TO 5:00 P.M.

due to the quality of the original.

Write in Ink—File Two Copies

CITY AND COUNTY OF SAN FRANCISCO

DEPARTMENT OF PUBLIC WORKS
BLDG. FORM

CENTRAL PERMIT BUREAU

3

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

OCTOBER 25 19 65

Application is hereby made to the Department of Public Works of San Francisco for permission to build in accordance with the plans and specifications submitted herewith and according to the description and for the purpose hereinafter set forth:

If the image of this document appears less sharp than this notice, it is due to the quality of the original.

- (1) Location 3632-26th Street S.F. 10 CAL.
- (2) Total Cost (\$) 150,000 (3) No. of Stories 3 (4) Basement or Cellar NO
- (5) Present Use of building APT. RENTAL (6) No. of families 3
- (7) Proposed Use of building APT. RENTAL (8) No. of families 4
- (9) Type of construction 5 (10) Proposed Building Code Classification R-1
- (11) Any other building on lot 1, 2, 3, 4, or 5 (must be shown on plot plan if answer is yes.)
- (12) Does this alteration create an additional story to the building? NO
- (13) Does this alteration create a horizontal extension to the building? NO
- (14) Does this alteration constitute a change of occupancy NO
- (15) Electrical work to be performed NO (16) Plumbing work to be performed NO
- (17) Automobile runway to be altered or installed NO
- (18) Sidewalk over sub-sidewalk space to be repaired or altered NO
- (19) Will street space be used during construction? NO
- (20) Write in description of all work to be performed under this application:
(Reference to plans is not sufficient)

WOULD LIKE TO ALTER WINDOW INTO A FIRE EXIT DOOR. BACK WOULD LIKE TO BUILD STAIRWAY FROM TOP FLOOR.
ANOTHER APPLICATION HAS BEEN FILED TO BRING BUILDING UP TO CODE.

- (21) Supervision of construction by _____ Address _____
- (22) General Contractor _____ California License No. _____
Address _____
- (23) Architect or Engineer (for design) _____ California Certificate No. _____
Address _____
- (24) Architect or Engineer (for construction) _____ California Certificate No. _____
Address _____
- (25) I hereby certify and agree that if a permit is issued for the construction described in this application, all the provisions of the permit and all laws and ordinances applicable thereto will be complied with. I further agree to save San Francisco and its officials and employees harmless from all costs and damages which may accrue from use or occupancy of the sidewalk, street or subsidewalk space or from anything else in connection with the work included in the permit. The foregoing covenant shall be binding upon the owner of said property, the applicant, their heirs, successors and assigns.
- (26) Owner Heidi J. Sawyer (Phone 496-5879)
Address 3632-26th Street S.F. 10 CAL.

By _____ Address _____
 Owner's Authorized Agent to be Owner's Authorized Architect, Engineer or General Contractor.
CERTIFICATE OF FINAL COMPLETION AND OR PERMIT OF OCCUPANCY MUST BE OBTAINED ON COMPLETION OF WORK OR ALTERATION INVOLVING AN ENLARGEMENT OF THE BUILDING OR A CHANGE OF OCCUPANCY PURSUANT TO SEC. 808 AND 809, SAN FRANCISCO BUILDING CODE, BEFORE BUILDING IS OCCUPIED.

Pursuant to Sec. 304, San Francisco Building Code, the building permit shall be posted on job. Owner is responsible for approved plans and application being kept at building site.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED.

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

If the image of this document appears less sharp than this notice, it is due to the quality of the original.

Added door to upper floor of kitchen + added Fire Escape
 10/25 1965

Approved:

Zone

CPC setbacks

REFER TO:

- Bureau of Engineering
- BBI Struct. Engineer
- Boiler Inspector
- Art Commission
- Dept. of Public Health
- Dept. of Electricity
- Redevelopment Agency
- Parking Authority

BLDG. FORM No. 321787

3 APPLICATION OF

Paul J. Schneider, Inc.
 FOR PERMIT TO MAKE
 ADDITIONS, ALTERATION or REPAIRS
 TO BUILDING

Approved _____ 19

Provided the following conditions are complied with:

Department of City Planning

Approved:

Department of Electricity

Approved:

Art Commission

Approved:

Bureau of Fire Prevention & Public Safety

Approved:

Boiler Inspector

Approved:

Redevelopment Agency

Approved:

Civil Engineer, Bureau of Building Inspection

Approved:

Parking Authority

No portion of building or structure or scaffolding used during construction to be closer than 6'0" to any wire containing more than 750 volts. See Sec. 385 California Penal Code.

Location 3632-26th Street

Total CANCELLED

Filed DEC 08 1965

APPROVED

CANCELLATION NOTICE MAILED BY NOV 12 1965

Superintendent, Bureau of Building Inspection

Permit No.

To Issued _____ 19

637-530 Building Code

Owner or Owner's Authorized Agent

APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS

3

Application is hereby made to the Department of Public Works of San Francisco for permission to build in accordance with the plans and specifications submitted herewith and according to the description and for the purpose hereinafter set forth:

- (1) Location 3632-26TH ST
- (2) Total Cost (\$) 2500 (3) No. of Stories 5 (4) Basement or Cellar NO
- (5) Present Use of building ARTIST'S STUDIO ROOMS (6) No. of families 9
- (7) Proposed Use of building SAME (8) No. of families 9
- (9) Type of construction 5 (10) Proposed Building Code Classification 18.1
- (11) Any other building on lot NO (must be shown on plot plan if answer is yes.)
- (12) Does this alteration create an additional story to the building? NO
- (13) Does this alteration create a horizontal extension to the building? NO
- (14) Does this alteration constitute a change of occupancy? NO
- (15) Electrical work to be performed NO (16) Plumbing work to be performed NO
- (17) Automobile runway to be altered or installed NO
- (18) Sidewalk over sub-sidewalk space to be repaired or altered NO
- (19) Will street space be used during construction? NO
- (20) Write in description of all work to be performed under this application:
(Reference to plans is not sufficient)

LEGALIZE BUILDINGS PER DEPT. PUBLIC HEALTH NOTICE.

- (21) Supervision of construction by _____ Address _____
- (22) General Contractor _____ California License No. _____
Address _____
- (23) Architect or Engineer _____ California Certificate No. _____
(for design) Address _____
- (24) Architect or Engineer _____ California Certificate No. _____
(for construction) Address _____
- (25) I hereby certify and agree that if a permit is issued for the construction described in this application, all the provisions of the permit and all laws and ordinances applicable thereto will be complied with. I further agree to save San Francisco and its officials and employees harmless from all costs and damages which may accrue from use or occupancy of the sidewalk, street or sub-sidewalk space or from anything else in connection with the work included in the permit. The foregoing covenant shall be binding upon the owner of said property, the applicant, their heirs, successors and assignees.
- (26) Owner FRIEDA G. KOEYEN (MILITARY WIFE) (Phone VAG-5879)
Address 3632-26TH ST. For contract by Bureau
- By Paul H. Schneider (HUSBAND) Address 3632-26TH ST.

Owner's Authorized Agent to be Owner's Authorized Architect, Engineer or General Contractor.
CERTIFICATE OF FINAL COMPLETION AND/OR PERMIT OF OCCUPANCY MUST BE OBTAINED ON COMPLETION OF WORK OR ALTERATION INVOLVING AN ENLARGEMENT OF THE BUILDING OR A CHANGE OF OCCUPANCY PURSUANT TO SEC. 808 AND 809, SAN FRANCISCO BUILDING CODE, BEFORE BUILDING IS OCCUPIED.

Pursuant to Sec. 304, San Francisco Building Code, the building permit shall be posted on job. Owner is responsible for approved plans and application being kept at building site.

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED.

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

4 Units + 5 Serv Rooms
No. # 288642
Approved: R-3
Zone
CPC Setbacks
FEB 29 1968
City Planning Department
FEB 29 1968
Department of City Planning

COMPLY WITH REQUIREMENTS
ON BLDG APPLIC. # 288642.
COMPLY WITH CURRENT BUILDING
INSPECTION REPORT.
Approved:
2-19-68
Bill Coey
Department of Public Health
Approved:
Department of Electricity
Approved:
Art Commission
Approved:
Boiler Inspector
Approved:
Redevelopment Agency
Approved:
Parking Authority
on of building or structure or scaf-
used during construction to be
in 6'0" to any wire containing more
volts. See Sec. 385 California
de.

REFER TO:
Bureau of Engineering
BBI Struct. Engineer
Boiler Inspector
Art Commission
Dept. of Public Health
Dept. of Electricity
Redevelopment Agency
Parking Authority

Approved 2-28-68
Provided the following conditions are com-
plied with:
Comply w/
ARTA redos
CHOR CRT

BLDG. FORM
3 APPLICATION OF

FOR PERMIT TO MAKE
ADDITIONAL ALTERATION or REPAIRS
TO BUILDING

Location 3652 20th St
Total Cost \$ 7.05

Filed NOV 5 1967

APPROVED:

I agree to comply with all conditions or stip-
ulations of the various Bureaus or Departments
noted herein.
Owner or Owner's Authorized Agent

1967
Still to legalize
Build



Building Inspection Report
PICKED UP BY DPH IN OCT 1960 AS ILLEGALLY
CONVERTED BLDG. OCCUPANCY NOT LEGALIZED

Location 3632 26th St.

File No. (6532/16)

The following items that are circled require correction in accordance with the San Francisco Housing Code and/or other applicable Codes and Ordinances:

REPAIR/replace broken sidewalk/paving at front/rear/side (as directed by Bureau of Engineering Inspection Report)

2. Remove all rubbish from yard/court/basement/cellar.
3. Raise foundation and replace deteriorated materials by approved method at _____ and/or lower grade _____
4. Install approved type floor/deck, yard drain at _____
5. Provide gas service shutoff in _____
6. Ratproof ground area in basement/cellar/under stairs _____
7. Eliminate rodent and/or cockroach infestation on premises _____
8. Fireproof space under stairs housing gas meters/_____ provide proper ventilation _____
9. Provide legal ventilation for furnace room/water heater space/garage/under floor area _____
10. Provide fireproof garage/rear yard to street passageway/basement-ceiling with approved fire rated materials _____
11. Repair/provide fireproofing in _____
12. Provide fire sprinkler system in garbage/linen chute, garbage/linen room, storage area in _____ plans required _____
13. Enclose stairs to basement/cellar with approved materials and self-closing doors _____ plans required _____
14. Eliminate paint/_____ storage in _____
15. Provide approved type flues for gas appliances in _____
16. Rebuild/repair front/rear stairway. Provide handrails _____
17. Replace all broken window glass. Repair sash and reputty. Check & repair hardware _____
18. Repair stucco/siding on _____ Renail and paint exterior/trim _____
19. Replace/repair roofing. Provide roof gutters for drainage and connect to sewer _____
20. Remove or rebuild roof deck. Replace defective chimney/flue caps PER CODE - TO REPAIR LUGS + _____
21. Repair/replace stair penthouse door and closer. Install railing around ventshaft _____
22. Provide stairway/scuttle hole from public hallway to roof in approved location _____
23. Provide approved means of ventilation for stairway/public halls/elevator shaft _____
24. Enclose interior stairway(s) in an approved manner or comply with Item 25 _____
25. Provide complete fire sprinkler system in all public halls, corridors, stairways per plan _____
26. Install approved type door closers on fire doors to basement/main stair enclosure _____
27. Provide stairway/fire escape for means of egress from EACH FLOOR - ALWAYS OUT _____ plans required _____
28. Provide corridor to fire escape at front/rear/side and install directional signs _____
29. Provide approved type ladder/stair from lowest fire escape balcony to ground _____
30. Provide approved type fire extinguishers in public halls at each floor and in Community Kitchen _____
31. Remove or raise all wires, ropes, etc. 8 feet above roof _____
32. Install approved type fire alarm system as directed. Close transom openings in public hall _____
33. Repair/replace loose and missing plaster in _____
34. Remove lot line windows, close opening in an approved manner (_____) (_____) wall _____
35. Install wet/dry standpipe as directed by Fire Dept. _____
36. Provide a bath and water closet within each apartment _____
37. Provide _____ additional baths on _____ floor(s) for each sex _____
38. Provide _____ additional water closet(s) on _____ floor(s) for each sex _____
39. Water-proof bath/water closet compartment floor(s) on _____ floors w/approved material(s) _____
40. Provide legal light and ventilation for PUBLIC HALLS, STAIRWAYS, ALL HABITABLE RAIL, BATHS & TOILETS _____
41. Remove torn, worn, insanitary floor covering in _____
42. Provide approved type heating facilities for each hotel room/dwelling unit _____
43. Water closet compartment opens into kitchen in _____ provide separation _____
44. Discontinue use and remove cooking facilities in illegal community kitchen on _____
45. Remove and cap gas lines for stove/heater in _____ at source of supply _____
46. Submit plan of each floor, showing correction of all items listed hereon _____
47. Clean/paper or paint walls and ceilings in _____
48. Replace missing/deteriorated garbage receptacles, provide tight-fitting covers _____
49. Remove cord wiring and install one plug receptacle in each room and 2 in the kitchen(s) _____
50. Remove and replace deteriorated/substandard _____
51. Fireproof public halls and soffit of stairs with approved 1 hour fire resistive material _____ details required _____
52. Fireproof entire building with approved 1 hour fire resistive materials _____ plans required _____
53. Provide 1 hour fire separation between business use and residential use _____
54. Remove closet under stairs at _____ or close in approved manner _____
55. Repair/provide retaining wall at _____ plans required _____
56. Provide and maintain _____ for use of street parking spaces, install driveway PER ZONING ORDINANCE _____
57. Replace insanitary wood drainboards in kitchens on _____
58. Remove all non-conforming partitions and/or construction in _____
59. Applicability of item(s) 10 | | | | depends upon date of conversion. Submit proof of earliest date of conversion-affidavits attached. (Submit with building permit application).
60. Item(s) 52 | 51 | 24 | 25 | | | | | | do not apply if structure is reverted to its original/last-legal use as an apartment/hotel/dwelling with _____ units/rooms.
61. NO SLEEPING WHERE GAS CONVEYING UNIT IN SAME ROOM. PROVIDE ELECTRIC STOVE OR PARTITION ROOM (KITCHEN) OFF PROVIDE VENTILATION _____
62. _____
63. BLDG APPLIC. "TO RETURN TO ORIG. SINGLE FAMILY USE OR TO LEGALIZE AS 4 APTS + 5 GUEST ROOMS PLUS COMM. KITCHEN."

Please contact the Inspector who prepared this report if you have any questions concerning the required work and obtain

12/15/67

OFFICIAL COPY



DEPARTMENT OF PUBLIC WORKS

361630

3632-76th St

Request for Appeal to Board of Permit Appeals.

TO: Superintendent, Bureau of Building Inspection

() I hereby wish to appeal from disapproval of (Bureau of Building Inspection)-(Department of Public Health)-(Fire Prevention Bureau)-(Department of City Planning)

NOTE: Cross out departments not involved.

(✓) I hereby wish to appeal from the following stipulations by:

BBI # 8' CEILING HEIGHT IN BASEMENT is 7'2"

DPH # ELIMINATION OF COMMUNITY KITCHEN

FPB # WOODEN STAIRWAY FROM 3rd to 2nd FLOOR

DCP # FIRE PROOF ENTIRE BLDG.

I hereby agree to comply with all stipulations not listed above.

Paul H. Schneider

Owner or Owner's Authorized Agent

cc: Applicant
B.P.A.
File

(FEB 1969)
Appeal to
Keep Apt 1 + 2
ceiling
height
+ to
Keep community
Kitchen
Allowed to keep

OFFICIAL COPY



BOARD OF PERMIT APPEALS
CITY AND COUNTY OF SAN FRANCISCO

P. H. SCHNEIDER,
Appellant

Vs.

S. F. DEPT. OF PUBLIC WORKS,
Respondent

No. 5166

NOTICE OF DECISION AND ORDER

To: Paul H. Schneider

3632 - 26th Street, San Francisco, California

(Address)

Appellant, and San Francisco Department of Public Works

(Here insert name and title of public officer or Board from whom the appeal was taken)

NOTICE IS HEREBY GIVEN that the appeal of P. H. Schneider
(Here insert name of appellant)

_____, the appellant above named, from the order of

San Francisco Department of Public Works denying the
(Here insert name and title of the officer or department)

application of the appellant above named for a permit to alter a

building at 3632 - 26th Street

(Here insert the general nature of the application and the location of the premises)
came on regularly for hearing before the Board of Permit Appeals of the City and

County of San Francisco on February 17, 1969
(Here insert dates of hearings)

and the said order was overruled by the said Board of Permit Appeals on

February 17, 1969
(Here insert date of action)

OFFICIAL COPY



Pursuant to Section 39 of the Charter of the City and County of San Francisco, Part III, Article I, Section 14 of the Municipal Code of said City and County and the action above stated, the Board of Permit Appeals hereby orders that the said permit be granted and San Francisco Dept. of Public Works (Here insert name and title of the

_____ is (or "are") hereby ordered and directed office or department)

to grant and issue the said permit, with the following stipulation:

STIPULATION: One sprinkler head to be provided in community kitchen on top floor.

Ceiling height requirement waived.

Dated:

February 17, 1969

BOARD OF PERMIT APPEALS

OF THE CITY AND COUNTY OF

SAN FRANCISCO

By: John J. Crowley
President

Charles J. Higgins
Executive Secretary

APPEAL 5166

(SEAL)

FEB 25 1969

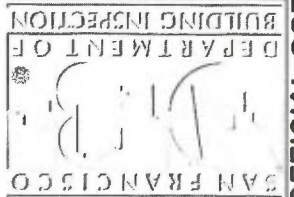
Date _____

Supervisor
Central Permit Bureau

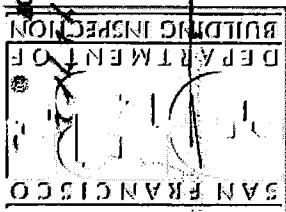
In view of the Board of Permit Appeals' decision, # 5166
Date 2-17-69, the Bureau of Building Inspection
withdraws its objection to the issuance of a building permit
for Application No. 361630, filed 2-13-68.

Alfred Goldberg (Date)

Alfred Goldberg, Superintendent
Bureau of Building Inspection



OFFICIAL COPY



BDDC FORM
3 APPLICATION OF

No. 12-13-63

FOR PERMIT TO MAKE
ADDITIONS, ALTERATIONS OR REPAIRS
TO BUILDING

3032 - 26th St

Location 3032 - 26th St

N. Div. of S. San Francisco

120' x 100' of S. San Francisco

Total Cost \$ 2,500.00

Filed 12-13-63

APPROVED: *Charles...*

CHAMBERLAIN

Hold on 12/16/63

will print #1

4-27-63

Superintendent, Bureau of Building Inspection

Permit No. _____

Issued _____ 19

REFER TO:

- Bureau of Engineering
- BBI Struct. Engineer
- Boiler Inspector
- Art Commission
- Dept. of Public Health
- Dept. of Electricity
- Redevelopment Agency
- Parking Authority

Approved 12-13-1963

Provided the following conditions are complied with:

See Application # 288642
to bridge building

12-13-63

for maintenance only

D.

Approved: *Charles...* Department of Public Health

Approved: _____

Department of Electricity

Approved: _____

Art Commission

Approved: _____

Boiler Inspector

Approved: _____

Redevelopment Agency

Approved: _____

Parking Authority

No portion of building or structure or scaffolding used during CONSTRUCTION to be closer than 6'0" to any wire containing more than 750 volts. See Sec. 383 California Penal Code.

Zone
To exercise this application, the zoning classification has been determined by the Planning Commission. The applicant or proponent use as stated in this application.
Approved for length (April 1964)
Approved for maintenance only

DEC 16 1963

Department of City Planning

Approved: _____

Bureau of Fire Prevention & Public Safety

Approved: _____

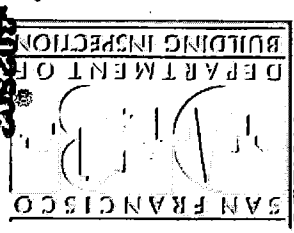
Bureau of Building Inspection

Approved: _____

Bureau of Engineering

Building Inspector, Bureau of Building Inspection
I agree to comply with all conditions of stipulations of the various Bureaus or Departments noted herein.
Owner or Owner's Authorized Agent

Charles...



REC'D FROM
3 APPLICATION OF
MADSEN

Mrs. FLEIDA S. LEVYEN
FOR PERMIT TO MAKE
ADDITIONAL ALTERATIONS OR REPAIRS
TO BUILDING

Location 3633 26TH ST.

Inspection #

Date JUL 22 1964

APPROVED:

OK to proceed

Large handwritten checkmark

Superintendent, Bureau of Building Inspection
C. ZUWALT

Permit No.

Issued

Remarks on work

RECEIVED
DEPT. OF PUBLIC WORKS

- Bureau of Engineering Services
- BBI Street Department
- Boiler Inspection
- Art Commission
- Dept. of Public Health
- Dept. of Electricity
- Redevelopment Agency
- Parking Authority
- D/S Approver

7-27-1964

1. Apartment No 1 & 2
As Station on Application
258642 Donor Have
Request 8 Foot clear
Ceiling Height Above
Floor. All Do not have
Required Bathroom

8-7-64

DIS 1. Indebtedness Court No
Approved: T. J. ...
3. ...
4. ...

WILLIS D. SOX, M.D.
Department of Public Health

Department of Electricity

ART Commission

Public Inspector

Redevelopment Agency

Testing Authority
No portion of building or structure or scaffolding used during construction to be more than 60' to any wire containing more than 750 volts. See Sec. 885 California Penal Code.

This does not constitute approval or disapproval of use or occupancy
Approved:

Zone

Approved only if planning conditions and restrictions of previous applications

Robert G. ...
Aug 4 1964
Department of City Planning

DIS Approved: PDS # 1 & 2
ARCH REQUIRED
CEILING HEIGHT

Approved: ...
Bureau of Fire Prevention & Public Safety

Civil Engineer, Bureau of Building Inspection

Approved:

Bureau of Engineering

I agree to comply with all conditions or stipulations of this various Bureau or Departmental code herein.
Owner or Owner's Authorized Agent



San Francisco Department of Public Works

BUREAU OF BUILDING INSPECTION

BUILDING INSPECTION REPORT

Location

File No

The following items that are circled require correction in accordance with the San Francisco Housing Code and/or other applicable Codes and Ordinances:

1. Repair/replace broken sidewalk/paving at front/rear side (as directed by Bureau of Engineering Inspection Report)
2. Remove all rubbish from yard/court/basement/cellar
3. Raise foundation and replace deteriorated materials by approved method at end/or lower grade
4. Install approved type floor/deck/yard drain at
5. Provide gas service shutoff in
6. Ratproof ground area in basement/cellar/under stairs
7. Eliminate rodent and/or cockroach infestation on premises
8. Fireproof space under stairs housing gas meters/ provide proper ventilation
9. Provide legal ventilation for furnace room/water heater space/garage/under floor area
10. Provide fireproof garage/rear yard to street passageway/basement-ceiling with approved fire rated materials
11. Repair/provide fireproofing in
12. Provide fire sprinkler system in garbage/linen chute, garbage/linen room, storage area in plans required
13. Enclose stairs to basement/cellar with approved materials and self-closing doors plans required
14. Eliminate paint/ storage in
15. Provide approved type flues for gas appliances in
16. Rebuild/repair front/rear stairway. Provide handrails.
17. Replace all broken window glass. Repair sash and reputty. Check & repair hardware
18. Repair stucco/siding on. Renail and paint exterior/trim
19. Replace/repair roofing. Provide roof gutters for drainage and connect to sewer.
20. Remove/rebuild roof-deck. Replace defective chimney/flue caps
21. Repair/replace stair penthouse door and closer. Install railing around ventshaft.
22. Provide stairway/scuttle hole from public hallway to roof in approved location
23. Provide approved means of ventilation for stairway/public halls/elevator shaft.
24. Enclose interior stairway(s) in an approved manner or comply with item 25.
25. Provide complete fire sprinkler system in all public halls, corridors, stairways per plan
26. Install approved type door closers on fire doors to basement/main stair enclosure
27. Provide stairway/fire escape for means of egress from plans required
28. Provide corridor to fire escape at front/rear/side and install directional signs
29. Provide approved type ladder/stair from lowest fire escape balcony to ground
30. Provide approved type fire extinguishers in public halls at each floor and in
31. Remove or raise all wires, ropes, etc. 8 feet above roof
32. Install approved type fire alarm system as directed. Close transom openings in public hall
33. Repair/replace loose and missing plaster in
34. Remove lot line windows, close opening in an approved manner () () walk
35. Install wet/dry standpipe as directed by Fire Dept.
36. Provide a bath and water closet within each apartment
37. Provide additional baths on floor(s) for each sex
38. Provide additional water closet(s) on floor(s) for each sex
39. Water-proof bath/water closet compartment floor(s) on floors w/approved material(s)
40. Provide legal light and ventilation for
41. Remove torn, worn, insanitary floor covering in
42. Provide approved type heating facilities for each hotel room/dwelling unit
43. Water closet compartment opens into kitchen in provide separation
44. Discontinue use and remove cooking facilities in illegal community kitchen on
45. Remove and cap gas lines for stove/heater in at source of supply.
46. Submit plan of each floor, showing correction of all items listed herein
47. Clean/paper or paint walls and ceilings in
48. Replace missing/deteriorated garbage receptacles, provide tight-fitting covers
49. Remove cord wiring and install one plug receptacle in each room and 2 in the kitchen(s)
50. Remove and replace deteriorated/substandard
51. Fireproof public halls and soffit of stairs with approved 1 hour fire resistive materials details required
52. Fireproof entire building with approved 1 hour fire resistive materials. plans required
53. Provide 1 hour fire separation between business use and residential use
54. Remove closet under stairs at or close in approved manner
55. Repair/provide retaining wall at plans required
56. Provide and maintain ~~adequate~~ ~~usable~~ ~~off-street~~ ~~parking~~ ~~spaces~~, ~~install~~ ~~driveway~~ ~~for~~ ~~each~~ ~~unit~~
57. Replace insanitary wood drainboards in kitchens on
58. Remove all non-conforming partitions and/or construction in
59. Applicability of item(s) 0 | | | | depends upon date of conversion. Submit proof of earliest date of conversion-affidavits attached. (Submit with building permit application).
60. Item(s) 52, 51, 24, 25 | | | | do not apply if structure is reverted to its original/last legal use as an apartment/hotel/dwelling with units/rooms.
61. NO SLEEPING WHERE GAS COOKING UNIT IN SAME ROOM. PROVIDE ELECTRIC STOVE OR LEGAL MEANS OF PROVIDING VENTILATION
62. ~~REPAIR/REPLACE~~
63. BLDG APPLIC. TO RETURN TO ORIGINAL SINGLE FAMILY USE OR TO LEGAL USE AS OF APR 1 1968 MUST BE IN ACCORDANCE WITH "RECORDS"

Please contact the Inspector who prepared this report if you have any questions concerning the required work and obtain required permits:

Building Plumbing Electrical

Date 12-15-68

Inspector BILL COEY

See attached Inspection Report _____ Electrical _____ Plumbing

OFFICIAL COPY

SAN FRANCISCO

CENTRAL PERMIT BUREAU F436

FORM 10-64

Write in Ink—File Two Copies

DEPARTMENT OF BUILDING INSPECTION

DEPARTMENT OF PUBLIC WORKS BLDG. FORM

CITY AND COUNTY OF SAN FRANCISCO

CENTRAL PERMIT BUREAU

APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS

3

SEPT. 13TH 1968

Application is hereby made to the Department of Public Works of San Francisco for permission to build in accordance with the plans and specifications submitted herewith and according to the description and for the purpose hereinafter set forth:

- (1) Location 3632 - 26TH ST
- (2) Total Cost (\$) UNKN. THRU \$1000 (3) No. of Stories 3 (4) Basement or Cellar NO
- (5) Present Use of building HABS & 5 GUEST ROOMS (6) No. of families 4
- (7) Proposed Use of building SAME (8) No. of families 4
- (9) Type of construction 5-N (10) Proposed Building Code Classification 18-1
- (11) Any other building on lot NO (must be shown on plot plan if answer is yes.)
- (12) Does this alteration create an additional story to the building? NO
- (13) Does this alteration create a horizontal extension to the building? NO
- (14) Does this alteration constitute a change of occupancy NO (LEGALIZATION)
- (15) Electrical work to be performed YES (16) Plumbing work to be performed YES
- (17) Automobile runway to be altered or installed NO
- (18) Sidewalk over sub-sidewalk space to be repaired or altered NO
- (19) Will street space be used during construction? NO
- (20) Write in description of all work to be performed under this application:
(Reference to plans is not sufficient)

APPROVAL OF THIS APPLICATION DOES NOT CONSTITUTE AN APPROVAL FOR THE ELECTRICAL WIRING OR PLUMBING INSTALLATIONS. A SEPARATE PERMIT FOR THE WIRING AND PLUMBING MUST BE OBTAINED.

TO COMPLY WITH DAHI BLDG. INSP. REPORT - DATED - 12-15-67.

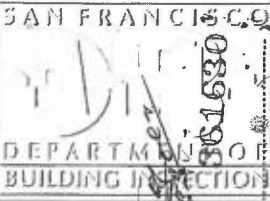
- (21) Supervision of construction by TOM COLLINS Address 65 - 6TH AVE
- (22) General Contractor TOM COLLINS California License No. C-36-210160
Address 65 - 6TH ST. AVE.
- (23) Architect or Engineer OWNER & ABOVE California Certificate No. _____
(for design) Address 3632 - 26TH ST.
- (24) Architect or Engineer OWNER & ABOVE California Certificate No. _____
(for construction) Address 3632 - 26TH ST.
- (25) I hereby certify and agree that if a permit is issued for the construction described in this application, all the provisions of the permit and all laws and ordinances applicable thereto will be complied with. I further agree to save San Francisco and its officials and employees harmless from all costs and damages which may accrue from use or occupancy of the sidewalk, street or subsidewalk space or from anything else in connection with the work included in the permit. The foregoing covenant shall be binding upon the owner of said property, the applicant, their heirs, successors and assignees.
- (26) Owner Paul A. Schneider (Phone: 826-5879)
Address 3632 - 26TH ST. #4
For contract by Bureau
- By Tom Collins Address 65 - 6 AVE.

THIS IS NOT A BUILDING PERMIT. NO WORK SHALL BE STARTED UNTIL A BUILDING PERMIT IS ISSUED.

Owner's Authorized Agent to be Owner's Authorized Architect, Engineer or General Contractor. CERTIFICATE OF FINAL COMPLETION AND/OR PERMIT OF OCCUPANCY MUST BE OBTAINED ON COMPLETION OF WORK OR ALTERATION INVOLVING AN ENLARGEMENT OF THE BUILDING OR A CHANGE OF OCCUPANCY PURSUANT TO SEC. 808 AND 809, SAN FRANCISCO BUILDING CODE, BEFORE BUILDING IS OCCUPIED.

Pursuant to Sec. 304, San Francisco Building Code, the building permit shall be posted on job. Owner is responsible for approved plans and application being kept at building site.

Finisky
Legality 1968
how? .



Office Cap...
BLDG. FORM No. 361680
AS 5/1/68

APPLICATION OF

FOR PERMIT TO MAKE
ADDITIONS, ALTERATION or REPAIRS
TO BUILDING

Location... 3632 - 26 St

Total Cost \$ 100,000.00

Filed 9-13 1968

APPROVED:
Bureau of Building Inspection
Permit Appeals Division
No. 5166 Date 2-2-69

Alfred Goldberg
Superintendent, Bureau of Building Inspection
Permit No. 329376

Issued 19

REFER TO:

- Bureau of Engineering
- BEI Struct. Engineer
- Boiler Inspector
- Art Commission
- Dept. of Public Health
- Dept. of Electricity
- Redevelopment Agency
- Parking Authority

Approved: [Signature] 10/2/68

Provided the following conditions are complied with:

1. Provide 8' wide metal stairs to wood deck
2. Provide 8' wide metal stairs to wood deck
3. Provide 8' wide metal stairs to wood deck

[Signature]
Building Inspector, Bureau of Building Inspection

I agree to comply with all conditions or stipulations of the various Bureaus or Departments noted hereon.

[Signature]
Owner or Owner's Authorized Agent

Metal Fire Escape installed!

Approved: Comply with DAH
Bed 9. Supp. Report dated 12-15-67.
DELINQUENT COMMUNITY KITCHEN,
per Sec. 1001a, Housing Code.
9-18-68 Bill COEY
DAH Department of Public Health

Approved:

Department of Electricity

Approved:

Art Commission

Approved:

Boiler Inspector

Approved:

Redevelopment Agency

Approved:

Parking Authority

No portion of building or structure or scaffolding used during construction to be closer than 6'0" to any wire containing more than 750 volts. See Sec. 385 California Penal Code.

Approved: R-3

Zone R-3

CPC Setbacks -

4 Unit + 5 guest
Rooms per DPH

OCT 7 1968 [Signature]

Department of City Planning

Approved:

A1
no
B2

Bureau of Fire Prevention & Public Safety

Approved:

Civil Engineer, Bureau of Building Inspection

Approved:

Bureau of Engineering

OFFICIAL COPY



HOLD SLIP

Please note date & names of all persons notified during processing.

324 679

Dept. or Bureau Date Reason
 DCP 1/18/66 Reason
 Plot plan, size, lot
 Bldg - location / deck
 Notified OWNER Dr. Valle
 BBI PI/Chk. _____ Reason
 or Insp. _____ Reason

Notified Mr. _____
 FirePrev. _____ Reason

Notified Mr. _____
 Bur. Eng. _____ Reason

Notified Mr. _____
 DPH _____ Reason

Notified Mr. _____
 BBI Eng. _____ Reason

Notified Mr. _____

This slip to be attached to office copy of application and retained thereon.
 DO NOT WRITE NOTES ON APPLICATION

OFFICIAL COPY



SPECIAL INSPECTION

App. # 157477

AFFIDAVIT

Location Herkules Park

In accordance with Section 701.G of the San Francisco Building Code, the types of work listed below to be done under this permit must be inspected by a special inspector. The special inspection is required in addition to the regular called inspections by the district building inspector.

Excavation work

The special inspector shall be a qualified person, a certified testing agency, or a certified inspection agency approved by the superintendent, or a certificated architect, or registered engineer.

The special inspector shall continuously inspect the construction or work requiring his employment during the time such construction or work is in progress. Where the above classes of work are supervised by a certificated architect or registered engineer, the responsibility of inspection will be that of the architect or engineer and the special inspection service will be as required by such architect or engineer.

He shall report to the superintendent in writing the progress of such work, noting all code violations, and other information as required, and shall furnish the superintendent with copies of test reports relating to the phase of construction for which the special inspector is employed.

*** Mr. _____ Architect License # _____
Engineer
Address _____ Phone # _____

will be engaged for the purpose of special inspection for the work on this project.

As each phase of work requiring special inspection is completed, a report shall be submitted to the Bureau of Bldg. Insp. within 10 days.

Failure to comply will necessitate stopping work until reports of special inspection are submitted and accepted.

Attach 1 copy to each permit application.

Signed Donald H. Russell
Owner or Owner's Authorized Agent

*** in cases where the inspection agency or special inspector has not as yet been engaged or selected, it is understood that the name of the agency or inspector will be furnished prior to the start of that phase of the work requiring special inspection.

For special inspection of grading, special inspector must be designated prior to issuance of permit.

Room 6

RENTAL AGREEMENT

Dated

Owners, and

Tenants agree to rent this dwelling on a month-to-month basis for \$ 360 per month, payable in advance on the _____ day of every calendar month to Owners or to their Agent, Rent is paid on or before the due date. Tenants may pay in cash or money order.

I RESERVE THE RIGHT TO GIVE YOU 30 DAY NOTICE.
The first month's rent for this dwelling is \$ _____ *R.H.V.*

The security/cleaning deposit on this dwelling is \$ _____ It is refundable ONLY if Tenants give 30 days' notice before they move AND if they leave the dwelling reasonably clean and undamaged.

A deposit of \$ _____ for _____ keys will be refunded after the keys have been returned.

Owners will refund all deposits within 14 days after Tenants have moved out completely.

Only the following persons (NO PETS) are to live in this dwelling:

Tenants agree to the following:

1. ABSOLUTELY no overnight guests allowed;
2. Be advised that heavy drinking, smoking or drugs will not be tolerated;
3. No private refrigerator or microwave please;
4. The use of the kitchen is a privilege and can be revoked if you don't clean up after yourself, such as dishes and garbage;
5. The shower must be cleaned and hair removed after each use;
6. Please provide your own two-ply toilet paper;
7. Please note and write your comments on paper: the condition of carpet spots or mattress stains. You will be held financially responsible for any damage to such;
8. To show and inspect Tenants' room with prior notice;
9. To help maintain a high standard of privacy, cleanliness and quiet surroundings so as not to disturb Owners and other Tenants;
10. Please do not park on the sidewalk of Owners' driveway.

Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the State Code, and Tenants shall be liable for court costs and reasonable Attorney's Fees involved.

Each Tenant hereby acknowledges that he/she has read this Agreement, understands it, agrees to it, and has been given a copy.

OWNER *David J. Schue, Jr.*

TENANT *L #10*

BY _____

TENANT *Robert J. Hilda 9/8/90*

WELLS FARGO BANK

11-24/276
1210(8)

16TH & MISSION OFFICE 3027 16TH STREET SAN FRANCISCO, CA 94103

179

PAY TO THE ORDER OF

Sept 1 19 90
Frieda Schneider \$ 360.00
Three Hundred and Sixty and 00/100 DOLLARS

ROBERT L. VITCHA
P.O. BOX 3633
SAN FRANCISCO, CA 94119

MEMO

3632-26 #10 RENT TO 10/11

Robert L. Vitcha

⑆ 121000248⑆ 179 0276 345485⑆

⑆0000036000⑆

©1986 WFB.N.A. SAFETY

WELLS FARGO BANK

11-24/276
1210(8)

16TH & MISSION OFFICE 3027 16TH STREET SAN FRANCISCO, CA 94103

180

PAY TO THE ORDER OF

Sept 1 19 90
Frieda Schneider \$ 360.00
Three Hundred and Sixty and 00/100 DOLLARS

ROBERT L. VITCHA
P.O. BOX 3633
SAN FRANCISCO, CA 94119

MEMO

3632-26 RENT 10 MONTHS LAST

Robert L. Vitcha

⑆ 121000248⑆ 180 0276 345485⑆

⑆0000036000⑆

©1986 WFB.N.A. SAFETY

WELLS FARGO BANK

11-24/276
1210(8)

16TH & MISSION OFFICE 3027 16TH STREET SAN FRANCISCO, CA 94103

178

PAY TO THE ORDER OF

Aug. 15 19 90
Frieda Schneider \$ 150.00
ONE Hundred and Fifty and 00/100 DOLLARS

ROBERT L. VITCHA
P.O. BOX 3633
SAN FRANCISCO, CA 94119

MEMO

3632 20th Security RENT Deposit

Robert L. Vitcha

⑆ 121000248⑆ 178 0276 345485⑆

⑆0000015000⑆

©1986 WFB.N.A. SAFETY

RECEIVED 150.00 FROM

MR. ROBERT L. VITENA

FOR DEPOSIT OF
ROOM # 10.

1st + LAST MONTH

DUE ON SEPT 1st.

Andr. J. Schneider
8241 9641.

moved

RENTAL AGREEMENT AND/OR LEASE - SAN FRANCISCO

OWNER/Lessor/Agent: Christina Marie Bradley
 Tenant(s)/Lessee: ORIAN ULRICH
 Tenant(s)/Lessee: only one tenant allowed
 Premises Address: 3632-26th St. Unit Number: Room 7
 City: San Francisco State: CA Zip: 94110
 Monthly Rental Rate: \$ 1300⁰⁰ This Agreement shall commence on 02/24/16, and continue: (check one below)
 Rental Due Date: 1st of month A Month-to-month thereafter
 Security Deposit: \$ 1300⁰⁰ B 1 YR, after which it shall change from a "Term of Years" lease
 Late Charge: \$ 30⁰⁰ to a Month-to-Month tenancy. If Tenant should move from premises prior to the above date, Tenant
 Parking Space: N/A shall be liable for all the rent due until such time as the Premises is occupied by a OWNER-approved
 Storage Space: (Suitcase only) (Small box) resident or the expiration of the above date, whichever is shorter.

*FIRST MONTHS RENT STARTS ON MARCH 04 2016
AMOUNT FOR 1ST M/O 1174.04

1. INTRODUCTION: This rental Agreement and Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. OWNER / Lessor / Agent shall be referred to collectively or individually as "OWNER" and Tenant(s)/Lessee(s) shall be referred to collectively or individually as "RESIDENT." As consideration for this Agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the Premises listed above (which, hereafter, either individually or along with all common areas and appurtenant structures or areas shall hereafter be referred to as the "Premises"). RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable material breach of this Agreement. RESIDENT hereby agrees to complete an updated application, including a census as to the occupants in the unit, upon seven days' request of OWNER. This Agreement is between OWNER and each named adult RESIDENT, and each such RESIDENT shall be jointly and severally liable for each and every obligation contained herein.

2. RENT: Rent and any other charges or fees are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all Rent payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the first month's rent of \$ 1300⁰⁰, and a Security Deposit of \$ 1300⁰⁰, for a total payment of \$ 2600⁰⁰, collected with the execution of this Agreement. All Rent payments are to be made payable to: received in full 2/24/16 and mailed or delivered to rent box in hallway and mailed or delivered to CHRISTINA MARIE BRADLEY California, 94110 Telephone Number 415/710-9616 who is usually available on the following days: M-SUN during the following hours: 9-5. In the event of multiple tenants, RESIDENT understands and agrees that rent shall be paid with a single payment and that only one payment shall be submitted to OWNER, which payment shall be from at least one named RESIDENT. OWNER may refuse any payment from any non-RESIDENT, or, at OWNER'S sole discretion, may elect to accept such non-RESIDENT'S payment. However, any such acceptance by OWNER shall not be deemed a waiver of OWNER'S right to refuse any such subsequent payment, nor shall acceptance create any tenancy or other right of occupancy in favor of the non-RESIDENT. RESIDENT understands and agrees that Rent paid after the due date, or paid by dishonored check, shall be considered a Rent Default, and that three or more Rent Defaults in any 12 month period shall constitute a non-curable lease breach, and conclusive evidence of habitual late rent payments, and shall constitute grounds for termination of the tenancy for good and just cause, at any point during the tenancy.

3. LATE CHARGES and RETURNED CHECKS: RESIDENT acknowledges that OWNER will incur certain administrative and related costs in connection with a late Rent payment or dishonored Rent check, and that the amount of such costs are extremely difficult or impractical to ascertain. Therefore, the Parties agree that, if RESIDENT fails to pay the rent in full by the end of the 3rd day after it is due, RESIDENT shall pay a late charge of \$ 30⁰⁰ (not to exceed 4% of unpaid rent amount), and the Parties agree that this amount is reasonable for such administrative costs. RESIDENT further agrees that such administrative costs are deemed additional Rent. If Owner elects to accept Rent after the tenth day after it is due, payment in a form other than by personal check may be required. No acceptance of late rent by OWNER, at any point, shall constitute a waiver of the right to insist on full payment of Rent on the day it is due, and OWNER may serve RESIDENT with a three day notice to pay rent or quit at any time after a rent payment becomes due and is unpaid. In the event RESIDENT's check is dishonored by the bank for any reason, RESIDENT shall pay a returned check charge of \$ 30⁰⁰ as additional Rent. The same late charge stated above will be imposed as additional Rent if the returned check causes the Rent to be late. In the event of a returned check, OWNER may require future payments to be in a form other than a

 OU CMB

personal check.

RESIDENT'S Initials: _____

CM

4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this Agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated, less any amount necessary to compensate OWNER for the following expenses: (a) any unpaid Rent, (b) cleaning costs, (c) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and (d) any other amount legally allowable under the terms of this Agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days' written notice by an amount proportionately equal to any future increases in rent. If any portion of the Security Deposit is applied by Owner to any obligations of RESIDENT at any time during the tenancy, RESIDENT must, upon 5 days written notice, reinstate the Security Deposit to its full original amount. Security deposit may not be used as last month's rent.

If required by law, RESIDENT shall receive interest on the security deposit, payable on the lease anniversary date. Interest rate shall be based on the schedule provided by the applicable law mandating such payment.

5. UTILITIES AND INTERRUPTION OF SERVICES:

RESIDENT agrees to timely pay for all utilities and/or services based upon occupancy of the premises except for the following utilities

Water Garbage Electrical PAID BY OWNER

Pursuant to Civil Code Section 1940.9(a), If the OWNER does not provide separate gas and electric meters for each tenant's dwelling unit so that each tenant's meter measures only the electric or gas service to that tenant's dwelling unit and the OWNER or his or her agent has knowledge that gas or electric service provided through a tenant's meter serves an area outside the tenant's dwelling unit, the OWNER, prior to the inception of the tenancy or upon discovery, shall explicitly disclose that condition to the tenant and shall do either of the following:

- (1) Execute a mutual written agreement with the tenant for payment by the tenant of the cost of the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit.
- (2) Make other arrangements, as are mutually agreed in writing, for payment for the gas or electric service provided through the tenant's meter to serve areas outside the tenant's dwelling unit. These arrangements may include, but are not limited to, the OWNER becoming the customer of record for the tenant's meter, or the OWNER separately metering and becoming the customer of record for the area outside the tenant's dwelling unit.

OWNER is neither in breach of this Agreement nor liable for damages where utilities or services are interrupted or reduced for reasons that are outside of OWNER'S control.

6. OCCUPANTS: Only those occupants whose names appear in this Agreement, and who take possession by this Agreement, are RESIDENTS and "original tenants" of the Premises. If other occupants take possession of the property, they do not become approved subtenants absent express approval from OWNER, and they are not in privity with OWNER. *NO OVERNIGHT GUEST ALLOWED*
During any 12-month period, occupancy or overnight stay by any one non-RESIDENT for more than 14 days total, or by any combination of non-RESIDENTS for more than 28 days total, without the OWNER'S written consent, shall be considered a material breach of this Agreement. *Forced*

7. PETS AND FURNISHINGS: **Pets** – Other than service animals permitted or required by law, no animal (e.g., fowl, fish, reptile, and/or pet of any kind) shall be kept on or about the Premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option, upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such animal if another amount is not stated in this Agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$_____ (not to exceed) shall be required along with the signing of a "PET AGREEMENT ADDENDUM", which OWNER will supply. This provision shall not apply in the case of an individual with a disability who has the right to be accompanied by a guide dog, signal dog, or service dog, especially trained for the purpose. However, the individual shall be liable for any damage done to the premises or facilities by his or her dog.

Generally, no liquid filled furniture of any kind may be kept on the premises. However, if the certificate of occupancy was issued after January 1, 1973, RESIDENT may possess a waterbed if they maintain waterbed insurance to insure against property damage of \$100,000.00 or more. RESIDENT must provide OWNER with proof of the insurance before RESIDENT furnishes with a waterbed. RESIDENT must comply with all provisions of California Civil Code, section 1940.5, governing the possession of waterbeds.

RESIDENT shall not keep any of the following on or about the Premises: highly combustible materials, any receptacle containing more than ten gallons of liquid or other items that may cause a hazard or affect insurance rates. RESIDENT may possess items of unusual weight or dimension (e.g., a piano), only if RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by possessing or using said items.

NO PETS

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DM



8. PARKING and STORAGE:

If and when RESIDENT is assigned a parking space on OWNER's property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT's "Application to Rent/Lease" or listed here (model/make/color):

N/A

RESIDENT may not wash, repair, or paint in this parking space or at any other areas on the Premises. RESIDENT may not assign, sublet, or allow RESIDENT's guest(s) to use this or any other parking space. RESIDENT is responsible for oil leaks and other vehicle discharges, and RESIDENT shall be charged for cleaning or other remedial measures, if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space. If parking is in tandem, RESIDENT shall cooperate with others as reasonably necessary to insure a mutually acceptable shared parking situation.

Parking is is not included. If an assigned parking space, it is Number _____
External storage is is not included. If included, it is located at: *only small box + suitcase for attic space by OWNER*

9. NUISANCE and OTHER PROHIBITED ACTIVITY: RESIDENT shall not cause or allow any waste, noise, nuisance or other activity that might disturb the peace and quiet of other residents, nor shall RESIDENT cause or allow a substantial interference with the comfort, safety, or enjoyment of OWNER or other Residents of the premises, or the agents, guests and/or invitees of OWNER or other Tenants. Lounging, playing, or unnecessary loitering in the halls, on the front steps or in the common areas, in such a way as to interfere with the free use and enjoyment, passage or convenience of another resident, is prohibited. Access to the roof or to fire escapes is limited to emergency situations only.

10. CONDITION OF PREMISES: RESIDENT acknowledges that he/she has examined the Premises and that the Premises, including all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached "Inventory Sheet" (if any) or added to ¶11 "INVENTORY" (below), and/or all other items provided by OWNER are all clean and in satisfactory, working condition, except as indicated here:

Part of base board

RESIDENT agrees to keep the Premises and all items in good order and condition. RESIDENT will immediately arrange to repair and/or replace any portion of the above that are damaged by RESIDENT, their guests and/or invitees. RESIDENT will immediately notify OWNER of any other damage or malfunction, regardless of the cause.

At the termination of this Agreement, RESIDENT shall comply with the following terms: all of the above enumerated items in this provision shall be returned to OWNER in clean and good condition, except for reasonable wear and tear, and the Premises shall be free of all trash and personal property that does not belong to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

11. INVENTORY:

The Apartment contains the following items for use by RESIDENT:
2 thin wood desks, Murphy bed, New Area Rug, New mattress cover

Check if furnished items are listed separately on an attached "Inventory Sheet" and incorporated herein.) RESIDENT acknowledges that the Premises are furnished with the additional furnishings indicated in this paragraph and that this inventory is incorporated into this Agreement.

12. MAINTENANCE and ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install external antennas, satellite dishes or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of OWNER, except as may be permitted by law. RESIDENT may not install fixtures or devices without prior, written consent from OWNER, and subject to OWNER'S reasonable installation and maintenance guidelines to be provided upon request for consent.

RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area clean. RESIDENT shall be responsible for making separate arrangements to dispose of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal unit clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests.

RESIDENT must promptly provide OWNER with a written notice stating what item(s) need service or repair and give OWNER a reasonable opportunity to service or repair that item(s). Should any charges be imposed by the City or incurred by OWNER as a result of RESIDENT not timely notifying the OWNER in writing of such needed service or repairs, RESIDENT shall be responsible for any additional fines or inspection fees imposed by a government office as a result of RESIDENT failing to notify OWNER in writing of any known deficiencies with the residence. RESIDENT shall also be personally liable for any damages to the Premises caused by the RESIDENT'S failure to use reasonable care in or about the Premises, which includes failing to notify OWNER of defects in the Premises, such as a roof or other leak, which, if promptly and properly addressed, could prevent additional damage to the Premises or injury to any person.



cm _____ *[Signature]*

12a – Satellite Dishes: Installation or use of a radio or video or television antenna, including a satellite dish ("antenna") shall not be permitted, except as provided below, and only after written consent has been obtained from OWNER. The OWNER may impose reasonable restrictions on the installation or use of an antenna. For purposes of this section, "reasonable restrictions" means those restrictions that do not significantly increase the cost of the antenna system, including all related equipment, or significantly decrease its efficiency or performance and include all of the following:

- 1) That the dish has a diameter or diagonal measurement of one meter or less;
- 2) That the RESIDENT is responsible for the maintenance, repair, or replacement of any building components affected by the Antenna;
- 3) That the RESIDENT shall indemnify or reimburse OWNER for injury, loss or damage caused by the installation, maintenance, use or removal of the antenna, and must maintain sufficient liability coverage against any such injury, loss 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;
- 4) That the installed antenna not be visible from any street or Common Area, be installed solely within the confines of the rented portion of the Premises, and be securely and properly mounted by a licensed contractor;
- 5) That, unless notified otherwise by OWNER, the installed antenna be removed at the RESIDENT'S expense when no longer in use or at the termination of RESIDENT'S tenancy, whichever is sooner, and the Premises be restored to the original condition as received excepting normal wear and tear.

13. SMOKE DETECTOR: The rental unit is equipped with properly functioning smoke detectors. Resident agrees to test the smoke detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable the smoke detectors in any manner. OWNER or the owner's agent may enter the Premises for the purpose of installing, repairing, testing, and maintaining single station smoke detectors required by this section. Except in cases of emergency, the owner or owner's agent shall give the tenants of each such unit, room, or suite reasonable notice in writing of the intention to enter and shall enter only during normal business hours. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. RESIDENT tenant shall be responsible for notifying the manager or owner if the RESIDENT becomes aware of an inoperable smoke detector within his or her unit. The owner or authorized agent shall correct any reported deficiencies in the smoke detector and shall not be in violation of H&SC Section 13113.7 for a deficient smoke detector when he or she has not received notice of the deficiency.

13a. CARBON MONOXIDE DETECTOR: OWNER shall comply with the Carbon Monoxide Poisoning Prevention Act of 2010. This law addresses the problem of carbon monoxide poisoning, which is the leading cause of accidental deaths in the United States. Carbon monoxide is an odorless gas produced whenever any fuel is burned. It can enter the home from sources as seemingly innocent as a gas stove, furnace, or woodstove, usually due to leakage, back-drafting, or poor venting. California law requires the installation of a carbon monoxide (CO) alarm (or a CO alarm combined with a smoke detector) that emits an alarm and has been tested and certified in accordance with standards developed by the American National Standards Institute (ANSI) and Underwriters Laboratories Inc. (UL). Detectors must be installed in all dwelling units that contain a fossil fuel burning heater, appliance, or fireplace; or that have an attached garage. (A fossil fuel is coal, kerosene, oil, wood, fuel gases, and other petroleum or hydrocarbon products that emit carbon monoxide as a byproduct of combustion). OWNER is charged with installing and maintaining the detectors, and may enter the Premises for the purposes of installing, repairing, and testing. RESIDENTS are responsible for notifying the OWNER if the device becomes inoperable. As of the date RESIDENT assumes occupancy and possession of the Premises, the Premises contain all required detectors in working order.

14. RIGHT TO ENTER AND INSPECT; TEMPORARY RELOCATION: OWNER has the right to enter the Premises, pursuant to California Civil Code, Section 1954. OWNER may enter, by its agents or others, to inspect and/or repair the premises at any time in case of emergency or suspected abandonment. In all other cases, OWNER shall give 24-hours notice of its intent to enter and may thereafter enter the Premises for the purposes allowed by Section 1954, including showing the Premises to prospective renters, buyers or lenders during normal business hours, inspecting smoke or CO alarms, and/or conducting normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that OWNER reasonably deems necessary. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. Unless applicable law provides otherwise, (see, e.g., **San Francisco Administrative Code Chapter 37A, Section 37.9(a)(11)**), RESIDENT agrees that if a temporary relocation is required, RESIDENT will be compensated solely by a corresponding abatement of the rent for those number of days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks (e.g., removing food items from cabinets or clothing from closets, so that the unit may be sprayed for pests), then RESIDENT shall perform those tasks upon receiving a 24-hour written notice.

15. DESTRUCTION OF PREMISES: Unless applicable law provides otherwise, (see, e.g., **San Francisco Administrative Code Chapter 37A, Section 37.9A**), if the Premises become totally or partially destroyed during the term of this Agreement, such that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon 3-day written notice to the other. Such displacement of the RESIDENT shall not be construed as an eviction.



A handwritten signature in black ink, appearing to be "OL" or similar initials, written in a cursive style.

A handwritten signature in black ink, appearing to be "CMA" or similar initials, written in a cursive style.

16. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all House, Pool, Pet, and Laundry rules that are attached as addenda to this Agreement. OWNER may change these rules at any time by providing reasonable notice. These rules may apply, but are not limited, to the following items: noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. *House Rules Signed ON*
OWNER shall not be liable to RESIDENT for any violation of such rules by any other residents or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time, unless applicable law provides otherwise (see, e.g., **San Francisco Administrative Code Chapter 37A, Section 37.2(g), definition of 'housing services'**).

17. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30-days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the notice of change of terms.

18. TERMINATION: After expiration of the initial Term of Years lease period, and unless RESIDENT notifies OWNER no later than 30 days before the expiration of the initial Term, this Agreement will automatically be renewed from month-to-month. Any termination of this Agreement must be noticed in writing to the other party. To the extent that "just cause" is required to terminate this Agreement (see, e.g., **San Francisco Administrative Code Chapter 37A, Section 37.9(a)**), OWNER'S notice will state the cause and, if premised on breach, will state whether the breach can be cured. For termination based on other than breach of law or the lease, OWNER must provide a 30-day notice of termination, if RESIDENT has resided in the Premises for less than one year, and a 60-day notice of termination, if RESIDENT has resided in the Premises for more than one year. RESIDENT may terminate the lease, at any time after the expiration of the Term of Years lease period, upon providing 30 days notice, but will be liable to OWNER for terminating the lease before this period, in damages including lost rent, until the expiration of the term or the commencement of a new lease, whichever comes first.

Upon vacating the Premises, RESIDENT is required to have cleared the Premises and any parking spaces and storage areas of RESIDENT'S personal property and refuse, and RESIDENT shall return all keys or other property provided by OWNER for RESIDENT'S use. If RESIDENT provides OWNER with a notice of termination, but continues in possession of the Premises after the date of termination, RESIDENT will be liable for all damages resulting from OWNER'S or others' reasonable reliance on a notice of termination (e.g., advertising and showing the Premises). RESIDENT'S failure to vacate the Premises after providing OWNER with a written notice of termination, not timely rescinded, shall be considered a non-curable material breach of this Agreement and just cause for eviction.

19. ABANDONMENT: OWNERS rights in the case of abandonment are governed by California Civil Code, section 1951.2, et seq. If any rent has remained unpaid for 14 or more consecutive days and OWNER believes that RESIDENT has abandoned the Premises, OWNER will serve a Notice of Belief of Abandonment on the RESIDENT. If RESIDENT fails to provide written notice to the OWNER of RESIDENT'S intent to remain in the property and an address where RESIDENT may be served with an unlawful detainer action, prior to the expiration of the Notice of Belief of Abandonment, this Agreement will be terminated at the expiration of that Notice. OWNER will thereafter be able to reclaim the Premises.

20. POSSESSION: If OWNER is unable to deliver possession of the Premises to RESIDENT within 30 days of the agreed commencement date of occupancy for any other reason, either RESIDENT and/or OWNER may terminate this Agreement upon written notice to the other party, at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession. If OWNER is unable to deliver possession of the Premises to RESIDENT because of the total loss or destruction of the Premises, the Agreement shall be deemed terminated.

21. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, and OWNER shall not be held liable for such losses. RESIDENT hereby agrees to obtain a renter's insurance policy to cover any personal losses. This provision does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain a renter's insurance policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses. Alternatively, if such waiver is prohibited by law, RESIDENT shall hold OWNER harmless from any loss or damage to RESIDENT or RESIDENT'S guests or invitees which loss or damage could have been covered by a standard renter's insurance policy.

22. ASSIGNMENT AND SUBLETTING: No assignment or sublet of the Premises is authorized, unless prior, express, written approval is given by OWNER, which approval may be absolutely withheld at OWNER'S sole discretion. The parties agree that unless permission to assign or sublet is provided in writing and signed by Owner, it shall be conclusively presumed that no such consent has been given. Where this Agreement is between OWNER and more than one RESIDENT, RESIDENT'S right to replace a departing occupant on a one-to-one basis is governed by the San Francisco Rent Board Rules and Regulations, Rule 6.15.

RESIDENTS' Initials *ON X*

Owners Initials *ON*



23. SEVERABILITY:

Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNERS rights under the law. If any part of this Agreement is in conflict with the law, that part shall be void to the extent that it is in conflict, but the conflict shall not invalidate this Agreement as a whole, nor shall it affect the validity or enforceability of any other provision of this Agreement.

24. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and it shall not affect the validity or enforceability of any other provision of this Agreement.

25. ATTORNEY'S FEES: If any legal action or proceeding is brought by either Party to this Agreement, the "prevailing party" shall be reimbursed for reasonable attorneys' fees up to, but not more than \$500.00.

26. JOINT AND SEVERAL LIABILITY: RESIDENTS are jointly and severally responsible and liable for all obligations under this Agreement. RESIDENTS shall indemnify OWNER for liability caused by the actions, whether omission or commission, of RESIDENTS, their guests and their invitees.

27. CREDIT REPORTING: Pursuant to California Civil Code, section 1785.26, RESIDENT is hereby notified that OWNER or OWNER'S agent may submit a negative credit report to a credit reporting agency, if RESIDENT fails to fulfill the terms of RESIDENT'S credit obligation. RESIDENT expressly authorizes OWNER or an agent of OWNER (including a collection agency) to obtain RESIDENT'S consumer credit report, which OWNER may use if attempting to collect past due rent payments, late fees, or other charges from RESIDENT, both during the term of the Agreement and thereafter.

28. NOTICES: All notices to RESIDENT may be mailed to RESIDENT at the Premises, or shall be served on RESIDENT at the Premises, whether or not RESIDENT is present at the time of delivery (subject to RESIDENT'S authorization for email notice set forth below). Pursuant to Civil Code Section 1962, the name, telephone number, and usual street address at which personal service may be effected of each person who is (A) Authorized to manage the premises and (B) An owner of the premises or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands is:

Property Manager: CHRISTINA BRADLEY
Address: 3632-26th St Apt 4 SE CA 94110
Phone Number: 415 710 9616

OWNER or agent for service on OWNER for notices and demands: _____
Address: same
Phone Number: _____

RESIDENT'S initials below constitute RESIDENT'S authorization that any notice which may be provided by personal service or mail delivery may be provided by email to RESIDENT at the following email address: 3632-26th St Room 7 Said notices shall include but are not limited to notice of entry pursuant to Civil Code Section 1954, notices required by Civil Code Section 1950.4 and post-tenancy notices. RESIDENT shall notify OWNER in writing of any change to this authorized email address. Any such notice shall be deemed received on the day it is transmitted.


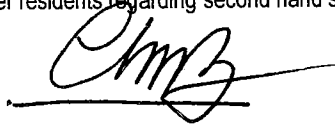
RESIDENT'S Initials: CB MB

29. CONDOMINIUM/TENANCY-IN-COMMON UNIT:
If the Premises are part of a Condominium or Tenancy-in-Common building or complex, RESIDENT is advised that the Premises are subject to a corresponding set of governing documents, including a Declaration of Covenants and Conditions (CC& Rs) in the case of a condominium and a TIC Agreement in the case of a Tenancy-in-Common. RESIDENT has been provided a copy of the applicable governing documents, or a summary of the provisions applicable to tenancies, which are incorporated into this Agreement and become part of the duties imposed on RESIDENT, who understands and agrees that RESIDENT and his or her guests and invitees are bound by the terms incorporated as if said terms were fully set out herein. RESIDENT further understands and agrees that if OWNER assesses any fines or penalties as a result of RESIDENT'S violation of the governing documents, RESIDENT shall reimburse OWNER said amounts within three days of being requested to do so by written demand identifying the amounts and the reasons for the fines or penalties.



30. SMOKING: Smoking shall not be permitted in any part of the common areas of the Premises or building or grounds in which the Premises are located. 'Smoking' shall refer to the combustion of any product meant to be inhaled, or actually inhaled, including but not limited to tobacco and marijuana or any marijuana derivative.

Smoking is or is not (choose one) permitted in the interior of the premises. If permitted, smoking shall not be permitted on any balcony or patio, or other area outside the Premises. If permitted, smoking shall not constitute a 'housing service' and permission may be revoked upon seven days' written notice to RESIDENT if OWNER receives complaints from other residents regarding second hand smoke as a nuisance to the other residents.

31. ENTIRE AGREEMENT: This writing and all addenda and additions – either attached hereto or incorporated by reference - constitute the entire Agreement between OWNER and RESIDENT, all of which has been reduced to writing. RESIDENT hereby acknowledges the following, which are incorporated into this Agreement:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> House Rules | <input type="checkbox"/> Pet Agreement | <input type="checkbox"/> Garage Door Opener |
| <input type="checkbox"/> Laundry Rules | <input type="checkbox"/> Pool Rules | <input type="checkbox"/> Storage Keys |
| <input type="checkbox"/> Mailbox Keys | <input checked="" type="checkbox"/> Apartment Keys | <input type="checkbox"/> Trash Keys |
| <input type="checkbox"/> Other: _____ | | |

No oral agreements have been entered into. All modifications or notices shall be in writing, or else they are invalid. This Agreement will be construed as though it were drafted mutually by the Parties. RESIDENT has relied on his own judgment in entering into this Agreement and has sought and/or been represented by counsel to his/her satisfaction.

32. ADDITIONS and EXCEPTIONS:

34. DISCLOSURES:

The following disclosures are attached to this Agreement as Addenda:

- LEAD WARNING DISCLOSURE
- MOLD NOTICE
- SEX OFFENDER REGISTRATION ACT NOTICE (MEGAN'S LAW)
- PERIODIC PEST CONTROL TREATMENTS
- METHAMPHETAMINE CONTAMINATION
- ASBESTOS AND CARCINOGENIC MATERIAL
- MILITARY BASE OR EXPLOSIVES
- HAZARDOUS MATERIALS DISCLOSURE
- MOLD / MILDEW
- CONDOMINIUM CONVERSION PROJECT

34. RECEIPT OF AGREEMENT: (check one)

RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease."

RESIDENTS' Initials:



ADDENDA

LEAD WARNING STATEMENT CONCERNING HOUSING BUILT BEFORE 1978

Housing built before 1978 may contain lead based paint and/or lead-based paint hazards. Lead from paint, paint chips and dust poses health hazards if it is not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead based paint hazards in the dwelling and lessees must receive a pamphlet approved by the Environmental Protection Agency (EPA) on lead poisoning prevention.

LEAD WARNING DISCLOSURE (check one)

The initials of OWNER/ OWNER'S agent below confirm that OWNER/ OWNER'S agent has no knowledge of lead-based paint and/or any lead-based hazards in or on the Premises, that OWNER/ OWNER'S agent has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises and that OWNER/ OWNER'S agent has complied with all notification requirements.

OWNER'S/ OWNER'S agent Initials <i>CMB</i>		Date:	<i>2/24/16</i>
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The initials of OWNER/ OWNER'S agent below confirm that OWNER/ OWNER'S agent is aware of the following lead-based paint or lead-based hazards on the Premises, that OWNER/ OWNER'S agent has provided RESIDENT with any reports or records pertaining to lead-based paint or lead-based paint hazards on the Premises, and that OWNER/ OWNER'S agent has complied with all notification requirements:

OWNER'S/ OWNER'S agent Initials		Date:	
------------------------------------	--	-------	--

The initials of RESIDENT confirm that RESIDENT has received a copy of a "Protect Your Family from Lead in Your Home" pamphlet (available online at <http://www.epa.gov/lead/pubs/leadpdf.pdf>) or another EPA-approved pamphlet, that RESIDENT has received reports or records, if any, pertaining to lead-based paint or lead-based paint hazards in or on the Premises, and that RESIDENT agrees to notify OWNER promptly in writing of any deteriorating and/or peeling paint.

RESIDENTS' Initials		Date:	
RESIDENTS' Initials		Date:	
RESIDENTS' Initials		Date:	

MOLD NOTICE

OWNER/ OWNER'S agent has inspected the unit prior to this Agreement and is not aware of any damp or wet building materials or mold contamination. RESIDENT agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/ OWNER'S agent any evidence of water leaks, excessive moisture or lack of proper ventilation, as well as any evidence of mold that cannot be removed by cleaning. RESIDENT agrees to maintain the Premises in a manner that prevents the occurrence of, and infestation of mold or mildew in the Premises, including using exhaust fans where provided, properly ventilating bathrooms when in use and promptly reporting to OWNER any non-working fans or inoperable windows, using reasonable care to prevent the intrusion of moisture into the premises, and notify OWNER immediately of any source of water intrusion into the premises.

SEX OFFENDER REGISTRATION ACT 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. Pursuant to the California Penal Code, section 290.46, information about specified registered sex offenders is made available to the public via the internet through a website maintained by the Department of Justice (available online at 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 and ZIP code in which he or she resides.

HAZARDOUS MATERIALS DISCLOSURE

Pursuant to the regulations of Proposition 65, enacted by the voters of California, Owner hereby makes the following required disclosure: "Warning – The premises contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm."

PERIODIC PEST CONTROL TREATMENTS

California Civil Code Section 1940.8 an OWNER of a residential dwelling unit shall provide each new tenant that occupies the unit with a copy of the notice provided by a registered structural pest control company pursuant to Section 8538 of the Business and Professions Code, if a contract for periodic pest control service has been executed.

ASBESTOS and CARCINOGENIC MATERIAL

Residential property built before 1981 may contain asbestos. Signs of asbestos-containing materials in older buildings include flaking ceiling tiles, or crumbling pipe wrap or insulation. Disturbing asbestos containing materials may create or increase a risk of exposure. Asbestos particles can cause serious health problems if they are inhaled. Resident shall not knowingly take any action that will increase the likelihood that asbestos will be disturbed, and Resident will promptly notify Owner of any condition or occurrence which Resident reasonably believes or suspects may involve a risk of asbestos contamination. For more information, go to www.epa.gov/asbestos.

An OWNER with 10 or more employees must disclose the existence of known carcinogenic material (for example, asbestos) to prospective tenants. OWNER is aware of asbestos in the following locations in the Premises or building containing the Premises:

METHAMPHETAMINE CONTAMINATION

Residential property that has been used for methamphetamine production may be significantly contaminated. A local health officer who inspects rental property and finds that it is contaminated with a hazardous chemical related to methamphetamine laboratory activities must issue an order prohibiting the use or occupancy of the property. This order must be served on the property owner and all occupants. The owner and all occupants then must vacate the affected units until the officer sends the owner a notice that the property requires no further action. The owner must give written notice of the health officer's order and a copy of it to potential tenants who have completed an application to rent the contaminated property. Before signing a rental agreement, the tenant must acknowledge in writing that he or she has received the notice and order. The tenant may void (cancel) the rental agreement if the owner does not comply with these requirements. The owner must comply with these requirements until he or she receives a notice from the health officer that the property requires no further action. 82

MILITARY BASE OR EXPLOSIVE

An OWNER who knows that a rental unit is within one mile of a closed military base in which ammunition or military explosives were used must give written notice of this fact to a prospective tenant. The OWNER must give the tenant this notice before the tenant signs a rental agreement. Civil Code Section 1940.7.

DEATH IN THE RENTAL UNIT

If a prior occupant of the rental unit died in the unit within the last three years, the owner or the owner's agent must disclose this fact to a prospective tenant when the tenant offers to rent or lease the unit. The owner or agent must disclose the manner of death, but is not required to disclose that the occupant was ill with, or died from, AIDS. However, the owner or agent cannot intentionally misrepresent the cause of death in response to a direct question. Civil Code Section 1710.2



Residential Lease

APARTMENT - CONDOMINIUM - HOUSE ROOM # 8

BY THIS AGREEMENT made and entered into on 6/29/15 between Frieda Schneider herein referred to as Lessor, and ZACK PETERSON herein referred to as Lessee. Lessor leases to Lessee the premises situated at 3632 26th St in the City of SF County of SF, State of CA, and more particularly described as follows: # 8 together with all appurtenances, for a term of 8 months, to commence on 6/20/15 and to end on 2/20/16, at 9 AM

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of 1300 Dollars per month in advance on the 1st day of each calendar month beginning 6/20/15 at DROP BOX City of SF State of CA, or at such other place as Lessor may designate.

PAYABLE TO FRIEDA SCHNEIDER

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 30 Dollars (\$ 30). After the 3rd

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of 50 Dollars (\$ 50) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor 1,000 Dollars (\$ 1,000), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

Security deposit paid in FULL

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 7 persons, consisting of 2 adult[s] and 0 child[ren] under the age of 18 years, without the written consent of Lessor.

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9. Condition of Premises. Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenable condition.

10. Keys. Lessee will be given (2) key(s) to the premises and (0) mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Dollars (\$ 5) per key.

11. Locks. Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. Lockout. If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. Parking. Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

NO PARK

14. Assignment and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

NO Subletting

15. Alterations and Improvements. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

16. Damage to Premises. If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous

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by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that ALL shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Pets. ~~Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of _____ Dollars (\$ _____), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.~~

23. Display of Signs. During the last _____ days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

24. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

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25. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

26. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

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27. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

28. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

29. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within _____ days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

30. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

31. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

32. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

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

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34. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

35. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initialed by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

Opt-Out Clause:

ZRP Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

36. Other Terms:

Lessee: Josh Peters Date: 06/09/15
Lessor: Fred P. Schrock Date: 6/09/15

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

Moved out

917-536-3802

Residential Lease

Phone #

Room 9

APARTMENT - CONDOMINIUM - HOUSE - Room 9

FREIDA SCHNEIDER

MIKE NEWMAN

BY THIS AGREEMENT made and entered into on 5/10/10, between MIKE NEWMAN, herein referred to as Lessor, and A, herein referred to as Lessee. Lessor leases to Lessee the premises situated at [redacted], in the City of SF, County of SF, State of CA, and more particularly described as follows: [redacted] together with all appurtenances, for a term of 1 year[s], to commence on 5/15/10, and to end on 5/15/11, at [redacted]

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1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of Dollars (\$650) per month in advance on the 1st day of each calendar month beginning [redacted], at [redacted], City of [redacted], State of [redacted], or at such other place as Lessor may designate.

2. **Form of Payment.** Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to [redacted]

3. **Late Payments.** For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of Dollars (\$ [redacted]).

4. **Returned Checks.** If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of Dollars (\$ [redacted]) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor Dollars (\$225), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than 1 persons, consisting of 1 adult[s] and 0 child[ren] under the age of 18 years, without the written consent of Lessor.

by any responsible insurance company.

18. Utilities. Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that _____ shall be provided by Lessor.

19. Right of Inspection. Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. Maintenance and Repair. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. Painting. Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. Pets. Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of _____ Dollars (\$ _____), to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

23. Display of Signs. During the last _____ days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

24. Rules and Regulations. Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

25. Subordination of Lease. This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

26. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 45 days' written notice served by either Lessor or Lessee on the other party.

27. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

28. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

29. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 14 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

30. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

31. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

32. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

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

34. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

35. Insurance. Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initialed by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

Opt-Out Clause:

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AG Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

36. Other Terms:

Lessee:

Date:

5/10/10

Lessor:

Date:

5/10/2010

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

Page 2 was
always missing -
wasn't part of
the original document.
Sorry this took so
long - my schedule
is crazy these days.

Thanks,
Mike

he's moving Dec 2017
he gave (notice)
90 DAM

Rm 10

Residential Lease

APARTMENT - CONDOMINIUM - HOUSE - ROOM

BY THIS AGREEMENT made and entered into on 5/1/2010 between Benjamin VAZAKAS herein referred to as Lessor, and Frieda Schneider herein referred to as Lessee. Lessor leases to Lessee the premises situated at 3032 in the City of SF County of SF, State of CA, and more particularly described as follows: Room 10 together with all appurtenances, for a term of [] year[s], to commence on 5/1/2010 and to end on 5/1/2011 5pm

1. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of 600 Dollars, 600 per month in advance on the 1st day of each calendar month beginning 5/1/2010 at SF City of SF State of CA, or at such other place as Lessor may designate.

2. Form of Payment. Lessee agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to Frieda Schneider
501 D Street, Petaluma
CA 94951

3. Late Payments. For any rent payment not paid by the date due, Lessee shall pay a late fee in the amount of 30 Dollars (\$ 30 if received after the 3rd of the month.

4. Returned Checks. If, for any reason, a check used by Lessee to pay Lessor is returned without having been paid, Lessee will pay a charge of 30 Dollars (\$ 30) as additional rent AND take whatever other consequences there might be in making a late payment. After the second time a Lessee's check is returned, Lessee must thereafter secure a cashier's check or money order for payment of rent.

5. Security Deposit. On execution of this lease, Lessee deposits with Lessor 300 Dollars (\$ 300), receipt of which is acknowledged by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof.

6. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

7. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, and the sidewalks connected thereto, during the term of this lease.

8. Number of Occupants. Lessee agrees that the demised premises shall be occupied by no more than 1 persons, consisting of 1 adult[s] and 0 child[ren] under the age of 18 years, without the written consent of Lessor.

tenant [Signature]
landlord [Signature]

9. **Condition of Premises.** Lessee stipulates that he or she has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean and tenantable condition.

10. **Keys.** Lessee will be given 2 key(s) to the premises and 2 mailbox key(s). If all keys are not returned to Lessor following termination of lease, Lessee shall be charged Dollars (\$ 30) per key.

11. **Locks.** Lessee agrees not to change locks on any door or mailbox without first obtaining Lessor's written permission. Having obtained written permission, Lessee agrees to pay for changing the locks and to provide Lessor with one duplicate key per lock.

12. **Lockout.** If Lessee becomes locked out of the premises after management's regular stated business hours, Lessee will be required to secure a private locksmith to regain entry at Lessee's sole expense.

13. **Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. Parking fees are for a license to park only. No bailment or bailee custody is intended. Lessor is not responsible for, nor does Lessor assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any vehicle or its contents. Snow removal is the responsibility of the vehicle owner. Any tenant who wishes to rent a parking space or garage must sign a Parking Space or Garage Rental Agreement.

NO PARKING

14. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

NO Sublet Allowed

15. **Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.

Tenant x
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16. **Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.

17. **Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous

Tenant x
Landlord AQS

by any responsible insurance company.

18. **Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that All shall be provided by Lessor.

19. **Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.

20. **Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bills in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.

21. **Painting.** Lessor reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.

22. **Pets.** Pets shall not be allowed without the prior written consent of the Lessor. At the time of signing this lease, Lessee shall pay to Lessor, in trust, a deposit of No dollars (\$) to be held and disbursed for pet damages to the Premises (if any) as provided by law. This deposit is in addition to any other security deposit stated in this lease. Any Lessee who wishes to keep a pet in the rented unit must sign a Pet Agreement Addendum.

NO PAINT
tenant
BU
4/17/05

23. **Display of Signs.** During the last _____ days of this lease, Lessor or his or her agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.

24. **Rules and Regulations.** Lessor's existing rules and regulations, if any, shall be signed by Lessee, attached to this agreement and incorporated into it. Lessor may adopt other rules and regulations at a later time provided that he or she have a legitimate purpose, not modify Lessee's rights substantially and not become effective without notice of at least two (2) weeks.

WILL FOLLOW house Rules as Posted

25. **Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

PA
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26. **Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 30 days' written notice served by either Lessor or Lessee on the other party.

27. Notice of Intent to Vacate. [This paragraph applies only when this Agreement is or has become a month-to-month Agreement.] Lessor shall advise Lessee of any changes in terms of tenancy with advance notice of at least 30 days. Changes may include notices of termination, rent adjustments or other reasonable changes in the terms of this Agreement.

28. Surrender of Premises. At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.

29. Default. If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within _____ days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

30. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

31. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

32. Radon Gas Disclosure. As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit."

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

tenant
LL
PW
POS

34. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

35. **Insurance.** Lessor has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Lessor's negligence. Lessor's insurance does not cover Lessee's possessions or Lessee's negligence. Unless the opt-out clause below is initialed by both Lessee and Lessor, Lessee must obtain a renter's insurance policy to cover damage or loss of personal possessions as well as losses resulting from Lessee's negligence.

Opt-Out Clause:

Tenant →

PDW

Lessee and Lessor must both initial and date here if the requirement that Lessee obtain renter's insurance is waived. If the requirement is waived, Lessee will not be required to obtain renter's insurance. Lessor's insurance policy does not cover damages or loss of Lessee's personal possessions as well as losses resulting from Lessee's negligence.

36. **Other Terms:**

Tenant →

Lessee: *[Signature]* Date: 3/10/11

Lessor: *[Signature]* Date: 5/1/2010

sign date
←

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

NOTICE: Contact your local county real estate board for additional forms that may be required to meet your specific needs.

3632-26th Street

HOUSE RULES:

1. Kitchen is a privilege that can be revoked if you do not clean up after yourself (all dishes and utensils washed and put back in proper place, and participate in removing the garbage). Be sure to follow kitchen rules as posted.
2. Showers are to be kept under 15 minutes in order to provide all tenants with adequate use of the facilities.
3. Please be aware of your time in the toilet room as other tenants are sharing the facility, and wipe down as necessary after your use.
4. No guests allowed after 10 pm, and absolutely no overnight guests permitted. Any occurrence of overnight guests are grounds for eviction.
5. After 10pm all Radios, TVs, and computers must be turned down as not to disturb other tenants.
6. Please be courteous to other tenants by not running up or down interior stairs or being loud in common areas.
7. Smoking is permitted in posted areas ONLY!
Absolutely no smoking permitted in any indoor area.
8. Any issues with other tenants are to be brought to the manager's attention immediately. (Christina Marie)

These rules are posted to insure the peace and tranquility of the household. Please observe the rules at all times.

I understand and agree to these rules as they are described above.

Tenant Room# 10
Signature Brian V. [Signature] 3/1/11

← Sign + date