

RESIDENTIAL SUB-LEASE AGREEMENT

This Residential Sub-Lease Agreement, referred to in this agreement as the "Sub-Lease Agreement" or "Lease Agreement" dated November 22, 2023, is by and between Meredith White and Huang Amelia Tran and Jennifer O'Donnel.

1. SUB-LANDLORD:

The Sub-Landlord(s):

Meredith White

will be referred to in this Lease Agreement as "Sub-Landlord" or "Landlord".

2. SUB-TENANT:

The Sub-Tenant(s) is/are:

Huang Amelia Tran

Jennifer O'Donnel

and will be referred to in this Sublease Agreement as "Sub-Tenant" or "Tenant"

3. RENTAL PROPERTY:

The Sub-Landlord agrees to rent to the Sub-Tenant the property described as a(n) house located at 2756 Folsom St., San Francisco, CA, 94110, which will be referred to in this Lease as the "Leased Premises."

4. TERM OF SUB-LEASE AGREEMENT:

The Lease will begin on December 1, 2023 and will end on November 30, 2024.

5. USE & OCCUPANCY OF PROPERTY:

- A. The only person(s) living in the Leased Premises is/are: Huang Amelia Tran, Jennifer O'Donnel
- B. Any change in occupancy may be subject to an adjustment in the amount of rent.
- C. The Sub-Tenant will use the Leased Premises only as a residence.

6. RENT:

- A. The amount of the Rent is \$1,500.00 to be paid monthly.
- B. The rent is due in advance on or before the 1st day of each month. The rent due date is the date the Sub-Landlord must receive the Sub-Tenant's payment.
- C. Sub-Tenant(s) agree to pay the rent and all additional rent when due on time, without demand. All additional charges, costs and fees set forth throughout this Lease Agreement, are considered to be additional rent. Upon the non-payment of additional rent, Sub-Landlord will have the same rights to proceed against the Sub-Tenant(s) for the collection or eviction as if Sub-Tenant(s) defaulted on the rental payment.
- D. Rent may be paid by using the following electronic payment method(s): EFT (Electronic Funds Transfer). Electronic payments such as those made via a credit/debit card, EFT or online payment processors such as PayPal refers to the network of banking institutions that have agreed to process transactions (usually instantly and automatically) electronically with no paper tender such as checks, money orders and/or cash or any other form of paper tender that is hand processed through a bank, financial institution clearinghouse or the Federal Reserve system.
- E. If an electronic payment is not paid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Late Payment" under the terms and conditions contained in this Residential Lease Agreement.
- F. If an electronic payment fails to clear or is returned unpaid by the financial institution on or before the date due as specified in this Lease, it shall be treated as a "Returned Payment" under the terms and conditions contained in this Residential Lease Agreement.

7. LATE FEE:

- A. If the rent or any other charges are not received by the Sub-Landlord on or before 14 days after the rent due date, Sub-Tenant must pay a late fee of \$20.00 per day the rent is late in addition to the rent.
- B. Payments received by Sub-Landlord when there are arrearages, shall be credited first, to any outstanding balance, and then applied to the current amount due.

8. RETURNED PAYMENTS:

- A. A returned payment fee of \$0 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.
- B. If your financial institution returns your rental payment and causes the rental payment to be late, a late charge will apply.

9. SECURITY DEPOSIT:

- A. The Sub-Tenant(s) have paid to the Sub-Landlord a Security Deposit of \$1,600.00.
- B. Sub-Tenant agrees that this security deposit is intended to secure the faithful performance by the Sub-Tenant of all terms, covenants and conditions of this Lease Agreement including but not limited to the cost of damages beyond normal wear and tear, unreturned keys, unpaid rent and any other amount due and legally allowable under the terms of this Lease Agreement and in accordance with state and local laws and regulations.
- C. Sub-Tenant may be responsible for any unpaid charges or attorney fees, suffered by the Sub-Landlord by reason of Sub-Tenant's default of this Lease Agreement in accordance to state and local laws and regulations.
- D. Under no circumstance can the Security Deposit be used as payment for rent and/or other charges due during the term of this Lease Agreement.
- E. Landlord's recovery of damages will not be limited to the amount of the Security Deposit.

10. ENDING THE LEASE:

- A. At the end of this Lease Agreement or any renewal thereof, Sub-Tenant must vacate and shall immediately and peacefully surrender and return to the Sub-Landlord the possession of the Leased Premises in as good condition as when Sub-Tenant took possession less normal wear and tear. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.

11. UTILITIES & SERVICES:

- A. Sub-Tenant is responsible for the following utilities and services: Electricity, Water, Gas, Trash and Recycling, and High Speed Wireless Internet and is required to register the utilities and services in Sub-Tenant's name. Sub-Tenant understands and agrees that essential services are to be maintained and operational at all times.

12. APPLIANCES:

- A. Sub-Landlord will supply and maintain: Washing Machine, Dryer, Refrigerator, Dishwasher, and Stove.
 - I. Sub-Tenant will keep appliances provided by Sub-Landlord in good working order and shall report any malfunction to the Sub-Landlord. Any damage sustained due to the neglect or misuse by Sub-Tenant will become the full responsibility of the Sub-Tenant, either in the appliance repair or replacement.
 - II. Sub-Tenant agrees that the items specified above are the property of the Sub-Landlord and will remain with the Leased Premises at the end of this lease term.
- B. Sub-Tenant must have written approval before installing any appliance. Sub-Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the Sub-Tenant. Sub-Tenant agrees Sub-Tenant is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Sub-Tenant.

13. MAINTENANCE AND REPAIRS:

Special arrangement described as: Any repairs need for be communicated to Sublease landlord, Meredith.

- A. It is the responsibility of the Sub-Tenant to promptly notify the Sub-Landlord of the need for any repair of which the Sub-Tenant becomes aware.
- B. If any required repair is caused by the negligence of the Sub-Tenant and/or Sub-Tenant's guests, the Sub-Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed.
- C. Sub-Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.
- D. Sub-Tenant must abide by all local recycling regulations.
- E. Sub-Tenant shall properly use and operate all electrical, cooking and plumbing fixtures and keep them clean and sanitary.

- F. No painting, alterations, improvements or additions to the premises without first obtaining the written permission of the Sub-Landlord. The Sub-Landlord's permission to a particular painting, alteration, improvement, or addition shall not be deemed as consent to future painting, alterations, improvements, or additions.

14. CONDITION OF PROPERTY:

- A. The Sub-Tenant acknowledges that the Sub-Tenant has inspected the Leased Premises and at the commencement of this Lease Agreement, the interior and exterior of the Leased Premises, as well as all equipment and any appliances are found to be in an acceptable condition and in good working order.
- B. The Sub-Tenant agrees that neither the Sub-Landlord nor the Sub-Landlord's agent have made promises regarding the condition of the Leased Premises.
- C. The Sub-Tenant agrees to return the Leased Premises to Sub-Landlord at end of the Lease Agreement in the same condition it was at the beginning of the Lease Agreement.

15. PETS:

Pets are not allowed.

16. RULES AND REGULATIONS:

- A. Vehicles parked on premises must be in working order with necessary registrations and/or inspections.
- B. Late fees are strictly enforced and any unpaid fees will not be waived.
- C. The Sub-Tenant may not interfere with the peaceful enjoyment of the neighbors.
- D. Garbage/Trash must be taken to the curb on the scheduled day(s) of trash removal and not before.
- E. The Sub-Tenant will be responsible for any fine and/or violation that is imposed on the Sub-Landlord due to the Sub-Tenant's negligence.
- F. The Sub-Tenant shall abide by all Federal, State, and Local laws.
- G. The Sub-Tenant shall notify the police and Sub-Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- H. The Sub-Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- I. The Sub-Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- J. The Sub-Tenant must report any malfunction with smoke detector(s) immediately to Sub-Landlord. The Sub-Tenant agrees not to remove, dismantle or take any action to interfere with the operation of any smoke detector(s) installed on the Leased Premises.
- K. Absolutely no hazardous materials are permitted to be in or around the Leased Premises at any time.
- L. The Sub-Tenant may not use or store Kerosene or space heaters at any time in or around the Leased Premises.
- M. Under no circumstance may a stove, oven or range be used as a source for heat.
- N. Charcoal and Gas Barbecue grills may not be used inside the Leased Premises.
- O. The Sub-Tenant shall use ventilating fans at all times when bathing and cooking.
- P. All windows and doors must remain closed during inclement weather.
- Q. The Sub-Tenant shall notify Sub-Landlord of any pest control problems.
- R. The Sub-Tenant must notify Sub-Landlord of any changes in employment.
- S. The basement and/or attic may not be modified for the use as living quarters without written permission of the Sub-Landlord.
- T. The Sub-Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Sub-Landlord's written permission.

17. ADDENDA:

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement:

- A. Pest Control - Bed Bug Addendum
- B. Tenant Guest Policy

18. INSURANCE:

Sub-Tenant agrees to be solely responsible for any damage to or loss of the Sub-Tenant's personal property. Accordingly, the Sub-Tenant is strongly encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the state. This policy must become effective on or before the beginning date of this Lease Agreement.

19. SECURITY NOT PROMISED:

The Sub-Tenant has inspected and acknowledges that all locks and smoke detectors are in working order. Any provided fire extinguishers, security alarm systems, and/or carbon monoxide detectors have also been inspected by the Sub-Tenant and are in sound working order. Sub-Tenant understands that although the Sub-Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

20. RIGHT OF ENTRY:

- A. Sub-Landlord and/or Sub-Landlord's agents, with 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements to show prospective buyers and/or tenants the property, to conduct a scheduled inspection prior to Tenant move-out, and as otherwise provided by California law.
- B. In the event of an emergency, Sub-Landlord reserves the right to enter Leased Premises without notice. It is required that Sub-Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
 - I. Sub-Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Sub-Landlord.
 - II. Unauthorized installation or changing of any locks will be replaced at the Sub-Tenant's expense.
 - III. Sub-Tenant shall be responsible for any and all damages that may occur as a result of forcible entry during an emergency where there is an unauthorized placement of a lock.

21. LEASE RENEWAL:

- A. **THIS LEASE IS AUTOMATICALLY RENEWED.**
- B. At the end of this Lease Agreement, this lease will continue in full force and effect on a month to month basis unless Sub-Tenant or Sub-Landlord provides written notice to the other party at least ____ days before the end of the term (Term of Lease Agreement) to terminate the Lease (including any exercised renewal or extension thereof).

22. NOTICES:

- A. Any notice, required by the terms of this Lease Agreement shall be in writing.
- B. Notices sent to the Sub-Landlord may be sent to the following:
 - I. 2756 Folsom Street, San Francisco, CA, 94110
 - II. Email: meredith.white91@gmail.com
- C. Notices may be given by either party to the other in any of the following ways, or any other manner provided for by law:
 - I. Regular mail
 - II. Personal delivery
 - III. Certified or registered mail, return receipt requested
 - IV. Email

23. ABANDONMENT:

If Sub-Tenant vacates the Leased Premises before the end of the Lease term or renewal thereof without written permission from the Landlord, Landlord may, at Landlord's sole discretion, hold Sub-Tenant in default of this Lease Agreement. If the Sub-Tenant fails to follow proper move out procedures, Sub-Tenant will be responsible for any and all damages and losses allowed by federal, state and local regulations as well as this Lease.

24. SUB-LANDLORD'S REMEDIES:

If Sub-Tenant violates any part of this Lease Agreement including non-payment of rent, the Sub-Tenant is in default of this Lease Agreement. In the event of a default, the Sub-Landlord may initiate legal proceedings in accordance with local and state regulations to evict or have Sub-Tenant removed from the Leased Premises as well as seek judgment against Sub-Tenant for any monies owed to Sub-Landlord as a result of Sub-Tenant's default.

25. SUBORDINATION:

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land that the Sub-Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

26. CONDEMNATION:

If the whole or any part of the Leased Premises is taken by any authority having power of condemnation, this Lease Agreement will end. Sub-Tenant shall peaceably vacate the Leased Premises and remove all personal property and the lease terms will no longer apply. The Sub-Tenant, however is responsible for all rent and charges until such time that Sub-Tenant vacates the Leased Premises.

27. JOINT AND SEVERAL LIABILITY:

The Sub-Tenant understands and agrees that if there is more than one Sub-Tenant that has signed the Lease Agreement, each Sub-Tenant is individually and completely responsible for all obligations under the terms of the Lease Agreement.

28. MISREPRESENTATION:

If any information provided by Sub-Tenant in application for this Lease Agreement is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of this Lease Agreement.

29. BINDING OF HEIRS AND ASSIGNS:

All provisions, terms and conditions of this Lease Agreement shall be binding to Sub-Tenant, Sub-Landlord, their Heirs, Assignees and Legal Successors.

30. SEVERABILITY:

If any part of this Lease Agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease Agreement. The remainder of the Lease Agreement will continue to be valid and enforceable by the Sub-Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

31. GOVERNING LAW:

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

32. ADDITIONAL CLAUSES:

- A. Megan's Law 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. 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 the offender resides.
- B. Waiver of Notice: The Sub-Tenant waives the right to receive a Notice of Default from the Sub-Landlord unless such notice is required by state or local regulations.
 - I. You are waiving your right to have a notice sent to you before the Sub-Landlord starts court action to recover possession for nonpayment of rent or any other reason.
- C. Sub-Landlord's acceptance of rental payments is not a waiver of any default by the Sub-Tenant.

33. PARAGRAPH HEADINGS:

Paragraph headings in this Lease Agreement are for convenient reference only and do not represent the rights or obligations of the Sub-Landlord or Sub-Tenant.

34. ENTIRE AGREEMENT:

- A. Sub-Landlord and Sub-Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations, and/or Special Terms and Conditions accurately represent all terms and agreements between the Sub-Landlord and Sub-Tenant regarding the Leased Premises.
- B. Tenant acknowledges the receipt of any disclosures required by the State of California as well as any disclosures required by federal, state, and local jurisdictions.

NOTICE: This is an important LEGAL document.

- You may have an attorney review the Lease Agreement prior to signing it.
- If the Landlord fails to enforce any provision of this Lease Agreement, it will not constitute a waiver of any default, future default or default of the remaining provisions.
- Time is of the essence in this Lease Agreement.

THIS LEASE AGREEMENT WILL AUTOMATICALLY RENEW AND CONTINUE MONTH TO MONTH AT THE EXPIRATION OF THE INITIAL LEASE TERM UNLESS PROPER MOVE-OUT OR VACATE NOTICE IS GIVEN IN ACCORDANCE WITH THE SECTION OF THIS LEASE AGREEMENT TITLED "LEASE RENEWAL" OR THE SUB-LANDLORD AND SUB-TENANT AGREE TO OTHER TERMS IN WRITING.

By signing this Lease Agreement, the Sub-Tenant certifies that the Sub-Tenant has read, understood, and agrees to comply with all of the terms, conditions, Rules, and Regulations of this Lease Agreement including any addenda and that the Sub-Tenant has received the following:

1. Copies of all Addenda, Rules and Regulations, Special Terms and Conditions, and Applications.
2. All necessary Key(s), Garage Door Opener(s), Security Card(s), and/or Auto Sticker(s) to the Leased Premises.

Sub-Tenant's Signature:	_____	Date:	_____
Sub-Tenant's Signature:	_____	Date:	_____
Sub-Landlord Signature:	_____	Date:	_____

PEST CONTROL - BED BUG ADDENDUM

Landlord: Meredith White

Tenant: Huang Amelia Tran, Jennifer O'Donnel

Leased Premises: 2756 Folsom St., San Francisco, CA 94110

This Pest Control-Bed Bug Addendum is incorporated into and made part of the lease executed by and between the above-referenced Landlord and Tenants, for the Leased Premises above.

Landlord and Tenant agree as follows (check all that apply):

☐ Tenant must report any pest infestation and/or problems with the Leased Premises as soon as it is noticed. This includes but is not limited to bed bugs, roaches, ants, carpenter ants, termites, mice or rats.

☐ Landlord and Tenant agree that any violation of this Pest Control-Bed Bug Addendum shall be a violation of the Residential Lease Agreement.

☐ Tenant acknowledges that Landlord's implementation of this Pest Control-Bed Bug Addendum, and all efforts to provide pest-free surroundings, does not in any way alter the standard of care that Landlord owes Tenant under the Residential Lease Agreement. Tenant understands and agrees that Landlord's ability to control, take care of or enforce the terms and conditions of this Pest Control-Bed Bug Addendum is reliant in a large part on the Tenant's compliance and cooperation.

☐ Tenant agrees to cooperate with the Landlord in all efforts and courses of actions required to erase and control any pest infestation. Tenant's full cooperation shall include but is not limited to immediately reporting any pest infestation including that of bed bugs to the Landlord, and permitting any entry to complete any inspections, pre-treatment, and treatment to eliminate any pests. Tenant understands that evacuating the Leased Premises during and after treatment for a specified time frame may be necessary. The tenant will follow all directions and perform any critical actions to comply with all the post-treatment requirements to keep the Leased Premises pest free and minimize any re-infestations.

☐ Tenant has been informed that used or secondhand furniture is one of the most frequent ways that bed bugs and roaches are introduced and spread. Tenant agrees not to acquire or purchase used or secondhand furniture. Sharing vacuum cleaners is another highly common way to spread bed bugs and roaches.

☐ In case of any conflict between the terms and conditions of the Residential Lease Agreement and this Pest Control-Bed Bug Addendum, the provisions of this Pest Control-Bed Bug Addendum shall prevail.

☐ Tenant has received the attached "Pest Control Tips" and will read and follow the guidelines within the document.

Landlord's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

ADDENDUM: TENANT GUEST POLICY

LANDLORD: Meredith White

TENANT(S): Huang Amelia Tran, Jennifer O'Donnel

LEASED PREMISES: 2756 Folsom St.

LEASE DATE: November 22, 2023

This Addendum is incorporated into and made part of the Lease executed by and between Meredith White and Huang Amelia Tran, Jennifer O'Donnel for the Leased Premises located at 2756 Folsom St., San Francisco, CA 94110.

A "guest" is defined as a person invited into the Leased Premises by the Tenant(s) and/or Occupant(s).

A guest may not stay overnight for more than three consecutive nights without the written permission of the Landlord. The Landlord permits the Tenant to have no more than four guests on the premises at the same time.

All guest(s) must observe and obey all terms and conditions contained in the Lease. If the Tenant and or the Tenant's guests violate any part of this Guest Policy, the Tenant is then in default of the Lease. In the event of a default, the Landlord may initiate legal proceedings in accordance with California and local regulations to evict or have the Tenant removed from the Leased Premises as well as seek judgment against the Tenant for any monies owed to the Landlord as a result of the Tenant's default.

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____



Working Together for Home Fire Safety

A Factsheet on Home Fire Prevention

More than 4,000 Americans die each year in fires and 20,000 are injured. An overwhelming number of fires occur in the home. There are time-tested ways to prevent and survive a fire. It's not a question of luck. It's a matter of planning ahead.

EVERY HOME SHOULD HAVE AT LEAST ONE WORKING SMOKE ALARM

Buy a smoke alarm at any hardware or discount store. It's inexpensive protection for you and your family. Install a smoke alarm on every level of your home. A working smoke alarm can double your chances of survival. Test it monthly, keep it free of dust and replace the battery at least once a year. Smoke alarms themselves should be replaced after ten years of service, or as recommended by the manufacturer.

PREVENT ELECTRICAL FIRES

Never overload circuits or extension cords. Do not place cords and wires under rugs, over nails or in high traffic areas. Immediately shut off and unplug appliances that sputter, spark or emit an unusual smell. Have them professionally repaired or replaced.

USE APPLIANCES WISELY

When using appliances follow the manufacturer's safety precautions. Overheating, unusual smells, shorts and sparks are all warning signs that appliances need to be shut off, then replaced or repaired. Unplug appliances when not in use. Use safety caps to cover all unused outlets, especially if there are small children in the home.



ALTERNATE HEATERS

- Portable heaters need their space. Keep anything combustible at least three feet away.
- Keep fire in the fireplace. Use fire screens and have your chimney cleaned annually. The creosote buildup can ignite a chimney fire that could easily spread.
- Kerosene heaters should be used only where approved by authorities. Never use gasoline or camp-stove fuel. Refuel outside and only after the heater has cooled.

AFFORDABLE HOME FIRE SAFETY SPRINKLERS

When home fire sprinklers are used with working smoke alarms, your chances of surviving a fire are greatly increased. Sprinklers are affordable--they can increase property value and lower insurance rates.

PLAN YOUR ESCAPE

Practice an escape plan from every room in the house. Caution everyone to stay low to the floor when escaping from fire and never to open doors that are hot. Select a location where everyone can meet after escaping the house. Get out then call for help.

CARING FOR CHILDREN

Children under five are naturally curious about fire. Many play with matches and lighters. Tragically, children set over 20,000 house fires every year. Take the mystery out of fire play by teaching your children that fire is a tool, not a toy.

CARING FOR OLDER PEOPLE

Every year over 1,200 senior citizens die in fires. Many of these fire deaths could have been prevented. Seniors are especially vulnerable because many live alone and can't respond quickly.

For more information contact:

The U. S. Fire Administration
16825 South Seton Avenue
Emmitsburg, MD 21727

or

Visit the USFA Web site:
www.usfa.fema.gov



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