

RENTAL AGREEMENT NO. \_\_\_\_\_

THIS RENTAL AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_

by and between

CITY OF SANTA BARBARA, a  
municipal corporation  
hereinafter referred to  
as "CITY"

and

Troy Smith  
hereinafter referred to  
as "TENANT";

W I T N E S S E T H:

WHEREAS, City owns the real property known as; Skofield Park and

WHEREAS, City desires to have a person living in the residential unit on said  
real property; and

WHEREAS, Tenant desires to live on the real property;

NOW, THEREFORE, in consideration of the payment of rental and  
performance of the other covenants and conditions, hereinafter provided, it is mutually  
agreed as follows:

1. DESCRIPTION OF PREMISES.

City rents to Tenant and Tenant rents from City, the residential house in Skofield  
Park located at 1819 Las Canoas Road, Santa Barbara, California 93105, which is  
hereinafter sometimes referred to as the "Premises," as shown on the map attached as  
Exhibit "A."

2. USE.

The Premises shall be used and occupied by Tenant exclusively as a private single-  
family residence. No business, commercial activity or occupation shall be conducted on or  
from the Premises.

Occupancy shall be limited to the following named persons:

Troy Smith

Occupancy by any person not listed above for a period of more than ten days in any six month period is prohibited and shall be considered a breach of this agreement.

3. TERM.

This Agreement shall commence on November 1, 2013 and shall continue in effect until October 31, 2014, unless otherwise earlier terminated pursuant to this Agreement.

4. RENT.

During the term of this Lease, monthly rental for the Premises shall be Two Thousand Four Hundred (\$2,400) per month, exclusive of all charges for utilities. Payment shall be in the form of a cashier's check or personal check payable to the "City of Santa Barbara", and delivered in a sealed envelope addressed to Jill Zachary, Assistant Parks and Recreation Director, or her designee. Lessor shall have the right to review, on a yearly basis, the monthly rental payment amount and to adjust the rate at the Lessor's option.

5. SECURITY DEPOSIT.

Tenant shall deposit with City a security deposit in the amount of Two Thousand Four Hundred Dollars (\$2,400), as security for Tenant's faithful performance of its obligations under this Agreement. If Tenant violates any term or condition of this Agreement, City may use, apply or retain all or any portion of the Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Tenant shall, within ten (10) days after written request therefore, deposit monies with City sufficient to restore the Security Deposit to the full amount required by this Agreement.

City shall not be required to keep the Security Deposit separate from its general accounts. Upon Tenant's surrender of the Premises, City shall return the Security deposit to Tenant in accordance with California law. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be a prepayment of any monies to be paid by Tenant under this Agreement.

6. LATE CHARGES AND RETURNED CHECKS.

Tenant hereby acknowledges that the late payment of rent or any other sums due hereunder will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be impracticable and/or extremely difficult to ascertain.

Accordingly, if any rental payments or any other sum due City is not received by City within five (5) days of the due date, a late charge of five percent (5%) of the payment due shall be added to the payment, and the total sum shall become immediately due and payable to City. An additional charge of five percent (5%) of said payment, exclusive of late charges, shall be added for each additional month or portion thereof that said payment remains unpaid. In addition, if any check given by Tenant to City for payment of rent or any other amount due under this Agreement is returned for

insufficient funds, a "stop payment" or any other reason, Tenant shall pay City a returned check charge of \$10.

Tenant and City hereby agree that such late charges represent a fair and reasonable estimate of the costs that City will incur by reason of Tenant's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by City shall not constitute a waiver of Tenant's default with respect to such overdue payment, or prevent City from exercising any of the other rights and remedies granted hereunder.

#### 7. COMPLIANCE WITH LAWS.

Tenant agrees to comply with all federal, state and local statutes, ordinances, laws, rules and regulations relating to the condition or use of the Premises.

#### 8. UTILITIES.

Where the utility service to the Premises is metered separately from the rest of the park, Tenant shall contract for all utility service to the Premises and pay all costs associated with such utility service. If a single utility meter serves both the Premises and the rest of the park property (excluding electrical service to irrigation controllers or radio antennae located in the Premises), City shall contract for the utility services and pay any required charges.

#### 9. MAINTENANCE OF PREMISES.

Tenant shall, at Tenant's sole cost and expense, maintain the Premises and the grounds appurtenant to the Premises in a neat and clean appearance including all shrubs and ground covers. Tenant shall not plant any trees or shrubs without prior written permission from the Parks and Recreation Director. The Premises grounds shall be maintained in compliance with the City fire code and any orders or directions of the City Fire Marshall.

#### 10. ALTERATIONS AND IMPROVEMENTS.

Tenant shall make no structural alterations, additions or improvements upon said Premises, without the prior written consent of the Parks and Recreation Director. Any alterations, additions or improvements shall be at the sole cost and expense of Tenant.

A. Ownership: All alterations, additions or improvements to the Premises made by Tenant shall be the property of Tenant, but considered part of the Premises. Unless otherwise instructed by City, all alterations, additions or improvements shall, at the expiration or termination of this Agreement, become the property of City and shall be surrendered by Tenant with the Premises.

B. Removal: By delivery to Tenant of written notice not later than thirty (30) days prior to the end of the term of this Agreement, City may require Tenant to remove any alterations, additions or improvements that Tenant made to the Premises by the expiration or termination of this Agreement. City may require the removal at any time of all or any part of

any alterations, additions or improvements made to the Premises by Tenant without the required consent.

C. Surrender: Tenant shall surrender the Premises with all improvements, parts and surfaces broom clean and free of debris, and in good operating order, condition and repair, ordinary wear and tear excepted. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice. Tenant shall repair any damage occasioned by Tenant's installation, maintenance or removal or any alterations, additions, improvements or equipment on the Premises. Moveable personal property shall remain the property of Tenant and shall be removed by Tenant.

#### 11. DESTRUCTION OF PREMISES.

If the Premises, or any part thereof, is rendered uninhabitable by fire or other casualty, City may, at City's option, terminate this lease or repair the Premises in accordance with the provisions of this lease.

#### 12. STORAGE OF VEHICLES AND PERSONAL PROPERTY.

Tenant shall park no more than two personal vehicles on the Premises. Tenant may not repair any vehicle on the Premises. Tenant shall clean any spilled or dripped grease, oil and any other fluids from Tenant's vehicles at Tenant's expense. Tenant shall not wash vehicles on the Premises.

Except for the two vehicles described above, Tenant's personal property must be stored within the Premises or fenced areas appurtenant to the Premises, out of sight of the public and park users.

#### 13. DANGEROUS MATERIALS.

Tenant shall not keep on the Premises any item of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fires on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

Tenant shall not use a charcoal grill or fire pit. An outdoor gas grill is permitted.

#### 14. PROPERTY TAXES.

Tenant acknowledges that the leasehold or possessory interest in the Premises created by this Lease may be subject to taxation pursuant to Section 107.6 of the California Revenue and Taxation Code. Tenant agrees to pay, before delinquency, all lawful taxes, which, during the term hereof, may be or become a lien or may be levied upon the real property, improvements or personal property situated on the Premises, or upon the subject matter of this Lease.

#### 15. ANIMALS. NO SMOKING ON PREMISES.

Tenant shall keep no domestic or other animals on or about the Premises. No smoking is permitted on the Premises.

16. INSPECTION OF PREMISES.

City and its agents shall have the right to enter into the Premises at any time, in the case of an emergency, and otherwise during normal business hours or with the consent of Tenant, for the purpose of inspecting the condition of the Premises, verifying compliance by Tenant with this Lease and conducting any repairs to the Premises required of City.

17. SURRENDER OF PREMISES.

At the end of the term or other sooner termination of this Lease, Tenant shall surrender and deliver to City possession of the Premises in good order, condition and repair, reasonable wear and tear excepted, free and clear of all occupancies, liens, encumbrances and personal property.

18. ASSUMPTION OF RISKS.

Tenant represents that Tenant has inspected said Premises. Tenant accepts the condition of the Premises and fully assumes all risks incidental to the use and occupancy of the Premises. To the extent permitted by law, City shall not be liable to Tenant for any damages or injuries to the property or person of Tenant or guests of Tenant, which may result from hidden, latent or other dangerous conditions upon such Premises, or which may result from the negligence of the City, its agents, officers or employees, or which may result from any condition of fire, earthquake, flood, rainfall, or escape of water from any channel, regardless of the cause thereof.

19. INSURANCE.

Tenant agrees to purchase and maintain at Tenant's sole cost and expense during the term of this agreement renters insurance (HO-4) covering personal liability and property at limits of \$250,000 with an insurer or insurers satisfactory to the City. Tenant agrees to furnish a current certificate of insurance evidencing each coverage annually during the term of this agreement.

20. INDEMNITY.

Tenant agrees to investigate, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorney's fees) and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents, and invitees of each party hereto) arising out of or in any way connected with Tenant's occupancy, maintenance, enjoyment or use of the Premises.

21. DEFAULT.

If Tenant fails to comply with any material provision of this Agreement or fails to comply with any duty imposed on Tenant by law and such failure continues for a period of ten (10) days following written notice to Tenant, City may terminate this agreement.

22. WAIVER OF BREACH.

City's failure to exercise its rights under this Lease in any default or breach of covenant on the part of Tenant shall not be construed as a waiver thereof; nor shall any custom or practice, which may develop between the parties in the course of administering this Lease, be construed so as to waive or to lessen the right of City to insist upon the performance by Tenant of any term, covenant or condition hereof, or to exercise any rights given to City on account of any such default or breach. A waiver of any particular breach or default shall not be deemed to be a waiver of any other subsequent breach or default.

23. TERMINATION.

Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party.

24. ASSIGNMENT AND SUBLETTING.

Tenant shall not sublet or assign all or any portion of the Premises.

25. CONDITION OF OCCUPANCY. PARK RULES

Tenant is not an employee of the City of Santa Barbara and shall abide by all park rules, including hours of operation and allowed uses.

26. NOTICE

All notices required or permitted by this Agreement shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail with the U.S. Postal Service, with postage prepaid, and shall be deemed sufficiently given if served in the manner specified herein. If such notice is intended for City it shall be addressed to:

Jill Zachary  
Assistant Parks and Recreation Director  
620 Laguna Street  
Santa Barbara, CA 93101

with a copy to:

City Clerk,  
City Hall  
Post Office Box 1990  
Santa Barbara, CA 93102-1990

or

City Clerk  
City Hall  
735 Anacapa Street  
Santa Barbara, CA 93101

and if intended for Tenant it shall be addressed to:

Troy Smith  
1819 Las Canoas Rd  
Santa Barbara, CA 93105

or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices sent by overnight courier services that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the courier. If notice is received on Saturday, Sunday or a legal holiday, the notice shall be deemed received on the next business day.

#### 27. NONDISCRIMINATION.

Tenant agrees to comply with Nondiscrimination Certificate attached hereto, marked Exhibit "B" and incorporated herein by reference.

#### 28. LEAD-BASED PAINT NOTICE.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. Tenant shall initial here to acknowledge receipt of disclosure and pamphlet. \_\_\_\_\_

#### 29. PARTIES AND SOCIAL GATHERINGS.

Tenant shall not host parties or large social gatherings so as to cause an unreasonable disturbance to neighbors or park users. All social gatherings shall be held consistent with park rules, including hours of operation and allowed uses.

30. COMPLETE UNDERSTANDING AND AMENDMENTS.

This Agreement sets forth all of the agreements and understandings of the parties and any modification must be written and properly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first written above.

CITY OF SANTA BARBARA  
A Municipal Corporation

TENANT

\_\_\_\_\_  
Nancy L. Rapp  
Parks and Recreation Director

\_\_\_\_\_  
Troy Smith

ATTEST:

\_\_\_\_\_  
Gwendolynn Peirce  
City Clerk Services Manager

\_\_\_\_\_  
Type or Print Name

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Jill E. Zachary  
Assistant Parks and Recreation Director

City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number

APPROVED AS TO FORM:  
Stephen P. Wiley  
City Attorney

By \_\_\_\_\_

APPROVED AS TO INSURANCE:  
Risk Manager