

STUDENT HOUSING LEASE AGREEMENT

This Student Housing Lease Agreement (the "Lease"), dated _____ (the "Effective Date"), is entered by and between San Francisco Theological Seminary, a California corporation ("Landlord"), whose address is 105 Seminary Road, San Anselmo, California 94960, and _____ ("Tenant"), who agree as follows:

1. RECITALS.

A. Landlord owns the premises located at _____, San Anselmo, California 94960 (the "Premises").

B. Tenant and Landlord wish to enter into this Lease pursuant to the terms contained herein.

2. **TERM.** This Lease commences on _____ (the "Commencement Date"), and continues on a month-to-month basis until either party terminates this Lease on 30 days written notice to the other party.

3. **ELIGIBILITY FOR STUDENT HOUSING.** At all times during the term of this Lease, Tenant must be a student, who is enrolled full time and in good standing, at the San Francisco Theological Seminary or another member institution of the Graduate Theological Union (GTU). Tenant is not in good standing as a student if he or she is delinquent in payment of student account. Tenant will immediately provide written notice to Landlord if Tenant is no longer a full-time student as provided under this Section 3.

4. **RENT. Payment for housing is due and payable to University of Redlands on a per term basis. The amount per term may be paid in full or by monthly payment plan. The base rent is _____ per month (the "Base Rent").**

All rents will be paid to University of Redlands or its authorized agent, at 1200 E. Colton Avenue, Redlands, California 92373. Rent may be paid by check or credit card Tenant agrees to pay \$25.00 for each dishonored bank check.

5. **UTILITIES AND SERVICES.** Tenant is responsible for payment of cable and internet services; Landlord will pay for water and garbage and, in most, cases gas and electricity. Tenants, however, residing in the Student Village are responsible for payment of their own gas and electricity and agree to establish and maintain an account with the appropriate utility provides (i.e. PG&E). Failure of Student Village Tenants to do so is cause for termination of this lease.

6. **JOINT AND SEVERAL.** This Lease is between Landlord and each signatory jointly and severally. Each signatory is responsible for timely payment of rent and performance of all of the provisions of this Lease.

7. **USE OF PREMISES.** The Premises will be used exclusively as a residence for no more than _____ person(s). No person other than Tenant, Tenant's spouse or registered domestic partner, and dependent children may reside at the Premises without prior written consent of Landlord. Guests may not stay more than 14 days in a calendar year without Landlord's prior written

Tenant has read this page _____

consent. See Addendum for residents authorized per this lease.

The Premises may not be used to carry on any type of business or trade. Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities regarding use of the Premises. Tenant will not use the Premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. **SFTS is a smoke free campus. Smoking is prohibited in all premises, student housing units, facilities and all campus grounds.**

Tenant agrees to comply with all Housing Policies as stated in the Student Handbook.

- 8. ENTRY TO PREMISES.** Landlord and its agents may enter the Premises in order to inspect the condition of the Premises; supply necessary services to the Premises; to make necessary repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises; and show the Premises to prospective buyers, lenders or tenants. Except in an emergency situation, Landlord will give Tenant 24 hour notice of intent to enter. Tenant agrees to make the Premises available to Landlord or its agents as specified here and to address any emergency. Twenty-four hour notice is not required in case of emergency.
- 9. DEFAULT.** Tenant is in default under this lease if Tenant fails to: (a) pay rent when due; (b) perform any provision of this Lease; or (c) maintain student status as provided in Section 3. Landlord will provide Tenant three days written notice of such default by Tenant. If Tenant fails to cure such default within the three-day notice period, Landlord may terminate the rights of Tenant under this Lease. In the event of a default by Tenant, Landlord may elect to: (i) continue the Lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Landlord's consent to assignment or subletting by Tenant will not be unreasonably withheld; or (ii) at any time, terminate all of Tenant's rights and recover from Tenant all damages it may incur by reason of the breach of the lease, including the cost of recovering the Premises, and including the worth at the time of such termination, or at the time of an award if a suit must be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which Tenant proves could be reasonably avoided.

If Tenant abandons the Premises while in default of the payment of rent, Landlord may consider any property left on the Premises to be abandoned and may dispose of such property in any manner allowed by law. All property on the Premises is subject to a lien for the benefit of Landlord securing the payment of all sums due, to the maximum extent allowed by law.

- 10. KEYS.** Tenant will be given key(s) to the Premises and ___ mailbox key(s). Tenant shall be charged \$25.00 for each replacement key. Tenant may not, without Landlord's prior written consent, add, alter or re-key any locks to the Premises. At all times Landlord must be provided with a key or keys capable of unlocking all such locks and permitting entry.
- 11. NOISE.** Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons. **No lounging or visiting or unreasonably loud activity as specified above will be allowed on the premises in the common areas between the hours of 8 p.m. and 8 a.m.** Furniture delivery and removal will take place at such times as designated by the Landlord.

Tenant has read this page _____

- 12. PARKING AND BICYCLES.** There is no assigned parking for the Premises. All bicycles owned by Tenant must be stored only in the areas designated by the Landlord and not in any other parts of the building including the hallways, entrances and lobbies.
- 13. PETS.** No animals may be brought onto the Premises without prior written consent of Landlord or, if applicable, as permitted under the Student Handbook Pet Policies.
- 14. MANAGER.** The manager for the Premises is Dean Hansen (phone: 415-686-2388).
- 15. BUILDING RULES.** Landlord may publish building rules from time to time, which will become part of this Lease. Landlord will not be liable to Tenant for any individual's violation of these rules.
- 16. ASSIGNMENT AND SUBLETTING.** Tenant may not assign or sublease any interest in this Lease. Any assignment or sublease is a breach of the lease, and will, at Landlord's option, terminate this Lease. Tenant acknowledges that Landlord is undertaking steps to merge with another institution. If that merger goes through, the rights and responsibilities of Landlord under this Lease will automatically pass to the merged institution.
- 17. HAZARDOUS MATERIALS.** Tenant will not use, store, or dispose of any Hazardous Materials upon the Premises. Hazardous materials mean any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property ("Hazardous Materials"). Notwithstanding the foregoing, Tenant may use common household cleaning materials, so long as such use is in compliance with any applicable laws, and does not expose the Premises to any meaningful risk of contamination or damage. Tenant must immediately notify Landlord in writing if Tenant knows, or has reasonable cause to know, that Hazardous Materials are located on, under, or about the Premises.
- 18. ALTERATIONS, MAINTENANCE AND REPAIR.** As of the Commencement Date, Tenant acknowledges that the Premises are in good and acceptable condition and are habitable. Tenant will, at Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the term of this Lease. Tenant will not commit any waste upon the Premises, or any nuisance or act that may disturb the quiet enjoyment of any neighbors. Tenant is responsible for the cost of all repairs to the Premises and fixtures that have been damaged by Tenant's misuse, waste or neglect, or that of the Tenant's family, agent or visitor. Tenant will not paint, paper, or otherwise redecorate or make alterations to or about the Premises, without prior written consent of Landlord. Tenant must promptly notify Landlord of any damage, defect, or destruction of the Premises, as well as in the event of the failure of any of the appliances or equipment.
- 19. SURRENDER AND RESTORATION.** At the termination of this Lease, Tenant will return the Premises clean and free of debris, in good condition and repair, ordinary wear and tear accepted (which does not include damage or deterioration that would have been prevented by good maintenance practices). Any items left behind after the termination of this lease and keys have been returned to Landlord will be deemed forfeit and will be disposed of.

Tenant has read this page _____

- 20. DAMAGE TO PREMISES.** If the Premises are damaged by fire, earthquake or other casualty that renders the Premises totally or partially uninhabitable, either party will have the right to terminate this Lease as of the date on which the damage occurs. Written notice of termination will be given to the other party **within fifteen (15) days after occurrence** of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only Landlord has the right to terminate this Lease. Should either Landlord or Tenant exercise this right, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Lease is not terminated, Landlord will repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready to be re-occupied by Tenant. The proportionate reduction will be based on the extent that repairs interfere with Tenant's reasonable use of the premises.
- 21. SECURITY SYSTEM.** Tenant understands that Landlord does not provide any security alarm system or other security for Tenant or the Premises. In the event any alarm system is provided, Tenant understands that such alarm system is not warranted to be complete in all respects or to be sufficient to protect Tenant or the Premises. Tenant releases Landlord from any loss, damage, claim or injury resulting from the failure of any alarm system, security or from the lack of any alarm system or security.
- 22. INSURANCE.** Any insurance maintained by Landlord related to the Premises does not cover Tenant's personal property. Landlord **strongly encourages** Tenant to obtain renter's insurance or other similar coverage to protect against risk of loss. **Initial here:** _____
- A. Tenant intends / does not intend to obtain renter's insurance (circle choice).
- OR
- B. Tenant currently has renter's insurance.
Company: _____
- 23. INDEMNIFICATION.** Landlord is not liable for any damage or injury to Tenant, any other person, or to any property, occurring on the Premises or common areas that is not a direct result of Landlord's negligence or willful misconduct. Tenant will defend, indemnify, and hold Landlord harmless from any claims or liability related to Tenant's, including Tenant's guests and invitees, use and occupancy of the Premises.
- 24. ATTORNEYS FEES.** In any action or other proceeding involving a dispute between Landlord and Tenant arising out of this Lease or in the interpretation of the terms of this Lease, the prevailing party is entitled to reasonable attorneys' fees and costs associated with resolving the dispute or interpreting the terms of this Lease.
- 25. WAIVER.** The failure of Landlord to enforce any term of this Lease is not deemed to be a waiver of any breach or term under this Lease, nor does any custom or practice that may be created between the parties in the administration of the terms of this Lease constitute a waiver of Landlord's right to insist upon the performance by Tenant of its obligations under the terms of this Lease. Acceptance of rent by Landlord does not waive its right to enforce any provision of this Lease.

Tenant has read this page _____

- 26. NOTICES.** Any notice or other communication required or permitted to be given or served by either party upon the other, is deemed given or served: (a) upon personal delivery; (b) on the 2nd business day after delivery to a nationally recognized overnight courier service for next business day delivery; or (c) on the 3rd business day after deposit in the United States certified mail, postage prepaid. Any such notice must be properly addressed to the Tenant at the Premises or to Landlord at the address identified in the introductory paragraph, or such other places as may be designated in writing by the parties from time to time.
- 27. SUBROGATION.** Tenant and Landlord waive any and all right of subrogation against each other to the maximum extent permitted by insurance policies that may be owned by the parties.
- 28. MEGAN'S LAW.** Information about registered sex offenders is made available to the public via the Department of Justice at <http://www.meganslaw.ca.gov>. This information may contain either the address at which the offender resides or the community of residence and ZIP Code in which they reside.
- 29. ADDENDA.** The following addenda are part of this Lease: (a) Addendum 1-Lead-Based Paint Disclosure; and (b) Addendum 2 - Mold Contamination.
- 30. ENTIRE AGREEMENT.** This Lease, any building rules pursuant to Section 16, and the addenda listed in Section 30 constitute the entire agreement between the parties and supersedes all previous written or oral agreements and may only be modified in writing signed by both parties.

LANDLORD: San Francisco Theological Seminary

Name -	Signature -
Date -	

TENANT:

Name -	Signature -
Date -	

Tenant has read this page _____

STUDENT HOUSING LEASE ADDENDUM

ADDITIONAL RESIDENTS:

The following persons will be residing on the Premises located at _____,
San Anselmo, CA 94960:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

PETS:

Per the SFTS Pet Policy, the following pet (name/description/age) will be housed at the location above, and \$200 nonrefundable pet deposit has been paid, and Tenant agrees to pay a pet surcharge of \$25 per month, in accord with 2019-20 Housing Policy:

VEHICLE:

Please indicate information about vehicle registered to tenant:

Make -	Year -
Model -	Color -

PROHIBITED APPLIANCES:

As per the 2019-20 SFTS Student Handbook (page 20) Tenants are prohibited from bringing and installing any appliances in their SFTS housing.¹ This includes washers, dryers, dishwashers, and heating or air conditioning units.² I understand and affirm I will not bring any prohibited appliances into SFTS housing. I further affirm that I will not purchase and install any prohibited appliances for the duration of my tenancy in SFTS housing. I understand that violation of this prohibition may result in termination of my housing lease. If I should bring any prohibited appliances into my SFTS housing and the appliance causes damage to the unit, I will be responsible for the cost of all repairs to the unit.

Name -	Signature -
Date -	

¹With the exception of "Flex" housing where appropriate washer/dryer connections are provided.

²Safe, functioning, well maintained space heaters and window fans are acceptable, provided that they are operated only while Tenant is present in the Premises.

Tenant has read this page _____