## SUBLEASE AGREEMENT, 2019 - 2020

**Parties.** This Sublease Agreement is made between FIRST MENNONITE CHURCH OF SAN FRANCISCO, as the "Landlord", and ASSOCIATE MVSer Rebekah Puddington, as the "Subtenant," together referred to as the "Parties."

**Property Address.** The Sublease is for a portion of the Landlord's interest in the premises located at 802 PAGE STREET, SAN FRANCISCO, CA (the "<u>Premises</u>") on the following terms:

- 1. Lease Term. The Sublease will be for a term beginning on AUGUST 1, 2020 and ending on JULY 31, 2021.
- 2. **Subtenant's Interest in the Premises.** Subtenant is one of FIVE total tenants (the "<u>Tenants</u>") jointly and separately occupying the Premises. Subtenant will not share a bedroom at the Premises. Subtenant may share all of the common spaces (e.g., living room, dining room, kitchen, balcony) in the Premises equally with the other Tenants.
- 3. Rent.

3.1. **Rent Amount.** Subtenant will pay a total monthly rent of \$850. Rent will be payable by the first day of each month directly to FIRST MENNONITE CHURCH OF SAN FRANCISCO (FMCSF).

3.2. **Rent Payment.** Rent may be paid by check, wire transfer or paypal personal transfer direct from a bank account. Rent paid via check shall be given to the MVS FINANCE PERSON who is also a tenant.

3.3. Late Rent. A late charge of \$50 will be incurred if rent is not paid when due.

- 4. **Condition of the Premises.** Subtenant acknowledges that they will examine the Premises and report to the Landlord with photo documentation any problems within 24 hours of receipt of the keys. Upon the termination of this Sublease Agreement for any cause, Subtenant will leave the Premises in their original good condition, except for reasonable wear and tear. Subtenant is responsible for the repair of any damage resulting from the act or neglect of Subtenant or their guests.
- 5. Utilities. The Subtenant's rent amount includes utilities.
- 6. Smoking. Smoking is not permitted in the Premises.
- 7. Pets. No pets of any kind are permitted.
- 8. Subleasing and Assignment. Subtenant may not sublease, or assign the Premises.
- 9. Noise and Disruptive Activities. Subtenants or their guests shall not disturb, endanger or inconvenience other tenants of the building, nor violate any law, nor commit or permit waste or nuisance in or about the Premises. Subtenants shall not do or keep anything in or about the premises that will obstruct the public spaces available to other residents. Subtenants shall be responsible for any fines, charges, or penalties assessed by the condo development's Home Owner's Association ("HOA") as a result of any violation of the HOA's rules.
- 10. **Termination Notice.** Subtenant's tenancy will terminate on the date specified in <u>Section</u> <u>1</u> above, unless Landlord and Subtenant sign another written agreement prior to the end of tenancy providing for an additional period of tenancy.

- 11. **The Master Lease.** This Sublease is subject and subordinate to the Master Lease. It is the intent of the Parties to incorporate the terms of the Master Lease into this Sublease by reference except as otherwise specifically provided herein. Where there is a material conflict between terms of the Master Lease and this Sublease, the Master Lease will govern. Subtenant agrees to be bound by and perform all the terms, provisions and conditions to be performed by or applicable to Landlord under the Master Lease to the extent applicable to the Premises or use of any portion of the Building. Any references to "Tenant" in the Master Lease shall be deemed references to the Subtenant.
- 12. **Termination of Master Lease.** Landlord will provide (30) days' notice to Subtenant if the Master Lease is terminated. Subtenant agrees that if the Master Lease is terminated for any reason, this Sublease Agreement will terminate as of the same date.
- 13. **Indemnification.** Landlord shall not be liable and Subtenant hereby waives all claims against Landlord for any damage to any property or any injury to any person in or about the Premises for any cause whatsoever. Subtentant shall indemnify and hold the Landlord harmless from and against any and all loss, claims, liability or costs (including court costs and attorneys' fees). The provisions of this "Indemnification" section shall survive the termination of the Sublease Agreement with respect to any claims or liability accruing prior to such termination.
- 14. **Complete and Binding Agreement.** All preliminary negotiations between the Parties are merged into and superseded by the terms of this Sublease. This Sublease will not be enforceable until signed by both Subtenant and Landlord. Any modification to this Agreement must be in writing, signed by both Landlord and Subtenant.
- 15. **House Rules.** Subtenant shall abide by the Household Covenant agreed upon by all house members for years 2029-2021. Subtenant shall also be present for household mediation in December 2020.

We, the Undersigned, agree to the above stated terms.

Subtentant, ASSOCIATE MVSer (print):\_\_\_\_\_

(signature):\_\_\_\_\_

Landlord, FMCSF rep (print):\_\_\_\_\_

(signature):