

RECORDING REQUESTED BY:)
)
When Recorded Mail To:)
)
Name: _____)
)
Address: _____)
_____)
_____)

Space Above This Line Reserved For Recorder's Use

AB: _____, Lot: _____

OFFER OF LIFETIME LEASE OF RESIDENTIAL PROPERTY

This Offer of Lifetime Lease of Residential Property ("Offer") is made on this _____ day of _____, 20____ (the "Offer Date") by

_____ ("Landlord(s)") to
_____ ("Life-Tenant(s)") pursuant to the requirement set forth in the San Francisco Condominium Conversion Fee and Expedited Conversion Program, San Francisco Subdivision Code Section 1396.4(g) (the "Program").

WHEREAS, the Landlord is all the fee title owner(s) of the residential property located at _____, San Francisco, California _____, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Premises").

WHEREAS, Life-Tenant currently resides in Unit _____ of the Premises (the "Unit").

WHEREAS, Landlord proposes to convert the Premises to a condominium pursuant to the Program, and under the Program requirements must therefore provide Life-Tenant a written offer for a lifetime lease of the Unit.

NOW THEREFORE, in consideration of the above Recitals and the benefits provided under the Program, Landlord hereby agrees as follows:

1. Offer. Landlord hereby offers to Life-Tenant a lifetime lease in the Unit, the form and terms of which are attached hereto as Exhibit B (the "Lease"). Landlord agrees to record this Offer against the Premises as required under the Program.

2. Term. This Offer shall automatically expire on the earliest of: (i) execution of the Lease by Life-Tenant; (ii) Life-Tenant voluntarily vacates the Unit; or (iii) the date that is two years from the Offer Date.

IN WITNESS WHEREOF, Landlord has executed this Offer as the Offer Date first written above.

“LANDLORD”:

Printed Name: _____
Date: _____

SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____)

County of _____)

On _____ before me, _____, Notary Public,
Date Name of Officer

personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
LIFETIME LEASE FORM
San Francisco Code Section 1396.4(g)

Date _____, _____ (“Landlord”) and

_____ (“Life-Tenant” or “Tenant”) agree as follows:

1. RENTAL UNIT AND OCCUPANTS:

A. Landlord rents to Life-Tenant and Life-Tenant rents from Landlord, the real property and improvements described as: _____ (“Premises”).

B. The Premises are for the sole use as the principal place of residence by the following named person(s) **only**: _____

2. TERM: The term begins on (date) _____ (“Commencement Date”), and shall terminate upon the death of the last life-tenant residing in the unit or the last surviving member of the life-tenant’s household, whichever is later, provided such surviving member is related to the life-tenant by blood, marriage, or domestic partnership, is either disabled, catastrophically ill, or aged 62 or older at the time of death of any life-tenant, and resided with the last life-tenant at the time of death at the Premises. .

3. TERMINATION OF LEASE PRIOR TO EXPIRATION OF TERM:

A. BY LIFE-TENANT: The life-tenant(s) in the unit may terminate the lease by voluntarily vacating the unit after giving thirty days’ notice of such intent to vacate to the landlord.

B. BY LANDLORD: Landlord may only terminate this lease due to a material breach of a term of the lease.

4. RENT: “Rent” shall mean all monetary obligations of Life-Tenant to Landlord under the terms of the Agreement, except security deposit.

A. Tenant agrees to pay \$ _____ per month commencing on the commencement date for the term of the Agreement, plus any lawful rent increases imposed pursuant to paragraph 5 below.

B. Rent is payable in advance on the **1st (or _____) day** of each calendar month, and is delinquent on the next day.

C. PAYMENT: Rent shall be paid by _____ personal check, _____ money order, _____ cashier’s check, or _____ other _____, to (name) _____ (phone) _____ at _____ (address) _____

_____, (or at any other location subsequently specified by Landlord in writing to Tenant) (and _____ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).

5. RENT INCREASES: Landlord may increase the rent pursuant to the San Francisco Residential Rent Stabilization and Arbitration Ordinance (“Ordinance”) so long as the Premises are subject to the control on rents established by the Ordinance. Should the Premises no longer be subject to the control on rents established by the Ordinance, Landlord may increase the rent annually no sooner than one year after the last rent increase, and for no more than the relative year-to-year percentage increase in the residential rent component of the “Bay Area Cost of Living Index as published by the U.S. Dept. of Labor.”

6. SECURITY DEPOSIT:

A. Life-Tenant has paid a \$ _____ security deposit. Security deposit will be held by the Owner of the Premises.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant’s default in payment of Rent **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances of the Landlord. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH’S RENT.** Within 21 days after Tenant vacates the Premises, Landlord shall: **(1)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and **(2)** return any remaining portion of the security deposit to Tenant.

C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.

D. Interest will be paid on security deposit as required by San Francisco law.

7. SUBORDINATION: Tenant agrees that this Lease shall be subject and subordinate at all times to **(i)** all ground leases or underlying leases that may now exist or hereafter be executed affecting the Real Property or any portion thereof; **(ii)** the lien of any mortgage, deed of trust, assignment of rents and leases or other security instrument (and any advances thereunder) that may now exist or hereafter be executed in any amount for which the Real Property or any portion thereof, any ground leases or underlying leases or Landlord’s interest or estate therein, is specified as security; and **(iii)** all

modifications, renewals, supplements, consolidations and replacements thereof, provided in all cases the mortgagees or beneficiaries named in mortgages or deeds of trust hereafter executed or the assignee of any assignment of rents and leases hereafter executed to recognize the interest and not disturb the possession, use and enjoyment of Tenant under this Lease, and, in the event of foreclosure or default, the lease will continue in full force and effect by operation of San Francisco Administrative Code Chapter 37, Section 37.9D, and the conditions imposed on each parcel or subdivision map pursuant to Section 1396.4(g), as long as Tenant is not in default under the terms and conditions of this Lease. Tenant agrees to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional reasonable documents evidencing the priority or subordination of this Lease with respect to any such ground leases, underlying leases, mortgages, deeds of trust, assignment of rents and leases or other security instruments. Subject to the foregoing, Tenant agrees that Tenant shall be bound by, and required to comply with, the provisions of any assignment of rents and leases with respect to the Building.

8. RECORDATION OF AGREEMENT: This Agreement shall be recorded by the Landlord with the San Francisco County Assessor-Recorder against the property's title.

9. SALE OF PREMISES: If the owner(s) of Premises enters into any contract or option to sell or transfer the Premises or any interest in the building containing the Premises at any time between the initial application and recording of the final subdivision map or parcel map, said contract or option shall be subject to the following conditions: **(a)** the contract or option shall include written notice that the Premises are subject to the life time lease requirements of San Francisco Subdivision Code Section 1396.4(g), **(b)** prior to final execution of any such contract or option, the owner(s) shall record a notice of restrictions against the property that specifically identifies the Premises as subject to the life time lease requirements and specifies the requirements of the life time lease as set forth in Section 1396.4(g)(1), and (c). The recorded notice of restrictions shall also be included as a note on the final subdivision map or parcel map.

10. LATE CHARGE; RETURNED CHECKS:

(if a late charge is an existing term of the rental agreement between landlord and tenant, then check here ___ and paragraphs 10 A & B are incorporated into this lease.)

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ _____ or _____% of the Rent due as a Late Charge and \$25.00 as a NSF fee for each returned check.

B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

11. PARKING:

(if parking is an existing term of the rental agreement between landlord and tenant, then check here ___ and paragraph 11 is incorporated into this lease.)

The right to parking is included in the Rent charged pursuant to paragraph 3 and parking is permitted as follows:

_____.

If not included in the Rent, the parking rental fee shall be an additional \$ _____ per month and permitted as follows: _____.

_____. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

12. STORAGE:

(if storage is an existing term of the rental agreement between landlord and tenant, then check here ___ and paragraph 12 is incorporated into this lease.)

The right to storage space is included in the Rent charged pursuant to paragraph 3 and storage is permitted as follows: _____.

If not included in the Rent, storage space fee shall be an additional \$ _____ per month and permitted as follows: _____.

Tenant shall store only personal property Tenant owns, and shall not store property claimed by another. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

13. UTILITIES:

(if utilities are an existing term of the rental agreement between landlord and tenant, then check here ___ and paragraph 13 is incorporated into this lease.)

Utility usage and payment are included in the Rent charged pursuant to paragraph 3 and utility usage and payment related thereto are permitted as follows:

If not included in the Rent, Tenant agrees to pay for all utilities and services except _____, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. Tenant shall only pay for utility services to the Premises.

14. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s). (Check all that apply:)

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or _____) days after the Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the premises.
- D. Other: _____

15. MAINTENANCE:

- A. This Agreement does not and shall not alter or abridge the rights or obligations of the parties in performance of their covenants, including but not limited to the provision of services, payment of rent, or the obligations imposed by Sections 1941, 1941.1, and 1941.2, 1941.3, and 1941.4 of the California Civil Code. There shall be no decrease in dwelling unit maintenance or other services historically provided to the Premises and life-tenant(s). Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated.

16. PETS:

(if landlord permission for pets is an existing term of the rental agreement between landlord and tenant, then check here ___ and paragraph 16 is incorporated into this lease.)

Unless otherwise permitted by law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: _____

17. ___ (If checked) NO SMOKING:

(if no smoking is an existing term of the rental agreement between landlord and tenant, then check here ___ and paragraph 17 is incorporated into this lease.)

No smoking is allowed on the Premises. If smoking does occur on the Premises, Occupant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris.

18. RULES/REGULATIONS:

(if house rules is an existing term of the rental between landlord and tenant, then check here ___ and paragraphs A & B below are incorporated into this lease.)

- A. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)
 - 1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____.
 - OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

19. CONDOMINIUM:

- A. Landlord intends that the Premises will be converted into a condominium governed by a homeowners' association ("HOA"). Landlord shall provide Tenant copies of the HOA rules and regulations, if any.
- B. Landlord shall provide Tenant with a copy of the HOA rules and regulations within _____ days of recordation of the CC&Rs by the subdivider.

20. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 29C, without Landlord's prior written consent, Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; .

21. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive ___ prior to the Commencement Date):
 - _____ key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s),
 - _____ key(s) to mailbox, _____ key(s) to common area(s)..

22. ENTRY: Landlord entry into the premises shall be governed by Civil Code Section 1954.

23. ASSIGNMENT; SUBLETTING:

(if landlord permission for subletting is an existing term of the rental agreement between landlord and tenant, then check here ___ and paragraph 23 is incorporated into this lease.)

Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

24. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

25. ___ LEAD-BASED PAINT (If checked): Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

26. ___ MILITARY ORDNANCE DISCLOSURE: (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.

27. ___ PERIODIC PEST CONTROL: Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.

28. ___ METHAMPHETAMINE CONTAMINATION: Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

29. MEGAN'S LAW DATABASE DISCLOSURE: 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 he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

30. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of the Agreement, Tenant shall: **(i)** give Landlord all copies of all keys or opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Landlord, empty of all persons; **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; **(v)** remove all debris.

B. Right to Pre-Move-Out Inspection and Repairs as follows: **(i)** After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: **(a)** obtain receipts for Repairs performed by others; **(b)** prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and **(c)** provide copies of receipts and statements to Landlord prior to termination.

31. INSURANCE: Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**

32. WATERBEDS: Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises.

33. WAIVER:

(if there is an existing provision concerning breach as an existing term of the rental agreement between landlord and tenant, then check here ___ and paragraph 33 is incorporated into this lease.)

The waiver provision is as follows:

_____.

If there is no waiver provision, then the following shall apply: The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

34. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: _____ Tenant: _____

35. TENANT ESTOPPEL CERTIFICATE:

(if there is an existing tenant estoppel provision as an existing term of the rental agreement between landlord and tenant, then check here ___ and paragraph 35 is incorporated into this lease.)

The _____ tenant _____ estoppel _____ provision _____ is _____ as _____ follows: _____

If there is no tenant estoppel provision, then the following shall apply: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 30 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

36. OTHER TERMS AND CONDITIONS; SUPPLEMENTS: _____

The following ATTACHED supplements are incorporated in this Agreement: _____

37. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

38. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____

39. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese. Pursuant to the California Civil Code Tenant shall be provided a translation of this Agreement in the language used for the negotiation.

40. This lifetime lease shall only become operative upon the recordation of the final map in which the Premises shall become a separate condominium unit under the San Francisco Subdivision Code.

Tenant agrees to rent the premises on the above terms and conditions.

Tenant _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____
Tenant _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the premises on the above terms and conditions.

Landlord _____ Landlord _____
Address _____
Telephone _____ Fax _____ E-mail _____