

## **SAN FRANCISCO ACCESSIBLE BUSINESS (SFABE) PROGRAM AGREEMENT**

**Property Address for Lease:** 1561 California Street, San Francisco, CA 94109. This agreement is made and entered into on \_\_\_\_\_ (Date), by and between:

**Property Owner:** Ellen N. Ching, as Trustee of the Ellen N. Ching Trust dated May 17, 1991

**Address:** 3707 Brunswick Court, South San Francisco, CA 94080

**Applicant Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

### **A. PURPOSE:**

This agreement confirms the Tenant's understanding and agreement to fully comply with and bear all costs associated with the \*San Francisco Accessible Business Entrance (SFABE) Program\* requirements for the leased commercial property, with no liability assumed by the Landlord.

### **B. SFABE PROGRAM REQUIREMENTS:**

The Tenant acknowledges and agrees with the following:

#### **1. Accessibility Compliance:**

The leased commercial property must comply with the \*San Francisco Accessible Business Entrance (SFABE) Program\*, which requires that all business entrances be accessible to individuals with disabilities, including those using wheelchairs or other mobility devices.

#### **2. Tenant Responsibilities:**

- a. The Tenant agrees to fully respond to and comply with all SFABE Program requirements, including but not limited to ensuring business entrance is accessible and meets all applicable standards.
- b. The Tenant will not alter or modify the entrance in a way that violates SFABE requirements.
- c. The Tenant will promptly notify the Landlord of any issues or repairs needed to maintain accessibility.
- d. The Tenant agrees to bear all costs associated with achieving and maintaining compliance with the SFABE Program, including inspections, modifications, repairs, and any penalties or fines resulting from non-compliance.

#### **3. Landlord Responsibilities:**

- a. The Landlord makes no representations or warranties regarding the property's compliance with SFABE requirements at the start of the lease term.
- b. The Landlord assumes no liability for the Tenant's failure to comply with SFABE requirements or for any costs, penalties, or fines incurred by the Tenant.

#### **4. Inspections and Violations:**

- a. The Tenant agrees to allow inspections by the City of San Francisco to verify compliance with SFABE requirements.
- b. If violations are found, the Tenant agrees to resolve them at their own expense within the time frame required by the City.

#### **5. Costs:**

- a. The Tenant agrees to bear 100% of the costs associated with SFABE compliance, including but not limited to:
- b. Structural modifications to the entrance.
- c. Maintenance and repairs to ensure accessibility.
- d. Inspection fees, penalties, or fines resulting from non-compliance.

### **B. ACKNOWLEDGMENT AND AGREEMENT:**

By signing below, the Tenant acknowledges that they have read, understood, and agree to fully comply with the SFABE Program requirements for the leased commercial property. The Tenant further acknowledges that the Landlord assumes no liability for any costs, penalties, or fines related to SFABE compliance.

**Owner Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_