

SAN DIEGO HOUSING COMMISSION

AGREEMENT TO RENT OR LEASE

This Agreement to Rent or Lease ("Agreement") is made and entered into between the SAN DIEGO HOUSING COMMISSION, hereinafter "Landlord", and (names of all adults to reside at the premises):

Resident \_\_\_\_\_ Resident \_\_\_\_\_ Resident \_\_\_\_\_  
Resident \_\_\_\_\_ Resident \_\_\_\_\_ Resident \_\_\_\_\_

hereinafter "Resident". The word Resident as used herein shall include the singular as well as the plural. Subject to the terms and conditions below, Landlord rents to Residents, and Residents rent from Landlord, for residential purposes only, the premises located at:

\_\_\_\_\_, **San Diego, California,** \_\_\_\_\_ (the "Premises"). If the Premises are a dwelling unit in a multi-family complex, the Premises and the complex are collectively referred to as the "Property." If the Premises is a single family residence, "the Property" refers to the Premises alone.

The Premises shall be occupied only by the following named persons, hereinafter the "Occupants" (names and ages of all children to reside at the premises):

Occupant \_\_\_\_\_ DOB \_\_\_\_\_ Occupant \_\_\_\_\_ DOB \_\_\_\_\_ Occupant \_\_\_\_\_ DOB \_\_\_\_\_  
Occupant \_\_\_\_\_ DOB \_\_\_\_\_ Occupant \_\_\_\_\_ DOB \_\_\_\_\_ Occupant \_\_\_\_\_ DOB \_\_\_\_\_

Landlord and Residents mutually agree as follows:

1. **TERM.** The term of this Agreement shall begin on \_\_\_\_\_, and shall continue as follows (check one of the two following alternatives):

and end on \_\_\_\_\_, for a period of \_\_\_\_\_ months and \_\_\_\_\_ days (a Fixed-Term Lease). **After expiration of the term, Resident's tenancy will continue on a month to month basis as described in Paragraph 25 until either party terminates Resident's tenancy as allowed by law.**

on a month-to-month term, until Landlord or Residents terminate this Agreement by the giving the other party 30 days written notice or as required by law (A Month-To-Month Rental Agreement).

2. **RENT.** Residents shall pay the monthly rent of \$ \_\_\_\_\_ in advance on or before the FIRST DAY of each month without deduction or offset. Rent is payable in full only by personal check, cashier's check or money order. On signing this Agreement Residents shall pay one full months' rent in the form of a cashier's check or money order only. The Rent for the partial month's period shall be prorated on the basis of a 30-day month and shall be paid on or before the FIRST DAY of the second months' residency.

Rent and all other charges due to Landlord hereunder shall be in the form of a personal check, cashier's check or money order made payable to the **SAN DIEGO HOUSING COMMISSION** and mailed to: **SAN DIEGO HOUSING COMMISSION – P.O. BOX 511593 – LOS ANGELES, CA – 90051-8148**, or at such other place as the Landlord may designate in writing.

Landlord hereby expressly reserves the right to determine how payments are to be applied toward the different monetary obligations of this Agreement and/or the regulations governing this Agreement (rent,

security deposit charges, utility charges, damage charges, late fees, NSF fees, bank fees, and the like). Landlord may apply all payments received first to the latest outstanding balance and then to the current rental or other obligations.

As required by California State law, landlord must give Residents at least 30 days' advance notice if the rent increase is 10 percent (or less) of the rent charged at any time during the 12 months before the rent increase takes effect. Landlord must give Residents at least 60 days' advance notice if the rent increase is greater than 10 percent.

3. SECURITY DEPOSIT. On signing this Agreement, Residents shall pay to Landlord the sum of \$\_\_\_\_\_ as a deposit to secure Residents' performance of the Agreement contained herein. No part of this deposit is to be considered as an advance payment of rents, including last months' rent, nor is it to be used or refunded prior to the leased Premises being permanently and totally vacated by all Residents and occupants. After Residents have vacated the Premises, Landlord shall furnish Residents with an itemized written statement on the basis of, and in the amount of, any of the security deposit retained by Landlord. Landlord may withhold only that portion of Residents security deposit necessary:

- (a) to compensate Landlord for a tenant's default in the payment of rent or any breach of any other provision of this Agreement;
- (b) to repair damages to the premises caused by the Resident or by a guest or licensee of the Resident to include repainting, but exclusive of ordinary wear and tear;
- (c) to clean the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy; or
- (d) to remedy future defaults by Resident in any obligation under this Agreement to restore, replace or return personal property or appurtenances, exclusive of ordinary wear and tear.

The unused portion of this deposit shall be returned to Residents without interest in accordance with the provisions of Civil Code Section 1950.5.

4. INITIAL AMOUNT DUE. Residents failure to pay the security deposit and first month's rent in the amounts specified in this Agreement prior to the commencement of the term, Landlord shall have no obligation to give Residents possession of the Premises and Landlord may rescind this Agreement and keep any portions of funds paid (if any) necessary to compensate Landlord for Resident's breach of this Agreement.

5. LATE CHARGES/RETURNED CHECKS. If Residents fail to pay the rent in full by the end of the third day of the month, Residents shall pay a late charge of \$50.00. Landlord and tenant agree that the charge is presumed to be the amount of damage sustained because of Residents' late payment of rent; and that it is impracticable or extremely difficult to fix the actual damages. In the event the bank dishonors Residents' checks, Residents shall pay a returned check charge of \$25.00. If the returned check causes the rent to be late, the late charge shall also be paid. After a check is dishonored, Landlord may require all future payments to be in the form other than a personal check. Charges pursuant to this paragraph are in addition to, and not in lieu of, any other remedies under this Agreement.

6. OCCUPANCY/GUESTS. Residents agree that the above Premises will be occupied only by Residents and the Occupants listed herein, a total of \_\_\_\_ household members (as listed on page 1 of this agreement) and by no other persons. Guests may not stay more than 14 consecutive days in any 6-month period, or more than 30 days in a 12 month period, without prior written consent of the Landlord.

7. USE. Residents agree that the above Premises are to be used as a private residence only, and may not be used by Residents for any other purpose (except Family Day Care Home as specified by law).

8. POSSESSION OF PREMISES. In the event Landlord is unable to deliver possession of the Premises to Residents at the commencement of the term specified in this agreement for any reason not within the

Landlord's control, but not limited to, failure of prior occupants to vacate as agreed or required by law, Landlord shall not be liable to Residents for any damage caused thereby, nor will this affect this Agreement's validity, or extend the term of Agreement. However, Resident will not be liable for any rent until the date that possession is actually delivered. If Landlord has not delivered possession of the Premises to Residents within seven (7) days of commencement of the specified term, Residents by written notice may terminate this Agreement any time before Landlord delivers possession of the Premises to Residents and Landlord shall return of all sums previously paid to Landlord.

9. ACCEPTANCE OF PREMISES. Resident has inspected the Premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.

10. UTILITIES AND APPLIANCES. Utilities and appliances shall be paid/provided by the party indicated on the following chart:

WHO PAYS FOR: T=Tenant, O=Owner				WHO PROVIDES: T=Tenant, O=Owner		G=Gas E=Electric	G=Gas E=Electric	G=Gas E=Electric
Electric	Gas	Water	Heating Hot Water	Stove	Refrigerator	HOT WATER IS	HEATING IS	STOVE IS

11. PETS. No animals or other pet shall be kept on or about the Premises or Property. Assistive animals for the disabled or elderly are exempt, but still require prior written permission from Landlord.

12. SECURITY. Residents acknowledge that Landlord has made no representations that the Property is a "secure" and that Residents are safe from theft, injury or damage. Gates, fences and locks are provided primarily for the protection of Landlord's property and are not a warranty of protection nor are they specifically provided for the protection of Residents or guest's person or property. Residents shall take appropriate measures to protect their own property and report to the Police any suspicious activities, person or persons occurring on or about the general premises.

13. QUIET ENJOYMENT. Residents shall be entitled to quiet enjoyment of the Premises. Residents shall not use the Premises or Property in such a way as to violate any law or ordinance, commit waste or nuisance, or annoy, disturb, inconvenience, or interfere with the quiet enjoyment of any other resident, nearby residents, or neighbors, including, but not limited to, having late or loud parties or playing loud music. Residents shall ensure that their guests also comply with this provision. Violations constitute a breach of the Agreement and Landlord may take legal action to terminate the Agreement and remove Residents.

14. JOINT AND SEVERAL LIABILITIES (CO-RESIDENTS). If more than one Resident enters into this Agreement, the obligations are joint and several; each such Resident is individually, as well as jointly, liable for full performance of all agreed terms and payments of all sums required hereunder as long as any one of the Residents remains in possession of the Premises. Any breach or abandonment by any one or more of the Residents shall not terminate this Agreement nor shall it relieve the remaining Residents from fulfilling the terms of this Agreement. Should one or more of the Residents terminate their residency apart and separately from other residents, no right to have another person substituted in their place and stead shall exist. Landlord must approve changes in residents during the rental term, in advance, and in writing. In addition, requests and notices from Landlord to any Resident shall constitute notice to all Residents and Occupants. Any notices from, consents by or actions taken by any Resident are deemed to be a notice from, consent by, or action of all Residents. All demonstrations, inspections and explanations made by Landlord to one of the Residents will be binding on all Residents as if made to

each of them.

15. CARE AND MAINTENANCE. Residents agree to keep the Premises clean, sanitary, in good order, and free of trash and unsightly material and to immediately notify Landlord of needed repairs for any defects or dangerous conditions in or about the Premises or Property, particularly any water penetration. Residents shall reimburse Landlord for the cost to repair damage by Residents through misuse or neglect including plumbing stoppages. Except as provided by law, **no repairs, decorating or alterations shall be done by the Resident without the Landlord's prior written consent.**

16. TEMPORARY RELOCATION. Residents agree that upon written notice by Landlord, Landlord may demand that Residents temporarily vacate the Premises for a reasonable period and for a reasonable purpose, including for fumigation, inspection, improvements, or repairs to the Premises. Residents must comply with all instructions necessary to prepare the Premises for such purpose. If Residents and Occupants are required to vacate the Premises, Residents will be entitled only to an abatement of rent equal to the per diem rent for the period that Residents are required to vacate the Premises, and only if Landlord does not provide Residents with alternate housing. Resident's failure to cooperate with Landlord is a material breach of this Agreement.

17. ENTRY. Landlord or Landlord's agents shall have the right to enter the Premises as allowed by law. Law permits entry in cases of emergency, to make necessary or agreed repairs, decorations, alterations or improvements; supplying necessary or agreed services; to test smoke or carbon monoxide detectors, or to exhibit the property to prospective or actual purchasers, mortgagees, residents, workmen or contractors, or to make an inspection pursuant to Civil Code §1950.5(f); when the Residents have abandoned or surrendered the premises; and pursuant to court order. Landlord will serve Residents with written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the unit, or
- Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Resident is present and consents to entry at the time of entry, or

Landlord is not required to give Residents written notice to exhibit the Premises to prospective or actual purchasers and can instead give Resident oral notice, if Landlord has notified the Resident in writing within 120 days of the oral notice that the Premises is for sale and that that Resident may receive oral notice of Landlord's intent to enter. Residents may be present, however, such entry shall not be conditioned upon such presence.

18. VEHICLES AND PARKING. Landlord reserves the right to control the method of parking, temporarily or permanently change Residents' parking space or garage, or assign Residents to another space. Vehicles not kept in compliance with applicable rules, regulations and law are subject to towing at the vehicle owner's expense. No automobile or any other motor driven vehicle or cycle may be brought onto the Property unless such vehicle is insured for bodily injury and property damage. Residents agree to comply with the Vehicle and Parking rules attached hereto as an addendum.

19. NON-SMOKING POLICY. Due to the irritation and known health effects of secondhand smoke, the increased maintenance, cleaning and redecorating costs from smoking, and the increased risk of fire and insurance costs associated with smoking, Landlord has adopted the following Non-Smoking Policy effective February 1, 2014.

Resident agrees and acknowledges that the entire Property has been designated as a non-smoking living environment. Resident agrees that he/she will not smoke anywhere on the Property including within all living units, and within 25 feet of building(s) on the Property, including entry ways, porches, balconies and patios, interior, and any interior common areas, including, but not limited to, community rooms, community bathrooms, community lobbies, reception areas, hallways, laundry rooms, stairways,

offices and elevators. Resident further acknowledges and agrees that smoking is prohibited in the interior of their Premises. "Smoke or Smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, or lighted cigarette of any kind, or the lighting of a pipe, cigar, electronic cigarette, or cigarette of any kind, including, but not limited to, tobacco, or any other weed or plant. This policy applies to all residents, guests, and visitors. A material breach of the Non-Smoking Policy will be a material breach of this Agreement and grounds for immediate termination of the Agreement and your tenancy.

Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity of the resident. Resident acknowledges that Landlord's adoption of a Non-Smoking Policy, and the efforts to designate portions of the Property as non-smoking do not make Landlord nor our related parties guarantee or warranty of the smoke-free condition, the health of Residents, Occupants, or your related parties, or the Property will be free from secondhand smoke. Resident acknowledges that Landlord makes no implied or express warranties that the Premises or Property will have higher air quality standards than any other areas or any way changes the standard of care that the Landlord has under applicable law to render the Premises or Property any safer or more habitable. Furthermore, Landlord reserves the right to change or eliminate the Non-Smoking Policy in the future including at its own discretion designating portions of the Property as designated smoking areas. Resident acknowledges that current residents may not be under the same smoke-free restrictions.

20. LIABILITY/DAMAGE RESPONSIBILITY. Except as otherwise provided by law, Residents agree to indemnify and hold Landlord harmless from all claims of loss or damage to property, and of injury or death to persons caused by the willful, intentional, or negligent acts of the Resident, his guests or invitees, neighbors, or third parties occurring on the Premises or the Property. Resident expressly absolves Landlord and holds harmless from any and all liability for any loss of damage to Residents property or effects arising out of water leakage, or breaking pipes, or theft, or other causes beyond the reasonable control of Landlord. This includes damage to Resident's or guest's vehicles while parked on the Property. In the event the Premises are damaged by fire or other casualty covered by insurance, Landlord shall have the option either to:

- (a) repair such damage, continuing in full force and effect this Agreement; or
- (b) give notice to Residents terminating this Agreement.

21. SUBLEASING/ASSIGNMENT. Residents shall not sublease any part of the Premises or assign this Agreement without the prior written consent of Landlord. Any such action without prior consent is void.

22. TERMINATION: CLEANING/REPAIRS. Upon termination of the tenancy, Resident shall (a) give Landlord all of Resident's keys and other opening devices to the Premises, including any common areas; (b) surrender the Premises to Landlord empty of all personal property and persons; (c) vacate all parking and storage spaces, if any; (d) deliver the Premises to Landlord in the same condition as received, reasonable wear and tear excepted; (e) clean the Premises to the level of cleanliness as received; (f) and give Landlord written notice of your forwarding address. If Resident does not leave the Premises in a clean and orderly condition free of trash and personal property, Resident expressly agrees that Landlord shall perform all cleaning services, including carpet cleaning/repair, which may be required in Landlord's discretion to restore the premises to the condition that existed on the date of occupancy, reasonable wear and tear excepted. The costs incurred by Landlord for such services shall be deducted from Resident's security deposit. Subject to the limitations of California Civil Code Section 1950.5, if Landlord is required to perform any repairs or renovation as a result of Resident's decoration, modification or damage, regardless of the cause, the cost of such repair and/or renovation shall be deducted from Resident's security deposit. In the event the deposit is not sufficient to pay all of the lawful expenses and charges at the termination of his residency, Resident shall immediately upon written notice, pay Landlord any additional sums necessary to pay all such charges in full.

23. HOUSE RULES. Residents shall comply with all house rules as stated on the separate addendum, but which are deemed part of this Agreement, and a violation of any of the house rules is considered a

breach of this agreement. Such house rules may be amended from time to time upon giving notice to residents.

24. SMOKE AND CARBON MONOXIDE DETECTION DEVICE. The Premises are equipped with smoke and carbon monoxide detection device(s), and:

- (a) the Resident acknowledges the smoke and carbon monoxide detector(s) was tested and its operation explained by management in the presence of the resident at time of initial occupancy and the detector(s) in the unit was working properly at the time;
- (b) each Resident shall perform the manufacturer's recommended test at least once a month to determine if the smoke or carbon monoxide detector(s) is (are) operating properly, and immediately inform the Landlord of any malfunctions;
- (c) landlord may enter the premises for the purpose of installing, repairing, testing, and maintaining smoke and carbon monoxide devices in accordance with the requirements of Section 1954 of the Civil Code.

25. RENEWAL/HOLDING OVER. At **the expiration of a fixed term**, Residents may, at the option of the Landlord, continue residency on a month-to-month basis or by an extension of this lease for an additional fixed term provided such extension is executed by both parties in advance of the lease expiration date. **In the absence of any communication between both parties, and the Residents holds over after expiration of the term, and Landlord accepts rent from Residents at the above-specified monthly rent, the tenancy shall continue on a month-to-month basis.** In the event the residency continues on a month-to-month basis, **at least 30 days written notice must be given to Landlord if Residents intends to terminate the tenancy.**

26. REGISTERED SEX OFFENDERS NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.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 of residence and ZIP Code in which he or she resides.

27. LEAD-BASED PAINT DISCLOSURE AND WARNING. **Applicable only if checked here [ ]** (must be checked if building is constructed prior to 1978 or if Landlord knows or believes there to be lead-based paint on the Premises.)

(a) 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 pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

(b) Landlord's Disclosure (*check appropriate box or boxes*).

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Premises or the Property.

Landlord has no reports or records pertaining to lead-based and/or lead-based paint hazards in the Premises or the Property.

Landlord is aware of the following lead-based paint and/or lead-based paint hazards in the Premises or the Property:  
Reports or records pertain to lead-based paint and/or lead based paint hazards in the Premises or the Property:\_\_\_\_\_.

(c)Residents' Acknowledgment (*check all that apply*).

- Residents have received copies of all information listed above, if any.
- Landlord has made copies of all information listed above, if any, available to Tenant for inspection during normal business hours.
- Residents have received the pamphlet *Protect Your Family from Lead in Your Home*.

Initials\_\_\_\_\_

28. PROPOSITION 65 WARNING: THE PROPERTY MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS, AND OTHER REPRODUCTIVE HARM. THESE CHEMICALS MAY BE CONTAINED IN EMISSIONS AND FUMES FROM BUILDING MATERIALS, PRODUCTS AND MATERIALS USED TO MAINTAIN THE PROPERTY, AND EMISSIONS, FUMES, AND SMOKE FROM RESIDENT AND GUEST ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE USE OF MOTOR VEHICLES, BARBECUES, AND TOBACCO PRODUCTS. THESE CHEMICALS MAY INCLUDE, BUT ARE NOT LIMITED TO CARBON MONOXIDE, FORMALDEHYDE, TOBACCO SMOKE, UNLEADED GASOLINE, SOOTS, TARS, AND MINERAL OILS.

29. LIABILITY FOR DAMAGE TO RESIDENT'S PERSONAL PROPERTY: Landlord does not cover or carry insurance to cover loss of, damage to, or diminution in value of Resident's personal property caused by vandalism, fire, water damage, smoke damage, mold, mildew, fungi, or any other damage causing event. Resident is strongly encouraged to purchase renter's insurance or other insurance to protect him/her against loss of, damage to, or diminution in value of his/her personal property. To the maximum extent authorized under law, Resident absolves and holds harmless Landlord from any and all liability for any loss of or damage to Resident's personal property arising out of vandalism, fire, water, mold, mildew, fungi, smoke, theft, acts of third parties, or other causes beyond the reasonable control of Landlord, to the maximum extent provided by law. This includes damage to Resident's or guest's vehicles while parked on the Property.

30. AUTHORIZATION FOR DISCLOSURE OF INFORMATION. In order to comply with Federal and California laws and case decisions protecting each individual's right of privacy, Residents hereby authorizes Landlord to release all of the information supplied by Residents to representatives of any local, state or federal agency, committee, council or other entity responsible for providing any funding or oversight of the Premises or the Property in which the Premises is located.

31. BARBEQUE GRILLS: The City of San Diego has adopted the California Fire Code prohibiting charcoal burners and other open-flame cooking devices on combustible balconies or within 10 feet of combustible construction unless (1) the Property is a single family residence or duplex, (2) the buildings, balconies and decks are protected by an automatic sprinkler system, or (3) a liquefied-petroleum LP (which includes propane) gas fueled cooking device having a LP gas container of 1 pound or less is used. If allowed on the Property, barbeque grills may be used only in designated areas, and only in compliance with this law and any other applicable law.

32. BEDBUGS AND PESTS. Landlord has inspected the Premises and is unaware of any bedbugs or pests (collectively referred herein to as "Pests") in the Premises. At move-in, you complete and sign a Move-In/Move-Out Statement documenting the condition of the Premise. If you fail to report defects in the Move-In/Move-Out Statement, it will be presumed that the Premises has been delivered in good condition and free of Pests. Resident shall promptly advise Landlord of any Pests control needs, or any condition indicating a bedbug infestation in the Premises or Property (such as itchy welts on skin, bedbugs, blood spots (either brown or red) or bedbug excrement spots (brown or black) on bedding, furniture or other items, or a sweet odor). Resident agrees to fully cooperate with Landlord with Pest control efforts, including, but not limited,

providing access to the Premises for Pest control assessment and Pest control treatments or vacating the Premises when necessary in connection with Landlord's pest control efforts. Resident acknowledges and agrees that if Landlord determines that cause of Pest infestation is caused by Resident, Landlord may, at its sole discretion, recover the costs of treatment from Resident. Resident will not be reimbursed for the cost of any additional expenses to the household or damage to personal property, such as cost of damaged furniture or clothing, food, or the purchase of new furniture, clothing or cleaning services regardless if Landlord or third persons are determined to be the cause of the Pest infestation.

33. CLAIMS: Any claims for money or damages against or the San Diego Housing Commission must be presented to the San Diego Housing Commission pursuant to California Government Code § 905. Contact the San Diego Housing Commission for a copy of the claim form, if needed.

Initials \_\_\_\_\_

34. ADDENDA: By initialing below, Resident acknowledges receipt of the addenda marked below and has read, understands and will comply with the addenda. Copies of the addenda are attached hereto and are incorporated herein by reference as though fully set forth at length. The addenda shall be deemed covenants of this Agreement and any breach of any provisions of the addenda is a breach of the Agreement.

- |                                                                |                |
|----------------------------------------------------------------|----------------|
| <input type="checkbox"/> HOUSE RULES                           | Initials _____ |
| <input type="checkbox"/> VEHICLE AND PARKING RULES             | Initials _____ |
| <input type="checkbox"/> MOLD                                  | Initials _____ |
| <input type="checkbox"/> CRIME-FREE HOUSING                    | Initials _____ |
| <input type="checkbox"/> ASSISITIVE ANIMAL                     | Initials _____ |
| <input type="checkbox"/> POOL RULES AND REGULATIONS            | Initials _____ |
| <input type="checkbox"/> GARAGE AGREEMENT                      | Initials _____ |
| <input type="checkbox"/> REMOTE CONTROL DECLARATION OF RECEIPT | Initials _____ |
| <input type="checkbox"/> MAINTENANCE CHARGES                   | Initials _____ |
| <input type="checkbox"/> SECURITY LIGHT REIMBURSEMENT          | Initials _____ |
| <input type="checkbox"/> MAINTENANCE CHARGES                   | Initials _____ |
| <input type="checkbox"/> OTHER: _____                          | Initials _____ |

35. WAIVER: Landlord's failure to enforce any term of this Agreement will not be deemed a waiver, nor will acceptance of a partial payment be deemed a waiver of Landlord's right to the full amount due. Waiver may not be established by course of conduct. No waiver will exist unless written and signed by the parties.

36. ENTIRE AGREEMENT. Each and every term, covenant of this Agreement contained herein shall be deemed a condition hereof. No oral agreements have been entered into, and this Agreement shall not be modified unless such modification is reduced to writing. The invalidity or partial invalidity or any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable.

37. ATTORNEYS' FEES. If any legal action or proceeding were brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and costs.

38. GENERAL: Time is of the essence of this Agreement and each provision herein contained. Words used in the singular shall include the plural where the context requires. The breach of any of the covenants or terms of this Agreement shall be deemed to be a material and total breach of this entire Agreement and shall give rise to all rights of termination. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors, and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder except there shall be no assignment



or subletting by RESIDENT.

In signing this Agreement the parties hereto indicate that they have read and understand this entire Agreement and agree to all the terms, covenants and conditions stated therein. Residents acknowledge receipt of a copy of this agreement with all addenda.

This Agreement is executed on **Day of Month** of **Month, 20Year**

**Resident understands that this Agreement will automatically continue as a tenancy from month-to-month at the end of the term (if any) specified in paragraph 1 above.**

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_

Resident: \_\_\_\_\_

SAN DIEGO HOUSING COMMISSION:

By: \_\_\_\_\_

**THE PROPERTY OWNER IS:**

SAN DIEGO HOUSING COMMISSION  
1122 BROADWAY, SUITE 300  
SAN DIEGO, CA 92101  
(619) 231-9400

**PROCESS SERVICE MAY BE EFFECTUATED ON:**

MR. JEFF DAVIS  
EXECUTIVE VICE PRESIDENT & CHIEF OF STAFF  
SAN DIEGO HOUSING COMMISSION  
1122 BROADWAY, SUITE 300  
SAN DIEGO, CA 92101  
(619) 231-9400

MONDAY – FRIDAY 8:00 AM TO 5:00 PM  
CLOSED EVERY OTHER FRIDAY