

**TREASURE ISLAND
YERBA BUENA ISLAND**

RESIDENTIAL LEASE

I. PARTIES:

THIS AGREEMENT is made on **XX/XX/20XX** between:

RESIDENT NAME 1 RESIDENT NAME 2

RESIDENT NAME 3 RESIDENT NAME 4

(hereinafter called "Lessee") and The John Stewart Company (hereinafter called "Lessor").

IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

II. DESCRIPTION:

The Lessor hereby leases to the Lessee and the Lessee hires from Lessor, on the terms and conditions hereinafter set forth, all the property situated in the County of San Francisco, State of California, described as follows, to wit: Apartment No. **UNIT #** at **STREET NAME**, San Francisco, California 94130 (the "Premises").

III. TERM:

A. The term of the Residential Lease shall be month to month and continue on a month-to-month basis.

B. Your current monthly rent is (current rent). If the Residential Lease is still in effect on a month-to month basis, the rent may be increased annually on each subsequent <Lease Month>. Although the Lessee's tenancy is not subject to the San Francisco Residential Rent Stabilization and Arbitration Ordinance, the annual rent increase shall be equivalent to the allowable annual increase announced by the San Francisco Residential Rent Stabilization and Arbitration Board in effect on the date of the rent increase.

Rent must be paid at the office of Lessor no later than the first day of each month in advance while the Residential Lease is in effect.

See Section IV of the Residential Lease for other rent payment provisions.

C. Lessee acknowledges that:

1. Lessor is a sublessee of the Treasure Island Development Authority ("TIDA"), which acquired a leasehold interest in Naval Station Treasure Island ("NSTI"), including the Premises, from the United States of America, acting by and through

the Department of the Navy ("Navy"), under a Master Lease that predates Lessee's initial occupancy at The Villages at Treasure Island.

2. Residential use of the premises is an interim use, and Lessee's tenancy at NSTI under the Residential Lease (and any preceding residential leases between Lessor and Lessee) is not permanent.

3. Notwithstanding anything in the Residential Lease or this Addendum to the contrary, the Residential Lease and Lessee's right to occupy the premises shall terminate if the Master Lease between the Navy and TIDA terminates.

~~The term of the lease shall be for one year beginning XX/XX/20XX payable @ \$X,XXX per month. At expiration of lease term, this lease will not automatically renew.~~

~~Lessee hereby acknowledges that the Lessor is a sublessee of the Treasure Island Development Authority and that the Treasure Island Development Authority acquired a leasehold interest to the Premises from the United States Navy under a master lease which pre-dates this lease agreement. Lessee further acknowledges that the residential use of the premises is an interim use and the tenancy created under this lease shall not be permanent. Although Lessor has entered into a seven (7) year sublease with the Treasure Island Development Authority commencing on or about March 1999, nonetheless, Lessee's right to occupy the Premises will be subject to termination under any of the following circumstances: (i) the Authority's master lease with the Navy terminates, (ii) after the expiration of the Initial Term of this Lease, upon thirty days prior written notice to the Lessee from Lessor for any reason, including the implementation of redevelopment plans by the Authority for the Base. For these reasons, Lessee acknowledges that it may not be entitled to continue to occupy the Premises beyond the initial one year term of this Lease.~~

~~All of said rent shall be paid at the office of the agent of the Lessor, or at such other place as may be designated by the Lessor. All rent is to be paid on the first day of the month for the prospective rental period.~~

IV. RENTS, LATE CHARGES, RETURNED CHECKS:

All rents are due and payable on or before the first day of each month. All rents shall be paid by check or money order. No cash to be accepted. All rents not paid by the seventh (7th) day of the month incur a late charge of \$100.00. Returned checks will incur a charge of \$50.00, in addition to the late charge. If the 7th of the month falls on a weekend or holiday, the grace period will extend to include the next regular working day. If a rental check is returned by the bank, payment of rent by money order or cashier's check is required from residents for a one year period.

V. ASSIGNMENT:

The Lessee shall pay the Lessor said rent in the manner hereinafter specified, and shall not sublet the whole or any part of said premises, nor sell or assign this lease, either voluntarily or by operation of law, nor allow said property to be occupied by anyone

contrary to the terms hereof, without the written consent of the Lessor.

VI. DEFAULT:

Should said rent not be paid when due or should the Lessee default in any of the covenants or conditions contained herein, or if the conduct of Lessee or occupants shall be objectionable in the reasonable opinion of the Lessor, the Lessor or his representative may elect to terminate this lease.

VII. USE AND OCCUPANCY:

The Lessee shall occupy said demised premises and shall keep the same in good condition including such improvements as be made thereon hereafter, the usual wear and tear excepted, and shall not make any alterations thereon without the written consent of the Lessor and shall not commit or suffer to be committed any waste upon such premises. Lessee agrees to pay for any damage, including appliances and fixtures, caused by any act of negligence of himself or any member of his family or guest.

The premises are leased to the Lessee for the purpose of a residential dwelling. Lessee shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose for which the said premises are hereby leased.

Maximum occupancy of said premises is limited to those named on the lease.

All governmental laws and ordinances shall be complied with Lessee.

Minor Children Reaching Age of Majority: At the time a minor child occupying the premises reaches the age of majority/18 years of age ("Adult Child"), Lessee shall:

- (1) Request in writing that the Adult Child be identified for the purpose of adding the Adult Child as a Lessee to the Residential Lease;
- (2) Lessee's Adult Child shall complete and deliver to Lessor a completed Lessor's rental application. Lessor shall process the application in accordance with standard procedures but if the Adult Child has resided on the premises at any time in the 12 months preceding the application, criminal and credit background checks will be waived;
- (3) Lessee's Adult Child shall sign a Residential Lease/Rental Agreement or Addendum as required by Lessor within five (5) days of Lessor's written request including the Notice and Acknowledgement; and
- (4) If an Adult Child is the child of a Post-DDA Tenant, that Adult Child will also be required to sign the Notice and Acknowledgement. Children of Post-DDA Tenants, including but not limited to Adult Children of Post-DDA Tenants, will not

be entitled to any benefits under the Transition Housing Rules and Regulations.

~~The Lessee shall occupy said demised premises and shall keep the same in good condition including such improvements as be made thereon hereafter, the usual wear and tear excepted, and shall not make any alterations thereon without the written consent of the Lessor and shall not commit or suffer to be committed any waste upon such premises. Lessee agrees to pay for any damage, including appliances and fixtures, caused by any act of negligence of himself or any member of his family or guest.~~

~~The premises are leased to the Lessee for the purpose of a residential dwelling. Lessee shall not use, or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose for which the said premises are hereby leased.~~

~~Maximum occupancy of said premises is limited to those named on the lease.~~

~~All governmental laws and ordinances shall be complied with Lessee.~~

VIII. TENANT/LANDLORD:

The Lessee hereby agrees to be bound, as is the landlord, by the amended sections to the Civil Code Sections 1942. The amendments being: Civil Code Sections 1941.1, 1941.2, 1942.1 and 1942.5, which state, among other things, the conditions for making repairs and deducting same from rents owed.

IX. NUISANCE:

The Lessee agrees not to engage in any activities which disrupt the livability of the project, adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities, or interfere with the management of the project. Vestibules, hallways, stairways, and other public passages shall not be obstructed by the Lessee or their guests. Persons will not be permitted to run or play on balconies or stairways. Lessee agrees to place garbage and refuse inside the containers provided therefore.

X. MAINTENANCE:

A. The landlord agrees to:

1. Regularly clean all common areas of the project;
2. Maintain the common areas and facilities in a safe condition;
3. Arrange for collection and removal of trash and garbage;
4. Maintain all equipment and appliances in a safe and working order;
5. Make necessary repairs with reasonable promptness;

6. Maintain exterior lighting in good working order;
7. Provide extermination services as necessary;
8. Maintain the grounds.

B. The Lessee agrees to:

1. Keep the unit clean, safe, and sanitary;
2. Use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended;
3. Not litter the grounds or common areas of the project;
4. Not destroy, deface, damage, or remove any part of the unit, common areas or project grounds;
5. Give the landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, the smoke detector, or any other part of the unit or related facilities;
6. Remove garbage and other waste from the unit in a clean and safe manner as instructed by management. Trash pickup procedures vary depending upon location and may be amended from time to time; and
7. Not engage in or permit unlawful activities in the unit, in the common areas or on the project grounds.

XI. NOTICES:

The Lessee will at all times cooperate with any reasonable House Rules which Lessor has, or may from time to time, furnish Lessee or post conspicuously on Lessor's premises. The Lessee by affixing his signature below acknowledges the receipt of a copy of the House Rules.

XII. HOLD HARMLESS:

Lessee hereby waives all claims against Lessor for damages to property or injuries to persons, including Lessee, in or about said premises; and Lessee will hold Lessor harmless from any damage or injury to persons or property arising from the use of premises by Lessee.

XIII. LEGAL FEES:

Should the Lessor be compelled to commence or sustain an action at law to collect said rent, or parts thereof, or for an unlawful detainer, or because of any other breach of this lease, the Lessee shall pay to the Lessor a reasonable attorney's fee for which shall be fixed by the Court.

XIV. WAIVERS:

The waiver by the Lessor of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein and the successors and assigns of the respective parties hereto.

XV. SURRENDER CONDITION:

At the expiration of said term, or the sooner determination thereof, the Lessee shall peacefully quit and surrender possession of said premises in as good condition as reasonable use and wear thereof permit.

XVI. DEPOSIT FEES:

Lessee agrees to deposit with the Lessor, on or before occupancy, the sum of \$X,XXX as security deposit. This sum shall be held by the Lessor as security for the faithful performances by the Lessee of the terms, covenants and conditions of this lease by Lessee to be kept performed during the term hereof. In the event of the failure of Lessee to keep and perform all of the terms covenants, and conditions of this lease, then, at the option of the Lessor, said Lessor may appropriate and apply said deposit, or so much thereof by Lessor due to such breach on the part of Lessee. Should Lessee comply with all of said terms, covenants, and conditions and promptly pay the entire rental herein provided for as it falls due, and all other sums payable by Lessee occupancy in accordance with California State law. A unit is considered vacated after all personal belongings have been removed and unit keys returned. DEPOSIT MAY NOT BE USED AS LAST MONTH'S RENT.

XVII. LEGAL NOTICE:

All notices to be given to Lessee must be given in writing personally or by depositing same in the United States mail, postage prepaid, and addressed to Lessee at the said premises, whether or not Lessee has departed from, vacated, or abandoned said premises.

XVIII. INSPECTION:

The Lessor, its agent and/or employees may enter said premises at reasonable times to inspect, clean, repair, or show the premises to prospective tenants, purchasers or lending institutions. The Lessee agrees to allow access and occupancy to workmen for redecorating, repairing or remodeling of the premises for such time as is necessary. Additional door locks may not be installed or altered without written permission from Lessor. Lessor will provide 24 hours notice of intent to enter unit except in emergency, when Lessor may enter immediately. Lessor is to leave notice to Lessee that Lessor entered the unit.

Landlord's agent shall make an annual inspection of all facilities and units. Agent shall designate a day when such inspection shall be made and so notify the resident at least five days prior thereto.

XIX. NOTICE TO VACATE:

A thirty (30) day written notice of the Lessee's intention to vacate the premises must be given to the Lessor. Any deposits that the Lessee may have on deposit with the Lessor are not to be considered the Last Month's rent. Refunds of security deposits will be made by Lessor after the premises are vacated. Lessor may terminate this lease if any local, state or federal agency orders the vacancy of the premises for health or safety reasons.

XX. UTILITIES:

Lessor will provide for utilities water, sewer, electricity, gas and garbage removal.

XXI. HAZARDOUS MATERIALS:

Lessor will not allow the storage of any hazardous materials on or around the premises and will not cause materials to be released anywhere on the property.

XXII. ACKNOWLEDGEMENT OF INAPPLICABILITY of the San Francisco Residential Rent Stabilization and Arbitration Ordinance No. 276-79 (hereinafter called "Ordinance"):

Lessee hereby acknowledges and agrees that because the rents for housing units on Treasure Island and Yerba Buena Island are set by a governmental authority the Treasure Island Development Authority, housing units on Treasure Island and Yerba Buena Island are exempt from the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance. Notwithstanding the foregoing, (i) the Rent noted in Section III above will not be increased more than once annually by an amount or at a rate greater than as would be permitted under the Ordinance, and (ii) Lessor shall not seek to evict or otherwise recover possession of the Premises from the Lessee unless such action is based on one of the reasons set forth below:

1. The Lessee has failed to pay the rent to which the Lessor is lawfully entitled under the oral or written agreement between the Lessor and Lessee or habitually pays the rent late or gives checks which are frequently returned because there are insufficient funds in the checking account; or
2. The Lessee has violated the lawful obligation or covenant of tenancy and failed to cure such violation after having received written notice thereof from the Lessor; or
3. The Lessee is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the Lessor or tenant in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in writing; or

4. The Lessee is using or permitting a rental unit to be used for any illegal purpose;
or
5. The Lessee has, after written notice to cease, refused the Lessor access to the rental unit as required by state or local law; or
6. A subtenant or other person not approved by Lessor is occupying the rental unit;
or
7. Lessee fails to sign a new Rental Agreement for the premises or for a temporary rental unit or a Transition Unit or fails to sign any Addendums including, but not limited to, an Addendum for a temporary rental unit; provided, that the Rental Agreement and/or Addendum is substantially similar to the Rental Agreement or Addendum in effect at that time and, conforms, to the extent applicable, with Sections IV.B and/or V.F of the Transition Housing Rules and Regulations; or
8. A Federal, State or Local governmental entity or department has determined that the premises or the Project grounds pose a health or safety risk to Tenant or other residents and requires evacuation of the premises; or
9. For the grounds specified in Section XII.A of the Transition Housing Rules and Regulations adopted by the Treasure Island Development Authority on April 23, 2011, as amended from time to time.

This provision is not intended to impose, nor shall it be construed as requiring, Compliance with any of the procedural or administrative requirements of the Ordinance. Tenant further acknowledges and agrees that nothing herein shall impose the jurisdiction of the Ordinance on this Lease, nor is it intended to imply that any rules, policies or precedents of the Ordinance apply to this Lease.

~~Lessee hereby acknowledged and agrees that because the rents for housing units on Treasure Island and Yerba Buena Island are set by a governmental authority the Treasure Island Development Authority, housing units on Treasure Island and Yerba Buena Island are exempt from the provisions of the San Francisco Rent Stabilization and Arbitration Ordinance. Notwithstanding the foregoing, (i) upon the renewal or extension of this Lease (but not after any vacancy or termination), the Rent noted in Section III above will not be increased by an amount or at a rate greater than as would be permitted under the Ordinance, and (ii) Lessor shall not seek to evict or otherwise recover possession of the Premises from the Lessee unless such action is based on one of the reasons set forth below:~~

- ~~1. The tenant has failed to pay the rent to which the landlord is lawfully entitled under the oral or written agreement between the tenant and landlord or habitually pays the rent late or gives checks which are frequently returned because there are insufficient funds in the checking account; or~~

- ~~2. The tenant has violated the lawful obligation or covenant of tenancy and failed to cure such violation after having received written notice thereof from the landlord; or~~
- ~~3. The tenant is committing or permitting to exist a nuisance in, or is causing substantial damage to, the rental unit, or is creating a substantial interference with the comfort, safety or enjoyment of the landlord or tenant in the building, and the nature of such nuisance, damage or interference is specifically stated by the landlord in writing; or~~
- ~~4. The tenant is using or permitting a rental unit to be used for any illegal purpose; or~~
- ~~5. The tenant has after written notice to cease, refused the landlord access to the rental unit s required by state or local law; or~~
- ~~6. A subtenant or other person not approved by landlord is occupying the rental unit; or~~
- ~~7. The term of the lease has expired; or~~
- ~~8. The reasons set forth in Section III of this lease.~~

~~This provision is not intended to impose, nor shall it be construed as requiring, Compliance with any of the procedural or administrative requirements of the Ordinance, including, but not limited to the requirements of Sections 37.1(a)(3), (5), (11), (12) and (14) of the Ordinance. Tenant further acknowledges and agrees that nothing herein shall impose the jurisdiction of the Ordinance on this Lease, nor is it intended to imply that any rules, policies or precedents of the Ordinance apply to this Lease.~~

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Addendum C as of the date and year executed below.

TREASURE ISLAND / YERBA BUENA ISLAND LANDLORD:

The John Stewart Company

By: _____
 Administrator (Date)

Original Lessee:

<Lessee Name> Lessee: _____ Date: _____

<Lessee Name> Lessee: _____ Date: _____

<Lessee Name> Lessee: _____ Date: _____

<Lessee Name> Lessee: _____ Date: _____

Post-DDA Lessee:

<Post-DDA Lessee> Lessee: _____ Date: _____

<Post-DDA Lessee> Lessee: _____ Date: _____

<Post-DDA Lessee> Lessee: _____ Date: _____

<Post-DDA Lessee> Lessee: _____ Date: _____

XXIII. AUTHORIZED OCCUPANTS

RESIDENT NAME 1 _____ RESIDENT NAME 2
Name _____ Name _____

RESIDENT NAME 3 _____ RESIDENT NAME 4
Name _____ Name _____

~~IN WITNESS WHEREOF~~, the Lessor and the Lessee have executed this lease as of the date and year first above written.

TREASURE ISLAND / YERBA BUENA ISLAND LESSOR:

By: _____
Administrator _____ (Date)

LESSEE (all persons 18 years of age and older must sign):

By: _____
_____ (Date)

By: _____
_____ (Date)

By: _____
_____ (Date)

By: _____
_____ (Date)