

HARBOR VOCATIONAL DISCERNMENT PROGRAMS, INC.
2020-2021 TERMS AND CONDITIONS OF OCCUPANCY
ST. PHILIP'S CONVENT, SAN FRANCISCO

1. CONTRACT

This Housing Contract grants the individual a limited license to use and occupy an assigned room under the terms and conditions in this Contract without establishing a landlord/tenant relationship or vesting any property interests in the Member. This Contract may not be assigned or transferred to another person.

2. ELIGIBILITY

Residential Occupancy of any portion of St. Philip's Convent, located at 4174 24th Street, San Francisco (the "Premises") is limited to a member in good standing ("Member") of Harbor Vocational Discernment Programs, Inc. ("Harbor"), as evidenced by his express acceptance of the terms and conditions set forth in the Harbor Covenant ("Covenant"), as may be amended from time to time. Harbor is a California Religious Corporation, the purpose of which is to form communities for the discernment of Catholic vocations.

- A. The Member must be an active participant in the Harbor Community located upon the Premises.
- B. The Member must be in good behavioral standing with the Harbor Community.
- C. The member must agree to and sign the Harbor Covenant.

3. OCCUPANCY

This Contract is for one year, commencing 09/22/2022 and ending on 09/21/2023, unless terminated sooner pursuant to the terms and conditions set forth in the Covenant.

4. RATES AND PAYMENTS

- A. Member agrees to pay the room fee for the particular room assigned, even if that room was not ranked among the Member's preferences on the housing application. Payment must be made or arranged for payment plan prior to the beginning of the contract period.
- B. This Contract legally binds Member to room charges for the full term or remaining balance thereof.
- C. The cost of utilities (e.g. trash, gas, electric, water, cable, internet, etc) is passed through to the end user, the program participants/members. The cost is divided fairly between all participants/members, but division of cost will not be determined upon actual use. For instance, if a program participant/member is on vacation for two weeks and not living at the house for that time, the cost of utilities will still be divided among the participants/members without respect for actual use or time away from the house.

5. MEALS

Member acknowledges that occupancy allows for kitchen access, but does not include a meal plan. Provisions and responsibility for meal preparation shall be addressed by fellow Members of the Harbor Community, as set forth in the Covenant, which is incorporated herein by reference.

6. ROOM ASSIGNMENTS, CHANGES, AND CONSOLIDATIONS

The Dean of the Community reserves the right to assign residence rooms and other units/spaces to make the most effective use of available space, to use unallocated space (including lounges), and to utilize single rooms for double occupancy in overflow situations. The Dean also reserves the right to later reduce the number of Members assigned to a room, lounge, or other accommodation.

7. RIGHT OF ENTRY AND SEARCH

The Dean reserves the right to enter any Member's room or unit without notice to (a) inspect for condition of room and compliance with safety regulations; (b) repair, maintain, or clean; (c) respond to reported or perceived emergency situations; (d) enforce Harbor Community policies; and (e) ensure that the building is vacated in fire drills, during vacation periods, and in health and safety emergencies. Authorized representatives of Harbor Community may address violations of Harbor Community policy discovered upon entering a Member's room or unit.

8. TERMINATION

- A. Member agrees to abide by all Harbor Community rules and regulations as well as all federal, state, and local laws. Members found to have violated these standards or breached this Contract are subject to expulsion from the Premises.
- B. The Dean of the Harbor Community reserves the right to terminate this Housing Contract and the Member's residency because of improper or unsafe conduct by the Member or failure of the Member to comply with any term or condition of this Housing Contract, including but not limited to the failure to comply with Harbor rules and regulations as well as all federal, state and local laws. The Harbor Community's termination of this Housing Contract does not relieve the Member's obligation to pay the room rate for the full term. If the Member withdraws from the community, this Housing Contract will terminate and eligibility for any refund will be determined by the Harbor Community's refund policy.

9. FURNISHINGS, ROOM CONDITION, AND DAMAGES

Each member of the Harbor Community will be responsible for providing his own furnishings, including window coverings. Member is responsible for the general condition of his room or unit and its contents. Member may be assessed charges for damage to (or theft of) Harbor Community property. In the event that damages to common areas are “unassigned” to specific individual/s, residents of that floor or suite may jointly be assessed charges for damage to (or theft of) Harbor Community property in the common areas.

10. PERSONAL PROPERTY

Member is at all times responsible for his personal property. Member is encouraged to obtain renter's insurance to cover loss or damage to personal property (such as electronics, computers, books, clothing, etc.). The Harbor Community assumes no responsibility for property left after the termination of occupancy. The Harbor Community reserves the right to remove possessions left on the premises by Member after the term of residency ends at the Member's expense.

11. SMOKING

Smoking and the use of tobacco products (cigarettes, e-cigarettes, hookahs, pipes, cigars, water pipes, vape pens, personal vaporizers, electronic nicotine delivery systems, smokeless tobacco, and any other means of smoking) are not permitted anywhere within the Premises.

12. FIRE SAFETY AND SECURITY

- A. Candles (including unburned, decorative candles), incense, and other objects with open flames are fire hazards and are prohibited in the Premises, unless used for community-wide religious exercises.
- B. Electrical appliances with exposed heating elements, including but not limited to hot plates, ceiling fans, sun lamps, heaters, torchiere halogen lamps, and air conditioners are prohibited in rooms and units. Toaster ovens may be used only in the main kitchen of the Premises. Only UL-approved, circuit-breaker type extension cords may be used in the residential spaces.

16. RIGHT TO MODIFY

The Harbor Program reserves the right to make and promulgate modifications to this agreement or additional rules and regulations, or both, which may be reasonably necessary or appropriate for the safety, care, and general welfare of the Member and to adjust charges or

costs for accommodations, facilities, and food services.

17. FORCE MAJEURE

The Harbor Program assumes no responsibility for failure to perform any terms or conditions of this Contract due to circumstances beyond its control.

18. BREACH

The Harbor Program reserves the right to withhold credits or deposits in the event of a breach of this Contract by Member and may continue such withholding until such time as Member fully complies with this Contract.

19. NON WAIVER OF TERMS AND CONDITIONS

The failure of the Harbor Program to insist upon strict performance of any terms or conditions of this Contract or to avail itself of any rights or privileges enumerated herein, in any one or more instances, shall not constitute a waiver of such a term or condition, but the same shall remain in full force and effect. The receipt by the Harbor Program of any payment, with knowledge of the breach of any term or condition hereof, shall not constitute a waiver of such breach, and no waiver by the Harbor Program of any term or condition hereof shall be effective unless expressed in writing and signed by the Dean of the Harbor Program.

20. GOVERNING LAW

The terms and conditions of this Contract shall be interpreted in accordance with the laws of the State of California. This Contract is a legally binding contract between the Member and the Harbor Program. I hereby acknowledge that I have read the entirety of this contract and agree to abide by its terms. I also understand and agree that providing false or incorrect information on the housing application or any attachment may render this Contract void.

By signing below, I agree to abide by the terms of this Housing Contract and the Covenant of the Harbor Vocation Discernment Centers, Inc., incorporated herein by reference.

I agree that all information submitted on this form is accurate. Falsification of any information may result in revocation of this housing contract and/or disciplinary action.

Member Signature  _____

Member Name: Pierre d'Hébrail Date: 09/21/2022