

EcoHouse Lease Addendum

EcoHouse is a demonstration home and garden used for educational and demonstration purposes by the Ecology Center. Many features and appliances are installed with the express purpose of education and demonstration and may differ from a typical residential rental property. This lease addendum details the uncommon aspects of this tenancy arrangement.

1. Access to House and Garden for Educational Events

Tenant acknowledges and agrees that Landlord shall have access to all parts of the house and garden to conduct classes, public tours, and public viewing of the same.

Frequency: All portions of the house and garden may be open for public workshops, tours, viewings and presentations on a routine basis, no more than five times per month. Landlord may increase the number of times per month with 90 day notice to Tenant. In a typical month, two events are scheduled that involve access to the interior of the house, typically on Sunday. Additional events may take place in the yard, but not include the interior of the house.

Advance Notice: Landlord will notify the Tenant of all EcoHouse workshops, tours, and other events with no less than 72 hours notice.

Degree of Access: Tour and workshop participants will not enter bedrooms. They may view the bathroom, but not use it. Participants are directed to use the public toilet located in the Peralta Community Garden. Tour participants and/or teachers will not use Tenant's glasses, dishes, toilet paper, or soap unless permission to do so has been expressly granted by Tenant.

Preparation of House: Tenant shall have the living room, kitchen, and bathroom in neat and presentable condition for pre-scheduled tours. Tenant will not leave out dirty dishes, and will stow personal belongings in a manner that protects them from inadvertent damage or theft (eg. in the bedrooms or closets).

Preparation of Garden: Tenant shall prepare the garden and yard for any scheduled tours by storing any personal items out of site, retracting the clothesline, and removing garden hoses from the pathways.

Attendance: Tenant is permitted to participate in classes or tours as a student, but is not required to be present. Tenant shall not assume the role of tour guide or teacher.

Responsibilities: After a workshop or tour, Ecology Center will sweep floor and pick up any waste left behind by workshop/tour participants. Ecology Center is responsible for any damage to Tenant's property by a workshop participant or teacher.

Living Room and Kitchen Furnishings: The Ecology Center has furnished the kitchen and living room so that it can easily be repurposed to accommodate a workshop or tour. For that reason, Tenant must minimize the amount of extra furnishings occupying the rooms so as to not crowd the tour space.

2. Access to House and Garden for Repairs, Maintenance, and Construction of New Features

Tenant acknowledges and agrees that Landlord has the right to initiate and execute building and landscape projects to fulfill the ecological demonstration aspect of the Premises, independent of Tenant's approval. Tenant also acknowledges and agrees that the Landlord retains the right to free access to the house and garden for routine, emergency, and scheduled, or unscheduled maintenance, repair, and all other necessary work.

Advance Notice: Landlord will notify the Tenant no less than 24 hours in advance of any work done on the Premises to further develop the demonstration site.

3. Garden Use

The garden and landscaping are a fundamental demonstration aspect of EcoHouse. The Ecology Center employs a Garden Maintenance and Education Contractor who is responsible for pruning, plant placement and removal, planting choices, design, and all other landscape maintenance functions. Final garden oversight rests with the Landlord. Tenant shall not alter, remove, plant, add to, or in any way modify the garden plants, equipment, and structures therein without the prior written consent of the Ecology Center Program Manager. The potential exists for the Tenant to be very involved in the garden; however, it will occur in a deliberate way with significant Ecology Center oversight.

Watering: Tenant will be responsible for watering plants on a schedule determined by Garden Maintenance and Education Contractor and landlord. If Tenant is away and unable to water the yard, Tenant will notify landlord at least one week in advance.

Harvesting Food: Tenant may harvest fruit, vegetables, mushrooms, herbs, and other useful materials in the garden upon approval by Ecology Center Program Manager.

Use of Garden Tools: Tenant may use the property's garden tools upon approval by Ecology Center Program Manager.

Moving Plants: All plants in the ground and on site are owned by the Ecology Center, except upon written exception. Program Manager must give authorization for any plants to be moved.

Outdoor Furnishings: Tenant may use outdoor furniture that has been supplied and is on site. Program Manager must approve of any new outdoor furniture introduced to the site, contingent on whether it interferes with public education activities.

4. Participation in Demonstration Practices

EcoHouse has demonstration features that require the Tenant's active participation, to varying degrees. These features and their requirements are detailed below.

Rainwater Catchment System: Periodically, Tenant will switch the first flush diverter valve on the rainwater cistern as instructed by landlord.

Graywater System: The bathroom sink, bath/shower, and washing machine are connected to the site's graywater system. Tenant will only use graywater compatible soaps, detergents, and shampoos, and will not put anything down the drain that is incompatible with graywater use.

Landlord can approve soaps and detergents to be used.

Water-wise Laundry: A clothes washing machine is provided, and a retractable clothesline for drying. A drier is not provided.

Non-interference with Systems: Tenant shall not interfere with or in any way impede the proper functioning of and shall not repair, fix, alter, remove, change, install, add to, or modify any of the devices, equipments, and installations that form a part of the photovoltaic system, the water catchment system, and the wetland, greywater system, or any other device, system or appliance on the Premises, without the prior written approval of Landlord, which approval Landlord may grant or withhold in Landlord's sole discretion.

5. Inventory

The property includes gardening tools, kitchen and living room furnishings, yard furnishings, and plants. These items are the property of the Ecology Center. An inventory of these items will be taken prior to tenant's occupancy, and directly after the tenant's vacating of the premises.

6. Representation

The EcoHouse Tenant cannot speak on behalf of the Ecology Center. The Tenant Is Not Representative of Landlord. Tenant agrees that Tenant, invitees or any other party affiliated with the same, shall not hold himself or herself out as a representative, shall not so act, and shall not represent himself or herself as an agent of EcoHouse or the Landlord, or any organization affiliated with the Landlord or EcoHouse, without the prior written authorization of the Ecology Center.