

## **RFP 3930 – Exhibit H: Tenants Obligation for Nondiscrimination Certificate**

### **S.B.M.C.9.130.020**

The "Tenant's obligation for nondiscrimination" is as follows:

- a) Tenant in the use of this property which is the subject of the Lease or in the operations to be conducted pursuant to the provisions of this Lease, will not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act - Government code Sections 12900 - 12996) except where such discrimination is related to bona fide occupational qualification.
- b) Tenant shall furnish its accommodations and services on a fair, equal and nondiscriminatory basis to all users thereof and Tenant shall only use fair, reasonable and nondiscriminatory prices for each unit of service.
- c) Tenant shall make its accommodations and services available to .the public on fair and reasonable terms without discrimination on the basis of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act - Government code Sections 12900 - 12996) except where such discrimination is related to bona fide occupational qualification.
- d) Tenant shall not discriminate or allow discrimination either directly or indirectly, in hiring or employing persons to work on the leased premises.
- e) Tenant agrees that it shall insert the above articles in any agreement by which said Tenant transfers any interest herein or grants a right or privilege to any person, firm or corporation to use the leased premises or to render accommodations and services to the public on the leased premises.
- f) Non-compliance with provisions a), b), c), d), and e) above shall constitute a material breach hereof and in addition to any other remedies provided by law or this Lease, in the event of such non-compliance the City shall have the right to terminate this Lease and the interest hereby created without liability therefor, or at the election of the City, the City shall have the right to enforce judicially the provisions a), b), c), d), and e).

In the event the Tenant is found to have failed to comply with the provisions of articles a), b), c), d), and e) and notwithstanding any other remedy pursued by City, the Tenant shall pay to the City the sum of \$25.00 per day each incident of a failure to comply.