



Staff Report

RESOLUTION APPROVING A STANDARD LEASE AGREEMENT FORM FOR LOW TO MODERATE INCOME RENTAL UNITS

Honorable Chair and Board Members:

Summary

This report presents a standard lease agreement form that the Board may consider using for the rental all of the Agency's low-to-moderate income (LMI) units. Staff recommends that the Board adopt the attached resolution, approving the lease agreement form.

Background

The Agency is continually striving to provide additional opportunities for affordable housing in the Belmont community and has acquired units for rental to income-qualified households. In order to make the rental process as efficient as possible for all parties involved, the Board may wish to consider approving a standard lease agreement form that can be used for all Agency-owned LMI rental units.

Discussion

The Agency's attorney, McDonough Holland & Allen PC (MHA), has prepared lease agreements for the three rentals that are on tonight's Agency meeting agenda. Although there are some differences between the three agreements, the underlying form should be suitable for the rental of any Agency-owned LMI units.

General Plan/Vision Statement

The objective of having a standard lease agreement form to use for the rental of the Agency's LMI units is consistent with the City's Vision Statement in priding itself on a "Thriving Economy" and "Easy Mobility," particularly since the units will be made available at a below market rate and are conveniently located in the "Belmont Village" area near local businesses, schools, and employment opportunities, with easy access to public transportation and regional transportation networks. The objective of the rentals is also consistent with the following goals of the City's Housing Element of the General Plan:

Goal 1: Housing Production and Affordability: "Provide housing to meet the present and future needs of residents and public employees in Belmont, and to provide a fair share of the market area housing needs, within identified governmental, market, and natural constraints."

Goal 3: Housing Choice: "Preserve a diversity of type, price, and tenure in the City's housing stock."

Goal 8: Fair Housing: "Ensure decent, safe living environments for the City's residents regardless of age, sex, family composition, race, ethnicity, religion, physical or mental disability, or income."

Fiscal Impact

Preparation of the lease agreement form by the Agency’s attorney is accommodated within the Agency’s budget for FY2009. No modification of the Agency’s budget is required.

Public Contact

Posting of City Council agenda.

Recommendation

Staff recommends that the Agency review the lease agreement forms and approve the resolution establishing these forms as the standard for use for the Agency’s LMI rentals.

Alternatives

1. Direct staff to return for further discussion and direction.
2. Deny the resolution.
3. Take no action.

Attachments

- A. Resolution approving a standard lease agreement form for low to moderate income rental units
- B. Template Lease Agreement Forms – Single Family Residential/Condominium Units

Respectfully submitted,

Jennifer Walker
Associate Planner

Laurie Shiels
Housing Specialist

Carlos de Melo
Community Development Director

Jack R. Crist
Executive Director

Staff Contact:

Laurie Shiels, Housing Specialist
(650) 637-4717
lshiels@belmont.gov

Jennifer Walker, Associate Planner
(650) 595-7453
jwalker@belmont.gov

REDEVELOPMENT AGENCY RESOLUTION NO. _____

RESOLUTION APPROVING A STANDARD LEASE AGREEMENT FORM FOR LOW TO MODERATE INCOME RENTAL UNITS

WHEREAS, the Agency’s rental of below market rate units supports the goals of the City’s Housing Element, which encourage housing affordability, housing choice, and fair housing; and,

WHEREAS, The Agency desires to assist current and future residents of Belmont in securing housing opportunities that meet their economic and social needs; and,

WHEREAS, the Agency desires to encourage a balance between jobs and housing by supporting suitable housing opportunities for the local workforce; and,

WHEREAS, the rental of below market rate properties provides revenue to the Agency while maintaining the properties; and,

WHEREAS, McDonough Holland & Allen (MHA) has prepared a lease agreement form for the Agency’s LMI rental units; and,

WHEREAS, the Agency has budgeted funds for preparation of lease agreements for the current fiscal year; and,

WHEREAS, implementation of a lease agreement form is not considered a project under the provisions of the California Environmental Quality Act; and,

WHEREAS, a public meeting was duly noticed, held on May 12, 2009, and closed; and,

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Agency of the City of Belmont approves the standard lease agreement form for the Agency’s LMI rental units and Attachment B is incorporated herein by reference.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Redevelopment Agency of the City of Belmont at a regular meeting thereof held on May 12, 2009, by the following vote:

AYES, DIRECTORS: _____

NOES, DIRECTORS: _____

ABSTAIN, DIRECTORS: _____

ABSENT, DIRECTORS: _____

Secretary, Redevelopment Agency

APPROVED:

Chair, Redevelopment Agency

ATTACHMENT B

TEMPLATE RESIDENTIAL LEASE AGREEMENT

DAVEY GLEN CONDOMINIUMS

This Residential Lease Agreement (the "**Lease**") is entered into on _____, 20__, between City of Belmont Redevelopment Agency ("**Landlord**"), whose address and telephone number are One Twin Pines Lane, Suite 310, Belmont, California 94002; (650) 595-7433, and _____. The tenant(s) named in this agreement are the only permitted tenant(s) and are referred to collectively herein as "**Tenant**". Rent will not be accepted from any person not named in Section 5.A.

1. Background.

A. Landlord is a community redevelopment agency formed, organized and existing pursuant to the provisions of the Community Redevelopment Law (Health and Safety Code section 33000 *et seq.*). Pursuant to said law, the Landlord is vested with the responsibility for carrying out the duly-adopted Redevelopment Plan (the "**Redevelopment Plan**") for the Belmont Redevelopment Project (the "**Redevelopment Project**").

B. One of the major goals and objectives of the Redevelopment Plan, and one of the primary purposes of the Community Redevelopment Law, is to improve, increase and preserve the community's supply of low- and moderate-income housing available at affordable housing cost, to persons and families of very low, low or moderate income.

C. The purpose of this Agreement is to effectuate the Redevelopment Plan by providing affordable housing opportunities for lower income persons and households.

2. Description of Premises. Landlord agrees to rent to Tenant a condominium unit commonly known as _____ *[Insert Address: 300 Davey Glen Road, #3507/400 Davey Glen Road, #4606]*, Belmont, California 94002 (the "**Premises**"). The Premises consists of the individual residential condominium unit and the parking space[s] marked ____.

3. Rent. Tenant will pay \$_____ rent per month ("**Rent**"), in advance, on the first day of each month ("**Rent Due Date**") to Landlord. The Rent is calculated not to exceed the product of 30% times *[Insert proper level: 50%/110%]* of the area median income established for the County of San Mateo, adjusted by household size appropriate for the unit, less a reasonable utility allowance for utilities to be paid directly by Tenant, if any, pursuant to Section 12.A. The Rent for any partial month shall be prorated by dividing the monthly Rent by thirty (30) and multiplying the quotient by the number of days Tenant is in possession of the Premises during the partial month.

A. Late Charges. Tenant agrees to pay a late charge of \$25.00 if the Rent is not received within five (5) days of the Rent Due Date ("**Rent Grace Period**"). Tenant and

Landlord agree that Landlord will sustain damage on account of any late payment of Rent including, but not limited to, added accounting, administrative, and management expenses and costs, but that it will be impracticable and extremely difficult to specify the actual amount of such damage. The parties agree that this late charge represents a fair and reasonable estimate of the damages that Landlord will incur by reason of the late payment of Rent. Tenant bears the risk of loss or delay of any payment made by mail. This late charge, which shall be considered additional rent ("**Additional Rent**"), does not establish a grace period; Landlord may serve a Three-Day Notice to Pay Rent or Quit if Rent is not paid by the Rent Due Date.

B. Rent Check Returned for Insufficient Funds. Tenant agrees to pay a service charge of \$25.00 if Tenant's bank returns a Rent check for insufficient funds or Tenant instructs the bank to stop payment of such funds. If the bank returns Tenant's check, Landlord may serve written notice to Tenant that the next rental payments, for a period of up to three months, shall be in cash. In addition, Landlord may serve, in accordance with Civil Code section 827, a 30-day written notice that all future payments must be in the form of electronic funds transfer, cashier's check, or money order.

C. Notice of Failure to Pay Rent; Credit Record Agencies. As required by law, Tenant is hereby notified that a negative credit report reflecting on Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of credit obligations by failing to pay Rent by the Rent Due Date.

4. Term. The term of this Lease will commence on _____, 20__ ("**Commencement Date**"), and continue for one year until _____, 20__, at which time the Lease shall terminate without further notice ("**Expiration Date**") (the time between the Commencement Date and Expiration Date will be known as the "**Term**"). A new one-year tenancy shall be created only if Landlord: (a) recertifies Tenant's income and asset eligibility as provided in Section 6 below; and (b) accepts Rent from Tenant thereafter.

5. Occupants.

A. Identification. The Premises will be occupied only by the following named persons, each of whom has executed this Lease: _____, and _____ minor children, who need not execute this Lease. No other person may live in the Premises without Landlord's prior written permission.

B. Guests. Tenant shall not permit any guests or invitees to live within the Premises for more than two (2) days or nights in a one-year period without the advance written consent of the Landlord. Failure to comply with this requirement shall be considered a breach of this Lease.

C. Joint and Several Liability. This Lease is between Landlord and each named Tenant. Each Tenant is jointly and severally responsible for performance of all obligations under this Lease, including the payment of Rent.

6. Eligibility. Tenant's eligibility to occupy the Premises is based on information that Tenant has provided to Landlord regarding Tenant's income and assets, including Tenant's qualification as a _____ [*Insert proper level: very low/moderate*] income

household earning less than ***[Insert proper level: fifty percent (50%)/ one hundred twenty percent (120%)]*** of area median income, as adjusted for household size for San Mateo County. No earlier than sixty (60) days and no later than thirty (30) days prior to expiration of the initial Term (and, if the initial Term is extended by Landlord as provided herein, each year thereafter), the Tenant shall provide updated income and asset information on the form Landlord provides. Tenant represents and warrants that all such information provided to Landlord is and shall be true, complete, and correct to the best of Tenant's knowledge. Tenant further agrees that failure to provide such information, or deliberately providing false or misleading information, shall be a default hereunder and, at Landlord's option, shall result in the termination of this Lease and Tenant's eviction from the Premises. Tenant agrees that all information supplied by Tenant shall be subject to verification by Landlord.

If, based upon the annual income and asset eligibility review, Landlord determines that Tenant continues to qualify for the ***[Insert proper level: very low/moderate]*** income category initially designated for the Premises, then the Term of this Lease may be extended by Landlord in its discretion for an additional one (1) year and the monthly base rent shall be adjusted as provided below. If Tenant no longer qualifies for the ***[Insert proper level: very low/moderate]*** income category initially designated for the Premises, then the Term shall not be extended and Landlord may terminate this Lease by written notice to Tenant. Tenant shall vacate the Premises no later than sixty (60) days following the date of such notice of termination. At the discretion of Landlord, an additional thirty (30) day extension may be granted.

Upon any extension of the Lease Term as provided above, the monthly base rent shall be adjusted so that monthly base rent for the remainder of the term remains equal to the product of 1/12 multiplied by thirty percent (30%) times ***[Insert proper level: 50%/110%]*** of the area median income established for the County of San Mateo, adjusted by household size appropriate for the unit, less a reasonable utility allowance for utilities to be paid directly by Tenant, if any, pursuant to Section 12.A., as determined by Landlord.

7. Indemnification of Landlord; Waiver.

A. **Indemnification:** Tenant shall indemnify Landlord for any liability arising during the Term of this Lease for personal injuries, bodily injuries, death, or property damage caused by the negligent, willful, or intentional conduct of Tenant, its guests or invitees. This Section does not waive Landlord's duty of care to prevent personal injury or property damage when that duty is imposed by law.

B. **Waiver and Release:** Tenant hereby waives, releases and discharges forever Landlord, City of Belmont, and its and their employees, officers, volunteers, agents and representatives, from any and all present and future claims for personal injuries, bodily injuries, death, or property damage arising out of or in any way connected with Tenant's use and occupancy of the Premises, except to the extent that such claims are caused by the sole negligence, active negligence, or willful misconduct of Landlord.

8. Deposits and Screening Fees.

A. Security Deposit. Tenant will deposit with Landlord the sum of \$____.____ (two months rent) as a security deposit ("**Security Deposit**"). Landlord will hold the Security Deposit for the faithful performance by Tenant of Tenant's obligations under this Lease, including payment of Rent, repair of damages to the Premises, exclusive of ordinary wear and tear, caused by Tenant or Tenant's guests or invitees, and cleaning of the Premises on termination or expiration of the tenancy, and to remedy any default in Tenant's obligation under the Lease to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear. Within three weeks after Tenant has vacated the Premises, Landlord will furnish Tenant with an itemized written statement of the basis for, and amount of, the Security Deposit retained and its expenditure, and will return any remaining portion of the Security Deposit to Tenant. No trust relationship between Landlord and Tenant is created on account of the Security Deposit, and Landlord may commingle the Security Deposit with other funds of Landlord.

B. Move-Out Inspection. Tenant agrees to participate in a move-out inspection with Landlord at the time of vacating. If Tenant fails or refuses to participate in a move-out inspection, Landlord's written inspection report will be conclusively presumed to be correct.

C. Vacating Co-Tenant. At the sole and exclusive option of the Landlord, the Security Deposit shall not be returned nor an accounting be due until the last of the named Tenants vacate the Premises. Any Tenant vacating the Premises shall receive a reimbursement for his or her share of the Security Deposit from any Tenant remaining in possession of the Premises.

D. Replenishment and Increase of Deposit. If all or any portion of Tenant's Security Deposit is applied by Landlord during the Term of this Lease to make repairs to the Premises, Landlord may demand that Tenant replenish the Security Deposit to the amount specified in Section 8.A. Tenant's failure to replenish such amount within ten (10) days after written demand by Landlord will constitute a material breach of this Lease. Landlord's written demand for replenishment will include an itemized statement describing the disposition of the Security Deposit.

E. Increase of Security Deposit. At any time during the Term of this Lease and after thirty (30) days prior written notice to Tenant, Landlord may increase the Security Deposit to the maximum amount then permitted by law. Tenant's failure to deposit such increase in accordance with Landlord's notice will constitute a material breach of this Lease.

9. Condition of Premises. Landlord and Tenant have jointly inspected the Premises and noted the condition of the Premises and of all fixtures, appliances, and furnishings. Attached is an itemized statement of that inspection, including all deficiencies noted and corrective action to be taken, if any. Except as noted in the statement, Tenant agrees that the Premises, fixtures, appliances, and furnishings are in satisfactory condition.

10. Assignment and Subletting. Tenant may not assign its interests under this Lease or sublet any portion of the Premises.

11. Use of Premises. The Premises are rented to Tenant for Tenant's primary residential purposes only, and may not be used by Tenant for any other purpose.

12. Utilities.

A. Utilities, Generally. The following utility services shall be provided by Landlord, at its cost, and are included in the Rent to be paid by Tenant under Section 3: garbage collection, sewer, water, electricity, gas and other heating and refrigerating fuels. All other utilities or services provided to the Premises shall be at Tenant's sole cost and expense, including without limitation: telephone service, cable or satellite television service, etc.

B. Limitation of Liability. Landlord will not be liable for any losses or damages that result from outages, interruptions, or fluctuations in utilities provided to the Premises, unless such loss or damage was the direct result of the willful conduct or active negligence of Landlord or Landlord's employees. Tenant hereby releases Landlord from any and all such claims arising from or relating to such outages, interruptions, or fluctuations. Tenant hereby waives any and all claims for offset, Rent reduction, or diminished value of the Premises due to such outages, interruptions, or fluctuations.

C. Tampering. Tenant agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or submetering system or device. Violation of this Section is a material and substantial breach of the Lease and will entitle Landlord to all available remedies under the Lease or applicable laws.

D. No Waiver/Receiving Rent. Landlord's receipt of Rent with knowledge of Tenant's failure to pay utility charges does not waive Landlord's right to enforce any covenant of this Lease.

13. Tenant's Obligations and Restrictions.

A. Compliance with Laws. Tenant shall comply with all governmental laws including, but not limited to, the City of Belmont Municipal Code in the use and occupancy of the Premises. Failure to comply with any governmental law shall be cause for eviction.

B. Rules. Tenant shall comply with written rules issued by Landlord from time to time regarding use of the Premises. A copy of the current rules is attached and incorporated herein by reference.

C. Obligation To Maintain the Leased Premises. Tenant agrees to perform the following obligations:

(1) To keep the Premises as clean and sanitary as their condition permits;

(2) To dispose of all rubbish, garbage, and other waste in a clean and sanitary manner;

(3) To use and operate properly all electrical, gas, and plumbing fixtures and pipes, and to keep them as clean and sanitary as their condition permits;

(4) To refrain from willfully or wantonly destroying, defacing, damaging, impairing, or removing any part of the Premises or the facilities, equipment, or appurtenances, or permitting any person on the Premises to commit such acts; and

(5) To occupy the Premises as Tenant's abode, utilizing designated portions of the Premises for living, sleeping, cooking, and dining purposes.

D. Obligation To Refrain from Disturbance; Waste. Tenant may not disturb, annoy, endanger, molest, or interfere with other occupants of neighboring units or buildings. Tenant shall not commit waste or nuisance.

14. Death/Disability of Tenant Subject to Vacancy Control. Tenant may not cause this Lease to be assigned, either voluntarily or involuntarily. If no cotenant previously approved by Landlord in writing remains in the Premises after Tenant's death or removal due to disability, this Lease shall be considered terminated and the Premises voluntarily vacated thirty (30) days after the death or removal of Tenant. Any representative of Tenant's estate in possession of the Premises during the 30-day period following Tenant's death or removal shall not be considered to be a subtenant approved by Landlord. Any payment of Rent during and for the 30-day period shall be considered to be made on behalf of decedent or decedent's estate and shall not create a new tenancy.

15. Conditions Governing Tenant Repairs and Alterations. Tenant may not make repairs or alterations to the Premises without first obtaining Landlord's written consent. Tenant shall notify Landlord in writing of any repairs or alterations contemplated. Tenant shall hold Landlord harmless from any mechanics lien recordation or proceeding caused by Tenant. On completion, any such alterations become part of the Premises.

16. Entry on Premises and Notice. On not less than twenty-four (24) hours advance notice, Tenant must make the Premises available, at a time acceptable to Tenant during normal business hours, for entry by Landlord or its agent for the purpose of:

A. Making necessary or agreed-on repairs, decorations, alterations, or improvements;

B. Supplying necessary or agreed-on services; or

C. Showing the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

In case of emergency, or Tenant's abandonment or surrender of the Premises, Landlord or its agent may enter the Premises at any time without securing Tenant's prior permission.

17. Changing Locks. Landlord currently has a key to the Premises. Tenant may not change the lock or add a lock without Landlord's prior written consent, and without furnishing to Landlord a key to the changed or added lock.

18. **Pets.** Tenant may not keep animals or pets on or about the Premises.

19. **Abandonment.** Tenant shall not vacate or abandon the Premises at any time during the term of this Lease. In accordance with Civil Code section 1951.3, abandonment shall be conclusively presumed where rent has been due and unpaid for at least fourteen (14) consecutive days, and Tenant has failed to respond to a written notice of abandonment within fifteen (15) days of personal service or eighteen (18) days after the date the notice of abandonment is deposited in the mail. If Tenant shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law, or otherwise, then Landlord shall have the right to take immediate possession of and re-enter the Premises, and remove any personal property therein; and Tenant hereby waives any and all claim for damages arising out of such entry or removal of property.

20. **Breach of Covenant.**

A. **Material and Reasonable.** The parties consider each and every term, covenant, and provision of this Lease to be material and reasonable.

B. **Consequences of Breach; Notice.** For any breach of a covenant or condition of this Lease, including the payment of Rent, Landlord may, at its option, serve a three-day notice on Tenant (1) specifying the nature of the breach, and (2) demanding that Tenant cure the breach if the breach can be cured. The notice may further declare that, if Tenant fails to cure a curable breach within the 3-day period or if the breach is not curable, the tenancy is terminated and Tenant forfeits all rights under this Lease.

21. **Holding Over; Statutory Damages.** If Tenant maliciously remains in possession of the Premises after the Expiration Date, or after termination of the tenancy, Landlord may recover statutory damages of up to \$600 in addition to the Rent due and any actual damages.

22. **Personal Property Remaining on Premises.** After Tenant vacates the Premises, either by expiration of the Term or on termination of the tenancy, Landlord must give the notices required by law concerning disposition of any personal property of Tenant that remains on the Premises. Tenant is responsible for all reasonable costs of storing such personal property. The property will be released to Tenant or its rightful owner only after Tenant or the rightful owner pays to Landlord the reasonable costs of storage within the time required by law.

23. **Attorneys' Fees.** In any legal action brought by either party to enforce the terms of this Lease, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorneys' fees.

24. **Lead Disclosure.**

[Check if following statement applies] Lead Disclosure: If checked, the Premises were built before 1978 and the following must be completed by the Landlord, Tenant, and real estate agent, if any.

Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting housing built before

1978, Landlords must disclose the presence of known lead-based paint and/or lead-based paint or other lead-based hazards in the dwelling. Tenants must also receive a federally-approved pamphlet on lead poisoning prevention.

LANDLORD'S DISCLOSURE

[Initial to show accord] _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises. See attached Lead Hazard Disclosure Statement.

TENANT'S ACKNOWLEDGMENT

[Initial to show accord] _____ Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."

REAL ESTATE AGENT'S ACKNOWLEDGMENT

[Initial to show accord] _____ Real Estate Agent has informed the Landlord of the Landlord's obligations under Title 42, United States Code section 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy: The following parties/agents have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

Landlord:

Tenant:

Real Estate Agent:

25. No Waiver. Waiver by either party of a breach of any covenant of this Lease will not constitute a continuing waiver of any subsequent breach. Landlord's receipt of Rent with knowledge of Tenant's violation of a covenant does not waive Landlord's right to enforce any covenant of this Lease. No waiver by either party of a provision of this Lease will be considered to have been made unless expressed in writing and signed by all parties.

26. Nondiscrimination. Landlord shall refrain from restricting the rental or lease of the Premises on any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph 1 of subdivision (p) of section 12955, and section 12955.2 of the Government Code.

27. Relocation Assistance Waiver. Tenant, on behalf of himself/herself and any other occupant or occupants located on the Premises, fully releases and discharges Landlord (in its capacity as Landlord and otherwise as a municipal corporation) from all and any manner of rights, demands, liabilities, obligations, claims, or causes of action, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the purchase and sale of the Premises, the termination or expiration of Tenant's leasehold interest as permitted under this Lease (collectively, "**Relocation Claims**"), including the specific waiver and release of any right to any relocation benefits, assistance and/or payments under California Government Code section 7260 *et seq.* and implementing regulations, or any federal laws ("**Relocation Assistance Law**"). Tenant acknowledges and agrees that the release and waiver set forth in this Section 27 is material

consideration for Landlord's lease of the Premises to Tenant on the terms set forth in the Lease and that, but for this release and waiver, Landlord would not have leased the Premises to Tenant.

28. CC&Rs. The Premises and the Belmont Condominium Development are subject to that certain Declaration of Covenants, Conditions, and Restrictions, attached hereto ("CC&Rs"). Tenant shall comply with all rules and restrictions of the CC&Rs.

29. Entire Agreement. This Lease contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

30. Manager. As agent for Landlord, Whitley Property Management, Inc., shall be managing this Lease and the Premises, and shall be authorized to act on Landlord's behalf.

31. Service of Notices.

A. For the purpose of service of process and service of notices and demands, Tenant's address is [*Insert Address: 300 Davey Glen Road, #3507/400 Davey Glen Road, #4606*], Belmont, California 94002.

B. Notices, demands, and service of process for Landlord may be served on Landlord at the following street address and telephone number: One Twin Pines Lane, Suite 310, Belmont, California 94002; (650) 595-7416.

32. Attachments. By initialing as provided, Tenant acknowledges receipt of those indicated attachments, copies of which are attached hereto and incorporated by reference:

- A. CC&Rs: _____ (Initials)
- B. Rules: _____ (Initials)
- C. Inspection List: _____ (Initials)
- D. Lead Informational Booklet: _____ (Initials)
- E. Megan's Law Notice: _____ (Initials)

LANDLORD:

City of Belmont Redevelopment Agency

Dated: _____, 20__

TENANT:

Dated: _____, 20__

Dated: _____, 20__

RULES

Car Care: Repairs of automobiles or other vehicles on or about the Premises are not permitted. Tenant (and/or Tenant's invitees) shall not store any non-operating or derelict motor vehicles on or around the Premises. Upon Landlord's request, Tenant shall demonstrate that any motor vehicle parked on or around the Premises by Tenant is in operating condition. Tenant, at Tenant's sole expense, shall remove any non-operating vehicle from the Property within twenty-four (24) hours notice.

Upkeep/Garbage: Tenant shall keep the Premises clean, sanitary and free from objectionable odors; use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended; not litter the grounds of the Premises; keep furniture inside the unit; keep unsightly items out of vision; and remove garbage and other waste from the Premises, assigned storage, and parking areas, if any.

Tenant shall recycle whenever possible in order to keep down the cost of refuse collection and to help the environment. All garbage and recyclable materials are to be placed within the appropriate container so as to keep the surrounding area clean and orderly. Cardboard boxes, etc. must be broken-down and stacked neatly between the containers in readiness for pickup.

Tenant shall, at its expense, dispose of any refuse or furniture item which is not appropriate or too large to be placed in the garbage receptacle.

Keys: Tenant shall take care not to lock themselves out of the Premises. A \$35.00 fee will be charged for re-entry.

All doors must be locked during absence of the Tenant. When leaving for more than five (5) consecutive days, Tenant shall notify Landlord's Manager how long Tenant will be away from the Premises.

Tenant shall not conduct business or commercial activities in or from the Premises.

Tenant shall not undertake or permit his or her family or guests to undertake any hazardous act or do anything that will increase the insurance premiums for the Premises; such action shall constitute material non-compliance with the terms of the Lease. The use or storage of gasoline, cleaning solvent, or other combustibles in the Premises is prohibited. The use of charcoal barbecues is prohibited unless consent is obtained from Landlord.

Laundry: Laundry or other articles may only be hung inside the Premises, away from public view. No liquid bleach is allowed to be carried through carpeted areas.

Children: Children on the Premises must be supervised by a responsible adult at all times. Parents are held solely responsible for their children's actions and are financially responsible for any damages caused by their children. Visitor's children are to follow the same rules and regulations as resident's children. Resident adults will be held responsible for the actions of their visitor's children.

Hazards: No electric or kerosene heaters shall be utilized in the Premises. Besides

being a fire hazard, electric or kerosene heaters can overload the circuits causing power outages.

No weapons of any kind may be worn, concealed, or stored on the Premises.

Smoke Detectors:

The Premises are equipped with a smoke detection device. Tenant acknowledges the smoke detector(s) have been tested and its (their) operation explained by Landlord in the presence of Tenant at the time of initial occupancy and the detectors were working properly at that time. Each Tenant shall perform the manufacture's recommended test to determine if the smoke detectors are operating properly. Tenant must inform Landlord immediately in writing of any defect, malfunction or failure of any detector(s).

Rental Insurance:

Landlord is not responsible for damages to Tenant's personal property caused by fire, flood, theft or vandalism. **LANDLORD STRONGLY RECOMMENDS THAT ALL RESIDENTS OBTAIN PERSONAL PROPERTY INSURANCE**

ATTACHMENT B
TEMPLATE RESIDENTIAL LEASE AGREEMENT
SINGLE FAMILY RESIDENTIAL UNIT (30 OXFORD)

This Residential Lease Agreement (the "**Lease**") is entered into on _____, 20__, between City of Belmont Redevelopment Agency ("**Landlord**"), whose address and telephone number are One Twin Pines Lane, Suite 310, Belmont, California 94002; (650) 595-7433, and _____. The tenant(s) named in this agreement are the only permitted tenant(s) and are referred to collectively herein as "**Tenant**". Rent will not be accepted from any person not named in Section 5.A.

33. Background.

A. Landlord is a community redevelopment agency formed, organized and existing pursuant to the provisions of the Community Redevelopment Law (Health and Safety Code section 33000 *et seq.*). Pursuant to said law, the Landlord is vested with the responsibility for carrying out the duly-adopted Redevelopment Plan (the "**Redevelopment Plan**") for the Belmont Redevelopment Project (the "**Redevelopment Project**").

B. One of the major goals and objectives of the Redevelopment Plan, and one of the primary purposes of the Community Redevelopment Law, is to improve, increase and preserve the community's supply of low- and moderate-income housing available at affordable housing cost, to persons and families of very low, low or moderate income.

C. The purpose of this Agreement is to effectuate the Redevelopment Plan by providing affordable housing opportunities for lower-income persons and households.

34. Description of Premises. Landlord agrees to rent to Tenant a single family house commonly known as 30 Oxford Place, Belmont, California 94002 (the "**Premises**"). The Premises consists of the single-family residential unit, the immediately surrounding yard area and the access driveway from the nearby public road.

35. Rent. Tenant will pay \$_____.__ rent per month ("**Rent**"), in advance, on the first day of each month ("**Rent Due Date**") to Landlord. The Rent is calculated not to exceed the product of 30% times 110% of the area median income established for the County of San Mateo, adjusted by household size appropriate for the unit, less a reasonable utility allowance for utilities to be paid directly by Tenant, if any, pursuant to Section 12.A. The Rent for any partial month shall be prorated by dividing the monthly Rent by thirty (30) and multiplying the quotient by the number of days Tenant is in possession of the Premises during the partial month.

A. Late Charges. Tenant agrees to pay a late charge of \$25.00 if the Rent is not received within five (5) days of the Rent Due Date ("**Rent Grace Period**"). Tenant and Landlord agree that Landlord will sustain damage on account of any late payment of Rent

including, but not limited to, added accounting, administrative, and management expenses and costs, but that it will be impracticable and extremely difficult to specify the actual amount of such damage. The parties agree that this late charge represents a fair and reasonable estimate of the damages that Landlord will incur by reason of the late payment of Rent. Tenant bears the risk of loss or delay of any payment made by mail. This late charge, which shall be considered additional rent ("**Additional Rent**"), does not establish a grace period; Landlord may serve a Three-Day Notice to Pay Rent or Quit if Rent is not paid by the Rent Due Date.

B. Rent Check Returned for Insufficient Funds. Tenant agrees to pay a service charge of \$25.00 if Tenant's bank returns a Rent check for insufficient funds or Tenant instructs the bank to stop payment of such funds. If the bank returns Tenant's check, Landlord may serve written notice to Tenant that the next rental payments, for a period of up to three months, shall be in cash. In addition, Landlord may serve, in accordance with Civil Code section 827, a 30-day written notice that all future payments must be in the form of electronic funds transfer, cashier's check, or money order.

C. Notice of Failure to Pay Rent; Credit Record Agencies. As required by law, Tenant is hereby notified that a negative credit report reflecting on Tenant's credit record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of credit obligations by failing to pay Rent by the Rent Due Date.

36. Term. The term of this Lease will commence on _____, 20__ ("**Commencement Date**"), and continue for one year until _____, 20__, at which time the Lease shall terminate without further notice ("**Expiration Date**") (the time between the Commencement Date and Expiration Date will be known as the "**Term**"). A new one-year tenancy shall be created only if Landlord: (a) recertifies Tenant's income and asset eligibility as provided in Section 6 below; and (b) accepts Rent from Tenant thereafter.

37. Occupants.

A. Identification. The Premises will be occupied only by the following named persons, each of whom has executed this Lease: _____, and _____ minor children, who need not execute this Lease. No other person may live in the Premises without Landlord's prior written permission.

B. Guests. Tenant shall not permit any guests or invitees to live within the Premises for more than two (2) days or nights in a one-year period without the advance written consent of the Landlord. Failure to comply with this requirement shall be considered a breach of this Lease.

C. Joint and Several Liability. This Lease is between Landlord and each named Tenant. Each Tenant is jointly and severally responsible for performance of all obligations under this Lease, including the payment of Rent.

38. Eligibility. Tenant's eligibility to occupy the Premises is based on information that Tenant has provided to Landlord regarding Tenant's income and assets, including Tenant's qualification as a _____ moderate income household earning less than one hundred twenty percent (120%) of area median income, as adjusted for household size for San

Mateo County. No earlier than sixty (60) days and no later than thirty (30) days prior to expiration of the initial Term (and, if the initial Term is extended by Landlord as provided herein, each year thereafter), the Tenant shall provide updated income and asset information on the form Landlord provides. Tenant represents and warrants that all such information provided to Landlord is and shall be true, complete, and correct to the best of Tenant's knowledge. Tenant further agrees that failure to provide such information, or deliberately providing false or misleading information, shall be a default hereunder and, at Landlord's option, shall result in the termination of this Lease and Tenant's eviction from the Premises. Tenant agrees that all information supplied by Tenant shall be subject to verification by Landlord.

If, based upon the annual income and asset eligibility review, Landlord determines that Tenant continues to qualify for the moderate income category initially designated for the Premises, then the Term of this Lease may be extended by Landlord in its discretion for an additional one (1) year and the monthly base rent shall be adjusted as provided below. If Tenant no longer qualifies for the moderate income category initially designated for the Premises, then the Term shall not be extended and Landlord may terminate this Lease by written notice to Tenant. Tenant shall vacate the Premises no later than sixty (60) days following the date of such notice of termination. At the discretion of Landlord, an additional thirty (30) day extension may be granted.

Upon any extension of the Lease Term as provided above, the monthly base rent shall be adjusted so that monthly base rent for the remainder of the term remains equal to the product of 1/12 multiplied by thirty percent (30%) times one hundred and ten percent (110%) of the area median income established for the County of San Mateo, adjusted by household size appropriate for the unit, less a reasonable utility allowance for utilities to be paid directly by Tenant, if any, pursuant to Section 12.A., as determined by Landlord.

39. Indemnification of Landlord; Waiver.

A. **Indemnification:** Tenant shall indemnify Landlord for any liability arising during the Term of this Lease for personal injuries, bodily injuries, death, or property damage caused by the negligent, willful, or intentional conduct of Tenant, its guests or invitees. This Section does not waive Landlord's duty of care to prevent personal injury or property damage when that duty is imposed by law.

B. **Waiver and Release:** Tenant hereby waives, releases and discharges forever Landlord, City of Belmont, and its and their employees, officers, volunteers, agents and representatives, from any and all present and future claims for personal injuries, bodily injuries, death, or property damage arising out of or in any way connected with Tenant's use and occupancy of the Premises, except to the extent that such claims are caused by the sole negligence, active negligence, or willful misconduct of Landlord.

40. Deposits and Screening Fees.

A. **Security Deposit.** Tenant will deposit with Landlord the sum of \$ _____. (two months rent) as a security deposit ("**Security Deposit**"). Landlord will hold the Security Deposit for the faithful performance by Tenant of Tenant's obligations under this Lease,

including payment of Rent, repair of damages to the Premises, exclusive of ordinary wear and tear, caused by Tenant or Tenant's guests or invitees, and cleaning of the Premises on termination or expiration of the tenancy, and to remedy any default in Tenant's obligation under the Lease to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear. Within three weeks after Tenant has vacated the Premises, Landlord will furnish Tenant with an itemized written statement of the basis for, and amount of, the Security Deposit retained and its expenditure, and will return any remaining portion of the Security Deposit to Tenant. No trust relationship between Landlord and Tenant is created on account of the Security Deposit, and Landlord may commingle the Deposit with other funds of Landlord.

B. Move-Out Inspection. Tenant agrees to participate in a move-out inspection with Landlord at the time of vacating. If Tenant fails or refuses to participate in a move-out inspection, Landlord's written inspection report will be conclusively presumed to be correct.

C. Vacating Co-Tenant. At the sole and exclusive option of the Landlord, the Security Deposit shall not be returned nor an accounting be due until the last of the named Tenants vacate the Premises. Any Tenant vacating the Premises shall receive a reimbursement for his or her share of the Security Deposit from any Tenant remaining in possession of the Premises.

D. Replenishment and Increase of Deposit. If all or any portion of Tenant's Security Deposit is applied by Landlord during the Term of this Lease to make repairs to the Premises, Landlord may demand that Tenant replenish the Security Deposit to the amount specified in Section 8.A. Tenant's failure to replenish such amount within ten (10) days after written demand by Landlord will constitute a material breach of this Lease. Landlord's written demand for replenishment will include an itemized statement describing the disposition of the Security Deposit.

E. Increase of Security Deposit. At any time during the Term of this Lease and after thirty (30) days prior written notice to Tenant, Landlord may increase the Security Deposit to the maximum amount then permitted by law. Tenant's failure to deposit such increase in accordance with Landlord's notice will constitute a material breach of this Lease.

41. Condition of Premises. Landlord and Tenant have jointly inspected the Premises and noted the condition of the Premises and of all fixtures, appliances, and furnishings. Attached is an itemized statement of that inspection, including all deficiencies noted and corrective action to be taken, if any. Except as noted in the statement, Tenant agrees that the Premises, fixtures, appliances, and furnishings are in satisfactory condition.

42. Assignment and Subletting. Tenant may not assign its interests under this Lease or sublet any portion of the Premises.

43. Use of Premises. The Premises are rented to Tenant for Tenant's primary residential purposes only, and may not be used by Tenant for any other purpose.

44. Utilities.

A. Utilities, Generally. The following utility services shall be provided by Landlord, at its cost, and are included in the Rent to be paid by Tenant under Section 3: garbage collection, sewer, water, electricity, gas and other heating and refrigerating fuels. All other utilities or services provided to the Premises shall be at Tenant's sole cost and expense, including without limitation: telephone service, cable or satellite television service, etc.

B. Limitation of Liability. Landlord will not be liable for any losses or damages that result from outages, interruptions, or fluctuations in utilities provided to the Premises, unless such loss or damage was the direct result of the willful conduct or active negligence of Landlord or Landlord's employees. Tenant hereby releases Landlord from any and all such claims arising from or relating to such outages, interruptions, or fluctuations. Tenant hereby waives any and all claims for offset, Rent reduction, or diminished value of the Premises due to such outages, interruptions, or fluctuations.

C. Tampering. Tenant agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service or submetering system or device. Violation of this Section is a material and substantial breach of the Lease and will entitle Landlord to all available remedies under the Lease or applicable laws.

D. No Waiver/Receiving Rent. Landlord's receipt of Rent with knowledge of Tenant's failure to pay utility charges does not waive Landlord's right to enforce any covenant of this Lease.

45. Tenant's Obligations and Restrictions.

A. Compliance with Laws. Tenant shall comply with all governmental laws including, but not limited to, the City of Belmont Municipal Code in the use and occupancy of the Premises. Failure to comply with any governmental law shall be cause for eviction.

B. Rules. Tenant shall comply with written rules issued by Landlord from time to time regarding use of the Premises. A copy of the current rules is attached and incorporated herein by reference.

C. Obligation To Maintain the Leased Premises. Tenant agrees to perform the following obligations:

(1) To keep the Premises as clean and sanitary as their condition permits;

(2) To dispose of all rubbish, garbage, and other waste in a clean and sanitary manner;

(3) To use and operate properly all electrical, gas, and plumbing fixtures and pipes, and to keep them as clean and sanitary as their condition permits;

(4) To refrain from willfully or wantonly destroying, defacing, damaging, impairing, or removing any part of the Premises or the facilities, equipment, or appurtenances, or permitting any person on the Premises to commit such acts; and

(5) To occupy the Premises as Tenant's abode, utilizing designated portions of the Premises for living, sleeping, cooking, and dining purposes.

D. **Obligation To Refrain from Disturbance; Waste.** Tenant may not disturb, annoy, endanger, molest or interfere with other occupants of neighboring units or buildings. Tenant shall not commit waste or nuisance.

46. Death/Disability of Tenant Subject to Vacancy Control. Tenant may not cause this Lease to be assigned, either voluntarily or involuntarily. If no cotenant previously approved by Landlord in writing remains in the Premises after Tenant's death or removal due to disability, this Lease shall be considered terminated and the Premises voluntarily vacated thirty (30) days after the death or removal of Tenant. Any representative of Tenant's estate in possession of the Premises during the 30-day period following Tenant's death or removal shall not be considered to be a subtenant approved by Landlord. Any payment of Rent during and for the 30-day period shall be considered to be made on behalf of decedent or decedent's estate and shall not create a new tenancy.

47. Conditions Governing Tenant Repairs and Alterations. Tenant may not make repairs or alterations to the Premises without first obtaining Landlord's written consent. Tenant shall notify Landlord in writing of any repairs or alterations contemplated. Tenant shall hold Landlord harmless from any mechanics lien recordation or proceeding caused by Tenant. On completion, any such alterations become part of the Premises.

48. Entry on Premises and Notice. On not less than twenty-four (24) hours advance notice, Tenant must make the Premises available, at a time acceptable to Tenant during normal business hours, for entry by Landlord or its agent for the purpose of:

- A. Making necessary or agreed-on repairs, decorations, alterations, or improvements;
- B. Supplying necessary or agreed-on services; or
- C. Showing the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.

In case of emergency, or Tenant's abandonment or surrender of the Premises, Landlord or its agent may enter the Premises at any time without securing Tenant's prior permission.

49. Changing Locks. Landlord currently has a key to the Premises. Tenant may not change the lock or add a lock without Landlord's prior written consent, and without furnishing to Landlord a key to the changed or added lock.

50. Pets. Tenant may keep household pets on or about the Premises upon prior written approval from Landlord and Landlord's receipt of a \$500.00 deposit per pet (the "**Pet Deposit**"). The Pet Deposit shall be in addition to the Security Deposit and may be used for the same purposes set forth herein for the use of the Security Deposit, and any remaining portion of the Pet Deposit shall be returned to Tenant in the same manner as set forth for the Security Deposit. Notwithstanding the foregoing, however, the following dog breeds (pure or mixed) are

not permitted pets: Pit Bull, Rottweiler, German Shepherd, Husky, Malamute, Wolf-dog Hybrid, Akita, Chow-Chow, Doberman-Pinscher, Great Dane, St. Bernard, Presa Canario, Staffordshire Bull Terrier, and Bull Terrier.

51. Automobile Repair Prohibited. Tenant may repair automobiles, motorcycles, other motor vehicles, or any other heavy machinery within the garage, but in no event shall Tenant make such repairs anywhere on the driveway or any other portion of the Premises.

52. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the term of this Lease. In accordance with Civil Code section 1951.3, abandonment shall be conclusively presumed where rent has been due and unpaid for at least fourteen (14) consecutive days, and Tenant has failed to respond to a written notice of abandonment within fifteen (15) days of personal service or eighteen (18) days after the date the notice of abandonment is deposited in the mail. If Tenant shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law, or otherwise, then Landlord shall have the right to take immediate possession of, and re-enter the Premises, and remove any personal property therein; and Tenant hereby waives any and all claim for damages arising out of such entry or removal of property.

53. Breach of Covenant.

A. Material and Reasonable. The parties consider each and every term, covenant, and provision of this Lease to be material and reasonable.

B. Consequences of Breach; Notice. For any breach of a covenant or condition of this Lease, including the payment of Rent, Landlord may, at its option, serve a three-day notice on Tenant (1) specifying the nature of the breach, and (2) demanding that Tenant cure the breach if the breach can be cured. The notice may further declare that, if Tenant fails to cure a curable breach within the 3-day period or if the breach is not curable, the tenancy is terminated and Tenant forfeits all rights under this Lease.

54. Holding Over; Statutory Damages. If Tenant maliciously remains in possession of the Premises after the Expiration Date, or after termination of the tenancy, Landlord may recover statutory damages of up to \$600 in addition to the Rent due and any actual damages.

55. Personal Property Remaining on Premises. After Tenant vacates the Premises, either by expiration of the Term or on termination of the tenancy, Landlord must give the notices required by law concerning disposition of any personal property of Tenant that remains on the Premises. Tenant is responsible for all reasonable costs of storing such personal property. The property will be released to Tenant or its rightful owner only after Tenant or the rightful owner pays to Landlord the reasonable costs of storage within the time required by law.

56. Attorneys' Fees. In any legal action brought by either party to enforce the terms of this Lease, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorneys' fees.

57. Lead Disclosure.

[Check if following statement applies] Lead Disclosure: If checked, the Premises were built before 1978 and the following must be completed by the Landlord, Tenant, and real estate agent, if any.

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

LANDLORD'S DISCLOSURE

[Initial to show accord] _____ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Premises. See attached Lead Hazard Disclosure Statement.

TENANT'S ACKNOWLEDGMENT

[Initial to show accord] _____ Tenant has received the pamphlet "Protect Your Family from Lead in Your Home."

REAL ESTATE AGENT'S ACKNOWLEDGMENT

[Initial to show accord] _____ Real Estate Agent has informed the Landlord of the Landlord's obligations under Title 42, United States Code section 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy: The following parties/agents have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

Landlord: _____
Tenant: _____
Real Estate Agent: _____

58. No Waiver. Waiver by either party of a breach of any covenant of this Lease will not constitute a continuing waiver of any subsequent breach. Landlord's receipt of Rent with knowledge of Tenant's violation of a covenant does not waive Landlord's right to enforce any covenant of this Lease. No waiver by either party of a provision of this Lease will be considered to have been made unless expressed in writing and signed by all parties.

59. Nondiscrimination. Landlord shall refrain from restricting the rental or lease of the Premises on any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph 1 of subdivision (p) of section 12955, and section 12955.2 of the Government Code.

60. Relocation Assistance Waiver. Tenant, on behalf of himself/herself and any other occupant or occupants located on the Premises, fully releases and discharges Landlord (in its capacity as Landlord and otherwise as a municipal corporation) from all and any manner of rights, demands, liabilities, obligations, claims, or causes of action, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the purchase and sale of the Premises, the termination or

expiration of Tenant's leasehold interest as permitted under this Lease (collectively, "**Relocation Claims**"), including the specific waiver and release of any right to any relocation benefits, assistance and/or payments under California Government Code section 7260 *et seq.* and implementing regulations, or any federal laws ("**Relocation Assistance Law** "). Tenant acknowledges and agrees that the release and waiver set forth in this Section 60 is material consideration for Landlord's lease of the Premises to Tenant on the terms set forth in the Lease and that, but for this release and waiver, Landlord would not have leased the Premises to Tenant.

61. Entire Agreement. This Lease contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

62. Manager. As agent for Landlord, Whitley Property Management, Inc., shall be managing this Lease and the Premises, and shall be authorized to act on Landlord's behalf.

63. Service of Notices.

A. For the purpose of service of process and service of notices and demands, Tenant's address is 30 Oxford Place, Belmont, California 94002.

B. Notices, demands, and service of process for Landlord may be served on Landlord at the following street address and telephone number: One Twin Pines Lane, Suite 310, Belmont, California 94002; (650) 595-7416.

64. Attachments. By initialing as provided, Tenant acknowledges receipt of those indicated attachments, copies of which are attached hereto and incorporated by reference:

A. **Rules:** _____ (Initials)

B. **Lead Information Booklet:** _____ (Initials)

C. **Inspection List:** _____ (Initials)

LANDLORD:

City of Belmont Redevelopment Agency

Dated: _____, 20__

TENANT:

Dated: _____, 20__

Dated: _____, 20__

RULES

- Car Care:** Repairs of automobiles or other vehicles on or about the Premises are not permitted. Tenant (and/or Tenant's invitees) shall not store any non-operating or derelict motor vehicles on or around the Premises. Upon Landlord's request, Tenant shall demonstrate that any motor vehicle parked on or around the Premises by Tenant is in operating condition. Tenant, at Tenant's sole expense, shall remove any non-operating vehicle from the property within twenty-four (24) hours notice.
- Garage:** Tenant shall use the parking garage for storage purposes only and not as additional living space. The garage may not be used for bedroom or living room purposes. The garage door shall remain closed when not in use. Tenant shall keep the garage clean, sanitary and free from objectionable items and odors.
- Upkeep/Garbage:** Tenant shall keep the Premises clean, sanitary and free from objectionable odors; use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended; not litter the grounds of the Premises; keep furniture inside the unit; keep unsightly items out of vision; and remove garbage and other waste from the Premises, assigned storage, and parking areas, if any.
Tenant shall recycle whenever possible in order to keep down the cost of refuse collection and to help the environment. All garbage and recyclable materials are to be placed within the appropriate container so as to keep the surrounding area clean and orderly. Cardboard boxes, etc. must be broken-down and stacked neatly between the containers in readiness for pickup.
Tenant shall, at its expense, dispose of any refuse or furniture item which is not appropriate or too large to be placed in the garbage receptacle.
- Keys:** Tenant shall take care not to lock themselves out of the Premises. A \$35.00 fee will be charged for re-entry.
All doors must be locked during absence of the Tenant. When leaving for more than five (5) consecutive days, Tenant shall notify Landlord's Manager how long Tenant will be away from the Premises.
Tenant shall not conduct business or commercial activities in or from the Premises.
Tenant shall not undertake or permit his or her family or guests to undertake any hazardous act or do anything that will increase the insurance premiums for the Premises; such action shall constitute material non-compliance with the terms of the Lease. The use or storage of gasoline, cleaning solvent, or other combustibles in the Premises is prohibited. The use of charcoal barbecues is prohibited unless consent is obtained from Landlord.
- Laundry:** Laundry or other articles may only be hung inside the Premises, away from public view. No liquid bleach is allowed to be carried through carpeted areas.
- Children:** Children on the Premises must be supervised by a responsible adult at all times. Parents are held solely responsible for their children's actions and

are financially responsible for any damages caused by their children. Visitor's children are to follow the same rules and regulations as resident's children. Resident adults will be held responsible for the actions of their visitor's children.

Hazards:

No electric or kerosene heaters shall be utilized in the Premises. Besides being a fire hazard, electric or kerosene heaters can overload the circuits causing power outages.

No weapons of any kind may be worn, concealed, or stored on the Premises.

Smoke Detectors:

The Premises are equipped with a smoke detection device. Tenant acknowledges the smoke detector(s) have been tested and its (their) operation explained by Landlord in the presence of Tenant at the time of initial occupancy and the detectors were working properly at that time. Each Tenant shall perform the manufacture's recommended test to determine if the smoke detectors are operating properly. Tenant must inform Landlord immediately in writing of any defect, malfunction or failure of any detector(s).

Rental Insurance:

Landlord is not responsible for damages to Tenant's personal property caused by fire, flood, theft or vandalism. **LANDLORD STRONGLY RECOMMENDS THAT ALL RESIDENTS OBTAIN PERSONAL PROPERTY INSURANCE.**