

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO: Honorable City Council**

**FROM: Jessica Sandifer, Senior Management Analyst**



**DATE: June 19, 2015 (CC Meeting of 07/01/15)**

**SUBJECT: Consider Agreement with Linda L. Toth dba Home Sweet Home Property Management for Property Management Services at City-owned Properties and Resolution Amending Fiscal Year 2015/16 Budget**

**BACKGROUND**

The City owns a number of properties. When the improvements on the properties are in good condition, the City elects to rent the property until such time that the City needs to use the property for its intended purpose. The rental income is used to defray the overall cost of the land acquisition. The properties are rented to commercial or residential users based on the properties current use at the time of purchase. Currently the City has two residential properties that have been managed in house with a third residential property to be rented in late-July.

**DISCUSSION**

Historically, the City has managed all rental properties with staff in-house. Due to expanding workloads, staff is recommending hiring the services of a property manager to assist with management of the City's residential properties. The residential tenants require more staff time to respond to maintenance issues, conduct annual property inspections, and need a quicker response in emergency situations. Staff feels that a property manager is better able to respond to these situations in a more timely manner. The recommended Property Manager, Linda L. Toth, is a licensed real estate agent and she has the required experience and knowledge to professionally manage our residential rental properties and to ensure that they are managed according to Landlord Tenant Law. Once the Agreement is signed the Property Manager will be the main contact with the tenants, including accepting monthly rental payments.

The fee for management of currently rented properties is 12% per month with a not-to-exceed cap of \$850 per month. It is proposed that the property manager will receipt the gross monthly rent payments and turn them over to the City. She will invoice us monthly for the 12% management fee and the City will provide her with a petty cash amount of \$4,000 to pay for maintenance costs associated with the rental units, subject to the

\$1,000 spending authority outlined in the Agreement. The property manager would submit receipts and request replenishment of petty cash when the petty cash gets low. There is a fixed fee payment of \$595 each time a property becomes vacant and needs to be re-rented for the property manager to advertise the property and process potential new tenants. The Agreement term is for two-years and is proposed to start July 1, 2015.

**FISCAL IMPACT**

Once all three residential properties are leased, the estimated cost for the property manager is \$660/month. Upon execution of the Agreement, there will be a one-time transfer start-up fee of \$590 for the two rented properties and a fee of \$595 for the one property that is currently vacant. The total estimated cost for the first year of the Agreement is \$9,105. The Agreement has a not-to-exceed amount for the total term of \$21,000.

The funding for the property manager is coming directly from the rental payment amounts. The total gross rent from the three properties is estimated to be \$63,600, less the property manager's fee of approximately \$9,105 for the year, leaving net rental revenue to the City of \$54,495. \$46,200 is deposited in the City-wide Traffic Mitigation Fund (2002) and the remainder of \$8,295 is deposited in the Housing Successor Agency Fund (2203).

Funds were not included in the FY 2015/16 budget for these services. Staff is requesting a budget amendment from the City-wide Traffic Mitigation Fund (2002) for \$6,836.50 and from the Housing Successor Agency Fund (2203) for \$3,663.50 for a total of \$10,500 to fund the first year of the Agreement. Funds will be budgeted for the second year of the Agreement during the next budgeting process.

In addition, a \$4,000 appropriation in Fund 2002 is needed to initially establish the petty cash and Linda Toth will be the designated custodian of funds. As the Property Manager submits for petty cash replenishment, the appropriate property maintenance expenditure line items will be charged.

**STAFF RECOMMENDATION**

1. Approve Agreement with Linda L. Toth dba Home Sweet Home Property Management; and authorize the City Manager to sign the Agreement, subject to final language approval of the City Manager; and
2. Adopt Resolution No. 2015-\_\_\_\_\_.

Attachment

1. Agreement
2. Resolution No. 2015-\_\_\_\_\_

## ATTACHMENT 1

AGREEMENT BETWEEN THE CITY OF MOORPARK AND  
LINDA L. TOTH DBA HOME SWEET HOME PROPERTY MANAGEMENT  
FOR PROPERTY MANAGEMENT SERVICES  
FOR CITY-OWNED PROPERTIES LOCATED AT  
250 LOS ANGELES AVENUE, 1449 WALNUT CANYON ROAD  
AND 1493 WALNUT CANYON ROAD

THIS AGREEMENT, is made and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Moorpark, a municipal corporation ("City") and Linda L. Toth, an individual dba Home Sweet Home Property Management ("Property Manager"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for residential property management services; and

WHEREAS, Property Manager specializes in providing such services and has the proper work experience and real estate certifications as required by Business and Professions Code Section 10000 et. seq., to carry out the duties involved.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from the date of execution to June 30, 2017, unless this Agreement is terminated or suspended pursuant to this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Property Manager, as an independent contractor, in a contractual capacity to provide residential property management services, ensuring that properties identified as 250 Los Angeles Avenue, 1449 Walnut Canyon Road, and 1493 Walnut Canyon Road ("Properties") are managed, leased operated, maintained, and serviced as set forth in Exhibit C – Report and Budget Obligations and Exhibit D – Scope of Services. Property Manager will prepare lease agreements and required addendums, using the California Association of Realtors (C.A.R.) residential lease agreement and City provided addendums (Exhibit E). City to approve lease documents, including monthly rental amounts and term, prior to signing of lease by prospective tenant(s). During the Agreement term, additional sites may be added to the Agreement with a written amendment executed by both parties. In the event there is a conflict between the provisions of Exhibits C and D and this Agreement, the language contained in this Agreement shall take precedence. Property Manager shall perform the tasks described and set forth in Exhibits C and D.

Compensation for the services to be performed by Property Manager shall be in accordance with Section 5. Total compensation for all services shall not exceed the rates or total contract value of twenty-one thousand dollars (\$21,000.00) for the term of the Agreement, without a written amendment to the agreement executed by both

parties. Payment by City to Property Manager shall be in accordance with the provisions of this Agreement.

Property Manager agrees to comply with California Government Code Section 7550 in the performance of the work scope outlined in Exhibits C and D, and agrees to sign and submit the compliance document attached to this Agreement as Exhibit B.

### 3. PERFORMANCE

Property Manager shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Property Manager shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Property Manager hereunder in meeting its obligations under this Agreement.

### 4. MANAGEMENT

The individual directly responsible for Property Manager's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Property Manager shall be Linda L. Toth, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Property Manager and City, shall be the City Manager or the City Manager's designee.

### 5. PAYMENT

Property Manager shall submit to the City a completed Internal Revenue Service (IRS) W-9 form, before the City will approve payment for any invoice submitted to the City by Property Manager for payment.

For rented properties the City agrees to pay Property Manager twelve percent (12%) of gross rent monthly not to exceed eight hundred fifty dollars (\$850) per month. For vacant properties City agrees to pay Property Manager, in accordance with the payment rates and terms as set forth in Exhibit D for vacant properties, based on completion of itemized tasks. This amount shall not exceed twenty-one thousand dollars (\$21,000.00) for the total term of the Agreement.

Property Manager shall not be compensated for any other services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to the agreement executed by both parties.

Property Manager shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within fifteen (15) days of receipt of each invoice as to all non-disputed fees.

The Property Manager shall submit a Remittance Report, along with the City's gross rental proceeds on or before the fifteenth (15<sup>th</sup>) day of the month. The Remittance Report will show the rental amounts received and any added late fees.

Property Manager shall be provided petty cash in the amount of four thousand dollars (\$4,000), to be held in trust by Property Manager, to pay for property maintenance. When expenditures have been made, the Property Manager will submit invoices including receipts for purchases or services paid for out of the petty cash account, requesting replenishment of petty cash account monthly. Petty cash replenishment invoices shall be submitted no later than the fifteenth (15<sup>th</sup>) of the month for property maintenance performed in the previous month. All petty cash funds and supporting documentation are to be returned by Property Manager at the termination of the Agreement term and any extended Agreement term.

Both parties acknowledge that the City shall not be obligated to pay or reimburse the Property Manager for any expenses incurred by the Property Manager in connection with normal business expenses, including but not limited to, mileage, office lease, office equipment, office supplies, postage or delivery costs, banking fees, or any general overhead expense of the Property Manager, or for any salaries of Property Manager's employees, contractors, or agents. Any expense or reimbursable cost appearing on an invoice shall be accompanied by receipts or other documentation subject to approval of the City Manager. If the City disputes any of Property Manager's fees or expenses it shall give written notice to Property Manager within fifteen (15) days of receipt of any invoice showing fees that are the subject of the dispute. Property Manager will then have five (5) business days to submit additional requested information. If, after submittal of additional information, City determines that fee or expense is not an appropriate expense, as allowed by this Agreement, then Property Manager agrees to revise the disputed invoice and remove the unauthorized expense.

## 6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Property Manager at least thirty (30) days prior written notice. Upon delivery of said notice, the Property Manager shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Property Manager may terminate this Agreement only by providing City with written notice no less than sixty (60) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Property Manager the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Property Manager will submit an invoice to the City pursuant to this Agreement.

## 7. DEFAULT OF PROPERTY MANAGER

The Property Manager's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Property Manager is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Property Manager for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Property Manager. If such failure by the Property Manager to make progress in the performance of work hereunder arises out of causes beyond the Property Manager's control, and without fault or negligence of the Property Manager, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Property Manager is in default in the performance of any of the terms or conditions of this Agreement, designee shall deliver to the Property Manager a written notice of the default. The Property Manager shall have five (5) days after delivery of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Property Manager fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## 8. AUTHORITY LIMITED

Property Manager's authority shall be derived wholly from this Agreement, and Property Manager has no authority to act for or represent the City except as herein specified.

## 9. OWNERSHIP OF DOCUMENTS

Property Manager shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Property Manager shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Property Manager shall provide free access to the to the City Manager or the City Manager's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided two (2) business days before any such audit is conducted. Property Manager to provide the reports, as described in Exhibit C to the City. In addition, Property Manager shall provide City with a complete electronic copy of all financial and correspondence records annually (protected privacy information, including social security numbers, driver license numbers, and credit card numbers shall be redacted from all files submitted to the City). This electronic copy shall contain records from the period of January 1 through December 31, and shall be due to the City no later than January 31 of the year following the period covered. The final year of the Agreement

term, Property Manager will provide a report covering the period from January 1 through June 30, unless the Agreement is renewed or extended.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, including but not limited to work orders, receipts for services from third party providers, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared or used in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Property Manager. With respect to computer files, Property Manager shall make available to the City, at the Property Manager's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

#### 10. COLLECTING AND HANDLING MONEY

Property Manager shall diligently undertake the collection of rents and other charges payable by tenants under the terms of their leases. All sums collected by Property Manager shall be deposited immediately in a separate account and any interest accrued in this account shall accrue to the benefit of the City. All accounts shall be approved by and established in the City's name, for the benefits of, and held in trust for, the City, in a bank which has been approved by the City. Funds collected by Property Manager from tenants shall not be commingled with any other funds collected by Property Manager not associated with Properties. If required by law, Property Manager shall establish separate accounts for holding tenants' security deposits, and funds in such accounts shall not be commingled with other funds of Property Manager. Funds may only be withdrawn from the account by Property Manager for permissible expenditures pursuant to this Agreement.

#### 11. REPAIRS AND MAINTENANCE

Property Manager shall make all repairs and perform all maintenance on the buildings, grounds, and other improvements, including landscape maintenance, for the Properties necessary to maintain the Properties in good well-maintained condition, and in accordance with applicable property rental rules, laws, and regulations. Property Manager will get three (3) price quotes for each repair and will select the lowest cost repair. Property Manager shall also perform or furnish any and all emergency repairs or services necessary for the preservation of the Properties or to avoid the suspension of any services to the Properties or danger to life or property. Property Manager does not need to provide multiple quotes for emergency repairs. Property Manager shall give prompt notice of any emergency repairs to City. Emergency repairs or services may be made or furnished by Property Manager without City's prior written approval, but only if it is not feasible to secure such prior written approval. In any event, Property Manager shall, not later than one (1) business day after performing or furnishing an emergency repair or service, notify the City, in writing, of the details and costs thereof. Property Manager's obligations for repair and maintenance of the Properties shall not include repair and maintenance of meters and service lines owned by an entity that provides

utilities such as water, sewer, electricity, telephone/data, natural gas, and cable television.

Property Manager shall perform all other services which are normally performed in connection with the operation and management of similar professionally managed properties.

The Property Manager shall make all payments for repairs and maintenance costs incurred and equipment and supply purchases made in accordance with this Agreement, and under contracts approved or authorized under this Agreement, from petty cash provided to the Property Manager as outlined in Section 5, subject to spending authorized outlined below. Property Maintenance expenditures will not cause the annual expenditure under a budget line item to exceed the written budget approved by the City Manager or City Manager's designee, or will not cause the total projected annual expenditures to exceed the approved budget. City will provide Property Manager copies of line item budgets for each property. However, in the case of casualty, breakdown in machinery, or other emergency, the Property Manager may make reasonable payments for repairs, equipment, and supplies in excess of such amounts, if emergency action is necessary to prevent additional damage or a greater total expenditure, but in no event shall the Property Manager be authorized to expend more than one thousand dollars (\$1,000.00) without obtaining written approval from the City Manager or City Manager's designee.

## 12. NOTICES AND CLAIMS

Property Manager shall promptly (no less than one business day) deliver to City all notices received from any contractor or tenant or any other party with respect to the Properties. Property Manager shall notify the City of any personal injury or property damage occurring to, or claimed by, any tenant or third party on or with respect to the Properties promptly (no less than one business day) upon obtaining actual knowledge thereof and to promptly (no less than one business day) forward to City copies of any summons, subpoena, or legal document served upon the Property Manager relating to actual or alleged potential liability of the City, the Property Manager, or the Properties. Property Manager shall give City all pertinent information and reasonable assistance in the defense or disposition of any claims, demands, suits, or other legal proceedings which may be made or instituted by any third party against City which arise out of any matters relating to Properties, this Agreement, or Property Manager.

## 13. TENANT RELATIONS

Property Manager shall make itself fully familiar with the terms and provisions of all leases within the Properties, shall perform all duties of City as landlord under each such lease in conformance with applicable State and Federal law, so that such lease shall remain in full force and effect, with no default by City, and shall enforce the full performance of all obligations of the tenant under each such lease. Property Manager shall maintain business-like relations with tenants, receive requests, complaints, and the like from tenants and respond and act upon the foregoing in a reasonable fashion. To insure full performance by tenants of all of their obligations, Property Manger shall

inspect the Properties no less than every six (6) months, and shall make demands on any tenants who have not performed such obligations to do so. Property Manager shall notify all tenants of all rules, regulations, and notices as may be promulgated by City, governing bodies, and insurance carriers.

#### 14. INDEMNIFICATION AND HOLD HARMLESS

Property Manager shall indemnify, defend and hold harmless City, and any and all of its officers, employees, and agents ("City Indemnitees") from and against any and all loss, damages, liabilities, judgments, actions, claims, suits, costs, and expenses whatsoever, including reasonable legal counsels' fees and costs of litigation ("Claims"), regardless of merits or outcome of any such Claim, arising from or in any manner (a) related to or arising from Property Manager's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement or any acts beyond the scope of Property Manager's authority hereunder, (b) by any person or entity for commissions or brokerage fees based on agreements between the claimant and Property Manager, or (c) accruing to or resulting from any and all persons, firms, or corporations furnishing or supplying work, services, materials, equipment, or supplies arising from or in any manner connected to Property manager's negligent act or omission regarding performance of service or work conducted or performed pursuant to this Agreement or any acts beyond the scope of Property Manager's authority hereunder. If Claims are filed against City Indemnities which allege negligence on behalf of the Property Manager, Property Manager shall have no right of reimbursement against City Indemnitees for the costs of defense even if negligence is not found on the part of the Property Manager; however, Property Manager shall not be obligated to indemnify City Indemnitees from Claims arising from the sole negligence or willful misconduct of the City Indemnitees. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Property Manager's performance of this Agreement, the Property Manager shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable legal counsels' fees incurred in defense of such claims. The foregoing indemnities shall survive termination of this Agreement.

Indemnity for professional liability: When the law establishes a professional standard of care for property management services, to the fullest extent permitted by law, Property Manager shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsels' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Property Manager, its officers, agents, employees or contractors (or any agency or individual that Property Manager shall bear the legal liability thereof) in the performance of professional services under this Agreement.

Property Manager agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section in favor of City from each and every contractor, or any other person or entity involved by, for, with, or on behalf of Property Manager in the performance of this Agreement. In the event Property Manager fails to

obtain such indemnity obligations from others as required here, Property Manager agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors and assigns and or heirs of Property Manager and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Property Manager by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

#### 15. INSURANCE

Property Manager shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

#### 16. INDEPENDENT CONTRACTOR

Property Manager is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Property Manager shall at all times be under Property Manager's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Property Manager or any of Property Manager's officers, employees, or agents, except as set forth in this Agreement. Property Manager shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Property Manager shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Property Manager in connection with the performance of this Agreement. Except for the fees paid to Property Manager as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Property Manager for performing services hereunder for City. City shall not be liable for compensation or indemnification to Property Manager for injury or sickness arising out of performing services hereunder.

#### 17. LEGAL RESPONSIBILITIES

The Property Manager shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Property Manager shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Health and Safety Administration laws and regulations. The City, and its officers and employees, shall not

be liable at law or in equity occasioned by failure of the Property Manager to comply with this Section. Property Manager shall comply with the requirements of the Fair Housing Act of 1968 and all applicable Landlord - Tenant Law.

18. ANTI DISCRIMINATION

Neither the Property Manager, nor any contractor under the Property Manager, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such person, except as provided in Section 12940 of the Government Code. The Property Manager shall comply with California Labor Code Section 1735.

19. UNDUE INFLUENCE

Property Manager declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Property Manager, or any officer, employee or agent of Property Manager, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

20. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

21. CONFLICT OF INTEREST

Property Manager covenants and agrees that if Property Manager and/or its subcontractors intends to provide service or enter into any contract with any developer(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, during the Term of this Agreement, Property Manager shall immediately notify the City, in writing, informing the City of the nature of the contract, prior to commencing with any work or entering into such contract. The City Manager shall determine whether potential conflict of interest exists and will assign any work related to the conflict to an alternate contractor.

Property Manager agrees not to enter into any transaction concerning the properties with any family members of Property Manager. The prohibition also applies to the use of any service providers which are owned and/or operated by family members of Property Manager

Property Manager also agrees to ensure that City properties are not rented to City Employees or their Family members, as defined, without the prior written approval of the City Manager or his/her designee.

“Family members” is defined as follows: mother, father, grandfather, grandmother, aunt, uncle, cousin, sister, brother, son, daughter, step-son, step-daughter, son-in-law, daughter-in-law, nephew, niece, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse as defined as a partner in marriage (California Civil Code Section 4100), and domestic partner as defined by California Family Code Section 297 and including the requirement for the filing of a Declaration of Domestic Partnership with the Secretary of State. In addition, “family members” shall be defined to include non-blood relatives as a result of a subsequent marriage commonly referred to as a step-relative, including but not limited to step-mother, step-father, step-sister, step-brother, step-son, step-daughter, step-grandchild, step-mother-in-law, step-father-in-law, step-brother-in-law, and step-sister-in-law.

## 22. NOTICES

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, or by reputable overnight messenger, and addressed to the party for whom intended as follows:

To: City Manager  
City of Moorpark  
799 Moorpark Avenue  
Moorpark, California 93021

To: Linda L. Toth  
Home Sweet Home Property Management  
14711 Princeton Avenue, #3  
Moorpark, California 93021

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or one (1) business day after delivery to the messenger, or on the date of delivery or attempted delivery as shown on the return receipt, as applicable.

## 23. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Property Manager’s legal entity, the Property Manager shall first notify the City in writing in order that proper steps may be taken to have the change reflected in the City files.

24. ASSIGNMENT

Property Manager shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Property Manager is uniquely qualified to perform the services provided for in this Agreement.

25. LICENSES

At all times during the term of this Agreement, Property Manager shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement. Property Manager also agrees to ensure that all vendors and contractors hired by Property Manager to perform services under this Agreement have a City Business Registration.

26. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Property Manager understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

27. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

28. TIME OF ESSENCE

Time is of the essence of every provision hereof in which time is factor.

29. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

30. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

31. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

32. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Property Manager's Proposal.

33. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

34. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

35. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Property Manager warrants and represents that he/she has the authority to execute this Agreement on behalf of the Property Manager and has the authority to bind Property Manager to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

City of Moorpark

Linda L. Toth  
dba Home Sweet Home Property Management

\_\_\_\_\_  
Steven Kueny, City Manager

\_\_\_\_\_  
Linda L. Toth

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk

## Exhibit A

### INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Property Manager will maintain insurance in conformance with the requirements set forth below. Property Manager will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Property Manager agrees to amend, supplement or endorse the existing coverage to do so. Property Manager acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Property Manager shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Property Manager owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Property Manager or Property Manager's employees will use personal autos in any way on this project, Property Manager shall provide evidence of personal auto liability for each such person.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Property Manager and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs

payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Property Manager, contractor, or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Property Manager. Property Manager and the City agree to the following with respect to insurance provided by Property Manager:

1. Property Manager agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees, and agents, using standard ISO endorsement CG 2010 with an edition prior to 2004. Property Manager also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Property Manager, or Property Manager's employees, or agents, from waiving the right to subrogation prior to a loss. Property Manager agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Property Manager shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Property Manager's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Property Manager or deducted from sums due Property Manager, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation or reduction of coverage. Property Manager agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Property Manager or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City.
10. Property Manager agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Property Manager, provide the same minimum insurance required of Property Manager. Property Manager agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Property Manager agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Property Manager agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Property Manager's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Property Manager, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Property Manager 90 days advance written notice of such change. If such change results in substantial additional cost to the Property Manager, the City will negotiate additional compensation proportional to the increased benefit to the City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Property Manager acknowledges and agrees that any actual or alleged failure on the part of the City to inform Property Manager of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Property Manager will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Property Manager shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Property Manager's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specification applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Property Manager under this Agreement. Property Manager expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Property Manager agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City

or Property Manager for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Property Manager agrees to provide immediate notice to City of any claim or loss against Property Manager arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

EXHIBIT B

**CITY OF MOORPARK**  
**Scope of Work Requirement for Professional Services Agreements**  
**Compliance with California Government Code Section 7550**

Consultant shall sign and include this page in any document or written reports prepared by Consultant for the City of Moorpark (City) to which California Government Code Section 7550 (Government Code §7550) applies. Government Code §7550 reads:

“(a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.”

For all Professional Services Agreement with a total dollar value in excess of \$5,000, a signed and completed copy of this form must be attached to all documents or completed reports submitted to the City pursuant to the Scope of Work.

Does the dollar value of this Professional Services Agreement exceed \$5,000?

Yes       No

If yes, then the following information must be provided in compliance with Government Code § 7550:

1. Dollar amount of Agreement/Contract: \$ \_\_\_\_\_
2. Dollar amount of Subcontract:                 \$ \_\_\_\_\_\*
3. Does the total contract amount represent compensation for multiple documents or written reports?    Yes    No

I have read the foregoing Code section and will comply with Government Code §7550.

\_\_\_\_\_  
Consultant Name

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

## Exhibit C

### REPORT AND BUDGET OBLIGATIONS

1. **Format:** Property Manager shall make available to City the budget and all reports required in an electronic format reasonably acceptable to the City and compatible with City's computer system and software. The budget shall be submitted to the City in a printed format and any report may be requested in a printed format. Printed material shall be printed on recycled paper.
2. **Distribution:** No report, information, or other data given to or prepared or assembled by Property Manager pursuant to this Agreement shall be made available to any individual or organization by Property Manager without prior written approval of City Manager or his/her designee.
3. **Reports:**
  - a. **Monthly –** On or before the fifteenth (15<sup>th</sup>) day of each calendar month, Property Manager shall deliver to City, for each property included in the Properties, the following reports, for the preceding month:
    - i. **Remittance Report:** A report showing rents collected and additions for late fees. Report to be submitted with check for gross proceeds.
    - ii. **Accounting:** A cash flow operating statement, a funds from operations statement (cash basis), an income statement (cash basis), a balance sheet (cash basis), and a statement of cash flows. Such statements shall present the results of operating each property as a whole for the preceding calendar month and for the year-to-date.
    - iii. **Rent Roll and Accounts Receivable Aging:** Reports setting forth a rent roll, presentation rent roll, tenant delinquencies, and the aging of accounts payable.
    - iv. **Receivable Aging:** A list of all accounts receivable outstanding as of the end of the preceding month, specifying the amount due, the nature of the receivable, the person or entity from whom due, the age of the receivable, and a summary of collection efforts.
    - v. **Bank Reconciliation:** A reconciliation for each of the City's bank accounts related to the Properties for the preceding month and year-to-date.
    - vi. **Trust Account Statements:** Copies of bank statements for the Trust Accounts held by Property Manager in favor of City:

- b. Annual: Within thirty (30) days after the end of each calendar year, Property Manager shall deliver to City a cash flow operating statement, a funds from operations statement (cash basis), an income statement (cash basis), a balance sheet (cash basis), and a statement of cash flows, each for or as of the end of the immediately preceding year. This report should have attached, any and all correspondence, invoices, documentation of any kind, and any other recorded communication in connection with Properties.
4. Annual Budget – On or before the 1<sup>st</sup> of December, Property Manager shall deliver to City an Annual Budget for the subsequent calendar year. The Annual Budget is subject to approval by the City Manager. The Annual Budget shall contain line items for all revenue and expenditures associated with each of the Properties, individually and entirely. Annual Budget line items shall include cash flow projections, operation expenses (including administrative, repairs, maintenance, utilities, and any other expense) and revenue (including rent income and itemizing any vacancies or other rent reductions, interest, application fees, if any, or any other revenue). A summary of the line items shall be included in the Annual Budget.

**EXHIBIT D  
SCOPE OF SERVICES**

Property Manager will provide the following services at the rates outlined below:

<u>SERVICE</u>	<u>FEE</u>
Property Start Up	\$295/unit
<ul style="list-style-type: none"> <li>• Review of property status with City property manager</li> <li>• Deposit turn over and trust account set up, per City and Department of Real Estate requirements</li> <li>• Send letters to current tenants introducing new property manager and requesting walk-through to allow property manager to familiarize themselves with the property</li> </ul>	

Monthly Management Fees for Rented Properties	
1 – 3 Residential Properties	12%* of monthly rent
	*Subject to NTE in Section 2

- Manage lease agreements and lease renewals, including preparation of lease documents, and required addendums, using the California Association of Realtors (C.A.R.) residential lease agreement and City provided addendums. City to approve lease documents, including monthly rental amounts and term, prior to signing of lease by prospective tenant(s)
- Collect rents and notify city of any delinquencies
- Provide monthly and yearly financial reports as outlined in Exhibit C
- Provide response to calls from tenants seven (7) days a week
- Coordinate and pay for property maintenance, including landscape maintenance, and repairs within budget authority outlined in Agreement
- Prepare annual property maintenance budget for approval by City Manager by January 31 each year for the next fiscal year.
- Coordinate with City on those maintenance items outside the Property Manager's budget authority. All service providers used by Property Manager for services under this contract including but not limited to landscapers, plumbers, electricians, and general contractors shall have appropriate State licenses and a valid City of Moorpark Business Registration.
- Conduct periodic walk-thru safety inspections every six (6) months and provide inspection results to City
- When tenant vacates, conduct move-out inspection of property and make recommendations regarding return of security deposit in accordance with current landlord/tenant law.

Management Fees for Vacant Properties	\$595
Fee applies only once upon each vacation of unit. Once the unit is rented, the monthly management fee will apply.	

- Advertise rental and post "For Lease" signs
- Meet potential renters for property tours
- Respond to calls from potential renters and provide rental applications
- Review applications, obtain credit reports, and screen potential tenants.

- Make recommendations about potential tenants based on best qualified, not first application received
- Prepare Residential Lease Agreement using C.A.R. Forms and City provided Addendums
- Obtain copies of renters insurance policies naming the City as additional insured
- Conduct pre-move in inspection and document property condition with checklists, pictures and other appropriate means

Placement Fees to other Brokerage firms

\$500

- Paid to brokers if tenant is found via the local MLS

Additional Services (if needed)

per separate price quote

- Participation in legal action i.e. tenant evictions, unlawful detainer actions etc
- Supervision of major repairs or renovation

EXHIBIT E

CALIFORNIA ASSOCIATION OF REALTORS RESIDENTIAL LEASE FORM  
CITY OF MOORPARK LEASE ADDENDUMS



6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  \_\_\_\_\_ ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

A. Parking is permitted as follows: \_\_\_\_\_

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

OR  B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

A. Storage is permitted as follows: \_\_\_\_\_  
The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_

except \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply):

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within 3 days after execution of this Agreement;  prior to the Commencement Date;  within 3 days after the Commencement Date.  
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or  \_\_\_\_\_ ) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or  \_\_\_\_\_ ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
- E. Other: \_\_\_\_\_

11. MAINTENANCE:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_
- D.  Landlord  Tenant shall maintain \_\_\_\_\_
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.
- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials (  \_\_\_\_\_ ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: \_\_\_\_\_

14. (If checked) NO SMOKING: No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

( ) 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR ( ) 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_ Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

( ) 1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_

OR ( ) 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 29C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive ( ) prior to the Commencement Date, or ( ) \_\_\_\_\_):

- ( ) \_\_\_\_\_ key(s) to Premises, ( ) \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),
( ) \_\_\_\_\_ key(s) to mailbox, ( ) \_\_\_\_\_
( ) \_\_\_\_\_ key(s) to common area(s), ( ) \_\_\_\_\_

B. Tenant acknowledges that locks to the Premises ( ) have, ( ) have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.

C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials ( X ) ( )

Landlord's Initials ( ) ( )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



- 22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 23.  **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 24.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 25.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 26.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **POSSESSION:**
  - A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  \_\_\_\_\_ ) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
  - B.  Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
  - A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_
  - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
  - C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.** Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 34. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.
- 35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials (  \_\_\_\_\_ ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



36. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_

37. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. REPRESENTATION:

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 39A.

41. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. OTHER TERMS AND CONDITIONS; SUPPLEMENTS:  Interpreter/Translator Agreement (C.A.R. Form ITA);

Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);

Landlord in Default Addendum (C.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement: \_\_\_\_\_

43. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) Century 21 Hilltop  
is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.

Leasing Agent: (Print firm name) Century 21 Hilltop  
(if not same as Listing Agent) is the agent of (check one):  the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

B. DISCLOSURE:  (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45.  TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials (  \_\_\_\_\_ ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: Moorpark, CA 93021 Date: \_\_\_\_\_

- 46.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
- 47. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
- 48. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
- 49. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**Tenant agrees to rent the Premises on the above terms and conditions.**

Tenant  \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

- GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
 Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**Landlord agrees to rent the Premises on the above terms and conditions.**

Landlord \_\_\_\_\_ Date \_\_\_\_\_ Landlord \_\_\_\_\_ Date \_\_\_\_\_

Address Addington, , CA 93021  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 44.
- C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) Century 21 Hilltop BRE Lic. # 01518716  
 By (Agent) \_\_\_\_\_ Linda Toth BRE Lic. # 00848451 Date \_\_\_\_\_  
 Address 14711 Princeton Ave. #3 City Moorpark State CA Zip 93021  
 Telephone (805) 443-1396 Fax (805) 552-0199 E-mail linda\_toth\_4re@yahoo.com

Real Estate Broker (Leasing Firm) Century 21 Hilltop BRE Lic. # 01518716  
 By (Agent) \_\_\_\_\_ Linda Toth BRE Lic. # 00848451 Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



CITY OF MOORPARK ADDENDUM TO  
C.A.R. RESIDENTIAL LEASE AGREEMENT

(all occupants must initial each item below)

POST-ACQUISITION TENANT NOTICE

\_\_\_\_\_ initials

Please read this notification carefully prior to signing this Agreement and moving into the property. The City of Moorpark ("City") acquired the property located at \_\_\_\_\_ for \_\_\_\_\_. Pursuant to California Government Code Section 7260, as a post-acquisition tenant, you will not be eligible for relocation benefits under federal and state law. This notice is to inform you of the following information **before you enter into any lease agreement and occupy a unit at the above address:**

1. You may be displaced at the end of the lease term in accordance with applicable state law.
2. You will not be entitled to any relocation benefits.

If you have to move or your rent is increased, you will not be reimbursed for any such rent increase or for any costs or expenses incurred by you in connection with a move. Should state law change, Lessee agrees to waive any and all claims for relocation benefits.

FUTURE DEVELOPMENT PLANS

\_\_\_\_\_ initials

Lessee understands and acknowledges that the Premises were purchased as part of the necessary right-of-way for a future road improvement project. As such, Lessor is under no obligation to extend the term of the Lease pending the Lessor's future plans for the Premises.

TAXES, ASSESSMENTS, AND LIENS

\_\_\_\_\_ initials

Lessee shall pay directly to the tax collector, when due, all taxes and assessments which may be levied against Lessee's possessory interest in the Premises and upon all improvements and personal property which are located on the Premises. Within five (5) days after the date when any tax or assessment would become delinquent, Lessee shall serve upon Lessor receipts or other appropriate evidence establishing the payment.

Lessee shall keep the Premises and improvements free from all liens and encumbrances by reason of the use or occupancy of the Premises by Lessee. If any liens or encumbrances are filed thereon, Lessee shall remove the same at their own cost and expense and shall pay any judgment and penalties which may be entered thereon. Should Lessee fail, neglect, or refuse to do so, Lessor shall have the rights to pay any amount required to release any lien or encumbrance or to defend any action brought thereon, and to pay any judgment or penalty, and

Lessee shall be liable to Lessor for all costs, damages, and attorneys' fees, and any amounts expended in defending any proceedings, or in the payment of any lien, encumbrance, judgment, or penalty. Lessor may post and maintain upon the Premises notices of non-responsibility as provided by laws. Upon demand by Lessor, Lessee shall post the bond contemplated by Civil Code Section 3143.

INDEMNIFICATION AND HOLD HARMLESS

\_\_\_\_\_ initials

Lessee shall indemnify, defend with legal counsel approved by Lessor and hold harmless Lessor and its officers, employees, servants and agents from and against any and all claims, actions, liabilities, losses, damages, costs, attorneys' fees, and other expense of any nature for loss or damage to property, or injury to or death of persons, arising in any manner whatsoever, directly or indirectly, by reason of this Lease or the use or occupancy of the Premises by Lessee, vendors, invitees, whether any such claim be made during tenancy or thereafter, except such loss, damage, injury or death caused by the sole negligence of Lessor or any of its officers, employees, servants, or agents.

HAZARDOUS MATERIALS INDEMNITY

\_\_\_\_\_ initials

As used in this Section, Hazardous Materials means any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C., Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901, et seq.; the Substances Control Act, 15 U.S.C., Section 2601, et seq.; the Clean Water Act, 33 U.S.C. Section 1251, et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100, et seq.; the California Hazardous Substance Account Act, Health and Safety Code Section 25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280, et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1, et seq.; California Health and Safety Code Section 25501, et seq.; (Hazardous Materials Response Plans and Inventory); or the Porter-Cologne Water Quality Control Act, Water Code Section 13000, et seq. all as amended, (2) any other federal or state law or any local law regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now is, or at any time hereafter may be, in effect, and (3) any rule or regulation adopted or promulgated under or pursuant to any of said laws.

If Lessee receives any notice, whether oral or written, of any inquiry, test, investigation, enforcement proceeding, environmental audit, or the like regarding any Hazardous Material on the Premises, Lessee shall immediately serve Lessor

with a copy of such notice.

In no case shall Lessee cause or allow the deposit or disposal of any such substance on the Premises. However, household products necessary for routine cleaning and maintenance of the Premises may be kept on the Premises in quantities reasonable for current needs.

The provisions of this Section shall survive the termination of the tenancy and shall relate back to all periods of Lessee's possession of the Premises. The provisions of this Section are intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9707(e), and California Health and Safety Code Section 25364, to insure, protect, hold harmless, and indemnify Lessor from any liability pursuant to such law.

## ATTACHMENT 2

RESOLUTION NO. 2015-\_\_\_\_\_

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2015/2016 BUDGET BY APPROPRIATING \$14,500.00 FROM THE CITY WIDE TRAFFIC MITIGATION FUND (2002) AND THE HOUSING SUCCESSOR AGENCY FUND (2203) FOR PROPERTY MANAGEMENT SERVICES

WHEREAS, on June 17, 2015, the City of Moorpark adopted the Operating and Capital Improvement Projects budget for Fiscal Year (FY) 2015/16; and

WHEREAS, a staff report has been presented to the City Council recommending to award a two-year agreement to Linda L. Toth, dba Home Sweet Home Property Management, for property management services at 1449 Walnut Canyon Road, 1493 Walnut Canyon Road and 250 Los Angeles Avenue. The total compensation for the contract term is \$21,000.00; and

WHEREAS, staff is proposing to establish petty cash of \$4,000.00 in the City-wide Traffic Mitigation Fund (2002) to cover emergency maintenance costs and assign Linda Toth as custodian of funds; and

WHEREAS, an aggregate budget amendment of \$14,500.00 is requested to fund the first year contract service and petty cash: \$10,836.50 from the City-Wide Traffic Mitigation Fund (2002) and \$3,663.50 from the Housing Successor Agency Fund (2203); and

WHEREAS, Exhibit "A", attached hereto and made a part hereof, describes said budget amendment and the resultant impact to the budget line items.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. A budget amendment in the amount \$10,836.50 from the City-Wide Traffic Mitigation Fund (2002) and \$3,663.50 from the Housing Successor Agency Fund (2203) for a total aggregate amendment of \$14,500.00, as more particularly described in Exhibit "A", attached hereto, is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 1<sup>st</sup> day of July, 2015.

---

Janice S. Parvin, Mayor

ATTEST:

---

Maureen Benson, City Clerk

Exhibit A – Budget Amendment

