

CITY OF SAN DIEGO MONTH-TO-MONTH RENTAL AGREEMENT

THIS MONTH-TO-MONTH RENTAL AGREEMENT ("Agreement") is entered into between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and Luis Quintero and Rita Quintero (collectively the "TENANT"), and shall become effective 11/04/16 ("Effective Date"), when signed by all the parties and approved by the City Attorney's Office.

THE PARTIES AGREE AS FOLLOWS:

1. RENTAL PROPERTY. Subject to the terms and conditions of this Agreement, CITY rents to TENANT and TENANT rents from CITY the real property and improvements ("Residence") located at:

17070 Bandy Canyon
Escondido, CA 92025

2. TERM. The term ("Term") begins on the Effective Date and continues as a month-to-month tenancy until either party elects to terminate this Agreement by giving the other party at least thirty (30) days written notice.
3. RENT. Commencing on the Effective Date, the monthly rent shall be \$250.00 due and payable in advance on the first (1st) day of each month. The rent for the first and last months will be prorated as necessary. The rental amount reflects the fair market value of the Residence at the time of the execution of this Agreement. The City may review the amount of rent paid and adjust rent accordingly with a minimum of 30 days written notice. Checks should be made payable to "City Treasurer" and mailed to:

Office of the City Treasurer
City of San Diego
P. O. Box 129030
San Diego, California, 92112-9030

or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, Suite 100, San Diego, California 92101. The rent for the first and last months of the Agreement shall be prorated as necessary.

4. LATE RENT CHARGES. If TENANT fails to pay rent within five (5) days past due, then TENANT shall pay CITY, in addition to the delinquent rent, a Late Rent Charge in the sum of money equal to five percent (5%) of the delinquent rent. However, if TENANT fails to pay rent within fifteen (15) days past due, then TENANT shall pay CITY a Late Rent Charge in the sum of money equal to ten percent (10%) of the delinquent rent. Any Late Rent Charge shall be deemed additional rent for such rental

month. CITY and TENANT agree that any Late Rent Charge represent a fair and reasonable costs and losses CITY may incur resulting from rental delinquency, including costs to CITY for servicing the delinquent account. CITY may terminate this Agreement if TENANT fails to pay rent within seven (7) days past due, subject to all applicable laws.

5. SECURITY DEPOSIT. None.
6. TERMINATION. Except as prohibited by law, this Agreement may be terminated by TENANT after service upon CITY of a written 30-day notice of termination of tenancy. Except as prohibited by law, if TENANT has resided in the Residence for less than one year, this Agreement may be terminated by CITY by service upon TENANT of a written 30-day notice of termination of tenancy; if TENANT has resided in the Residence for one year or longer, this Agreement may be terminated by CITY by service upon TENANT of a written 60-day notice of termination of tenancy. Any holding over thereafter shall result in TENANT being liable to CITY for daily "rental damages" equal to the current monthly fair rental value of the Residence, divided by 30 (i.e., such proration shall be based on a 30-day month).
7. USE OF RESIDENCE. The Residence shall be used and occupied by TENANT and the Occupants named below, exclusively as a private residence, and no part of the Residence shall be used at any time during the Term of this Agreement for the operation of any business, profession or trade, or for any purpose other than as a private residence.
8. OCCUPANTS. The Residence shall be used and occupied by the following named person(s):
- | | | | |
|----------------------|------------------|------|-----------|
| <u>Luis Quintero</u> | <u>4/26/1936</u> | | |
| Name | Birthdate | Name | Birthdate |
| <u>RITA Quintero</u> | <u>5/14/1939</u> | | |
| Name | Birthdate | Name | Birthdate |
9. PETS. Pets are allowed on the Residence with prior written authorization from the CITY.
10. NOTICE. Any notice required or permitted by this Agreement or by state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as set forth below. Either party may change its address by notifying the other party of the change. Notice shall be deemed given 48 hours from the time of mailing if mailed as provided in this paragraph.

Notices shall be sent as follows:

If to CITY: THE CITY OF SAN DIEGO
Real Estate Assets Department
1200 Third Avenue, Suite 1700
San Diego, CA 92101

If to TENANT: c/o Teresa Martinez
991 La Noche Dr.
San Marcos, CA 92078

11. PROHIBITIONS. Without CITY'S prior written consent as an addendum to this Agreement, no water beds or liquid-filled furniture or heating stove or fireplace shall be installed in or about the Residence.
12. COMPLIANCE WITH ALL LAWS. TENANT shall not violate any criminal or civil law, ordinance or statute in the use or occupancy of the Residence, commit waste or nuisance, annoy, molest or interfere with any other tenant or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law. TENANT shall comply with all applicable laws and regulations in the cleanliness, use, occupancy, and preservation of the Residence.
13. QUIET ENJOYMENT. TENANT, upon payment of all the sums referred to in this Agreement as being payable by TENANT, and TENANT'S performance of all its other obligations under this Agreement, and TENANT'S observance of all rules and regulations, delivered to TENANT by CITY, shall and may peacefully and quietly have, hold, and enjoy the Residence during the Term of this Agreement.
14. REPAIRS AND ALTERATIONS. No improvements, structures, or installations shall be constructed on the Residence, and the Residence may not be altered, added to or repaired by TENANT without prior written approval of CITY. This provision shall not relieve TENANT of any obligation under this Agreement to maintain the Residence in good repair, and in a decent, safe, healthy, and sanitary condition. CITY shall not be obligated by this Agreement to make or assume any expense for any improvements or alterations.

Notwithstanding the foregoing, it is CITY's obligation to maintain the Residence in a habitable condition; but CITY is not responsible for defective conditions caused by TENANT's own malfeasance or nonfeasance or that of any other person with TENANT's permission.

15. ACCEPTANCE OF RESIDENCE. TENANT acknowledges that the Residence is in good order and condition and shall take possession of the Residence "as is." CITY has not made and makes no representation or warranty as to the condition or suitability of the Residence for TENANT'S intended use, and assumes no obligation to alter or improve the Residence. TENANT has relied solely on his/her own independent investigations of the condition and suitability of the Residence, and is satisfied with the condition thereof, including but not limited to electrical and fire

sprinkler systems, security, asbestos, air quality, and other environmental aspects, seismic and earthquake requirements, and compliance with applicable zoning, municipal, county, state and federal laws, ordinances and regulations, and any covenants or restrictions of record. TENANT shall maintain the Residence in good repair, and in a decent, safe, healthy and sanitary condition. At the expiration or earlier termination of this Agreement, TENANT shall surrender the Residence in as good condition and repair as when TENANT received the Residence, normal wear and tear excepted.

16. CARE, CLEANING, AND MAINTENANCE. TENANT shall maintain and preserve the Residence in good repair, and in a decent, safe, healthy, and sanitary condition. TENANT shall be responsible for interior building surfaces, minor plumbing and electrical repairs, including leaking faucets, septic pumping, and interior or exterior lighting fixture repair or replacement. Upon expiration or termination of this Agreement, TENANT shall leave the Residence in good condition and repair, subject to normal wear and tear. Upon move-out, TENANT shall leave the Residence clean and remove all personal belongings, including all appliances. TENANT shall be responsible for the upkeep of the yard, including maintaining a proper fire break around the Residence structure. TENANT shall pay CITY all costs to repair, replace or rebuild any portion of the Residence damaged by TENANT or TENANT'S guests or invitees, normal wear and tear excepted. CITY shall be responsible for roofs, gutters and downspouts, exterior building surfaces and structural building components, major plumbing and electrical repairs and replacements, septic repair or replacement, water wells and lines servicing the Residence.
17. INSURANCE. CITY does not provide insurance coverage for loss or damage to TENANT'S personal property or public liability for the Residence. TENANT shall obtain his/her own Renter's Insurance Policy covering loss of personal property as a result of fire, theft, or vandalism, and shall obtain public liability coverage in the minimum amount of \$300,000 per occurrence.
 - a. Conditions. All insurance policies shall, by separate endorsement, name CITY, its elected officials, officers, agents and employees as additional insureds, protect CITY against any legal costs in defending claims, and shall not terminate without sixty (60) days prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies shall be in effect on or before the Effective Date. A copy of the insurance policy shall remain on file with CITY during the Term of this Agreement. At least thirty (30) days prior to the expiration of each policy, TENANT shall furnish to CITY a certificate showing that a new or extended policy has been obtained which meets the terms of this Agreement.
 - b. Modification. CITY, at its discretion, may require additional insurance coverage at any time during the Term by giving TENANT sixty (60) days prior written notice. Such requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Residence. TENANT

shall obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Agreement.

- c. Accident Reports. TENANT shall report to CITY any accident causing more than five hundred dollars (\$500.00) worth of property damage, or any serious injury to persons on the Residence. The report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour; the names and addresses of any witnesses, and other pertinent information.
18. UTILITIES. TENANT shall be responsible for arranging for and paying for all utility services required on the Residence except, at commencement of this Agreement, the CITY is not charging TENANT for use of well water to the Residence. However, the CITY may, at its sole option, start charging TENANT for future use of well water, based on CITY'S standard water fees for well water, by serving TENANT with a prior 60-day written notice.
19. WAIVER OF BREACH. The waiver by either party of any breach of this Agreement shall not be construed to be a continuing waiver of any subsequent breach. CITY's failure to require strict compliance with the conditions and obligations of this Agreement, or exercise any right provided herein, shall not be deemed a waiver by CITY of such condition, obligation or right. CITY's acceptance of rent with knowledge of any uncured breach of this Agreement by TENANT shall not be deemed a waiver of such breach. No waiver by either party shall be valid unless expressed in writing and signed by the waiving party.
20. INDEMNIFICATION, JOINT AND SEVERAL LIABILITY. TENANT and, if TENANT is comprised of more than one person, each such person, jointly and severally, whether or not in actual possession of the Residence, shall be liable for each and every obligation of TENANT under this Agreement, and shall protect, defend, indemnify, and hold CITY harmless from and against any claim or liability related to TENANT'S use or occupancy of the Residence, or resulting from the acts or omissions of any guest or invitee of TENANT on or about the Residence. This provision shall not be construed as a waiver of CITY'S duty of care to prevent personal injury or property damage where that duty is imposed by law.
21. ENTRY AND INSPECTION. CITY may, as allowed by California law, enter the Residence to inspect and repair the Residence, to make additions or alterations to the Residence as CITY deems appropriate to preserve the Residence, and to remove improvements that do not conform to this Agreement. CITY shall provide written notice to TENANT prior to entering the Residence whenever required by law (California Civil Code Section 1954). TENANT'S non-compliance with CITY'S lawful request for entry shall be a default of this Agreement and cause for immediate termination as provided herein and by law. CITY may exhibit the Residence and display the usual "for sale," "for rent" or "vacancy" signs on the Residence immediately upon any notice of termination or within forty-five (45) days of the

expiration of this Agreement.

22. **ABANDONMENT.** If at any time during the Term TENANT abandons the Residence or any part thereof, CITY may, at CITY'S option, obtain possession of the Residence in the manner provided by law and without becoming liable to TENANT for damages or for any payment of any kind whatsoever. CITY may then, at CITY'S discretion, and as agent for TENANT, re-let the Residence, or any part thereof, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such re-letting, and, at CITY'S option, hold TENANT liable for any difference between the rent receivable under this Agreement and the net realized rent received by CITY from such re-letting. If CITY'S right of re-entry is exercised following TENANT'S abandonment of the Residence, then any personal property belonging to TENANT and left on the Residence shall be deemed also to have been abandoned, in which case CITY may dispose of all such personal property in any manner CITY shall deem proper and by law, and TENANT hereby waives any right or claim against CITY thereof.
23. **SUBLETTING AND ASSIGNMENT.** TENANT shall not sublet any portion of the Residence without the CITY's prior written consent. Additionally, TENANT shall not assign this Agreement or any right or obligation under this Agreement without the CITY's prior written consent. Any such attempted subletting or assignment shall be a default of this Agreement, and CITY may immediately terminate this Agreement as provided herein and by law.
24. **DEFAULT.** Except for the payment of rent, if TENANT fails to timely perform any of its obligations under this Agreement, including without limitation failure to comply with CITY's then-current rules and regulations for the Residence, or fails to comply with any duties imposed on TENANT by statute, then within seven (7) days after delivery of written notice by CITY specifying such breach or non-compliance and indicating the intention of CITY to terminate this Agreement by reason thereof, CITY may terminate this Agreement. If TENANT fails to pay rent when due and the breach continues for seven (7) days thereafter, TENANT shall be in default and CITY may declare the entire balance of rent payable hereunder to be immediately due and payable and may enforce any and all rights and remedies available to CITY at law or in equity, including without limitation immediately terminating this Agreement.
25. **SALE OF PROPERTY.** In the event of the sale of the Residence, if CITY presents to TENANT a "Tenant's Certification of Terms – Estoppel Certification" or other similar estoppel certification form, TENANT shall execute and deliver the certificate within ten (10) days of such written notice acknowledging that this Agreement is unmodified and in full force and effect or in full force and effect as modified with the consent of CITY, and stating the modifications. TENANT'S failure to timely execute and deliver such certification shall be deemed to be TENANT'S acknowledgment that the certificate as submitted by CITY is true and correct and may be relied upon by any lender or purchaser.

26. SMOKE DETECTION DEVICE. As of September 21, 2016, the Residence is equipped with a functioning smoke detection device(s), and TENANT shall be responsible for testing the device(s) weekly, and immediately reporting any problems or need for repairs to CITY. If battery operated, TENANT shall change the detector's battery as necessary. CITY may enter the Residence to check and maintain the smoke detection device(s), as provided by law.
27. HAZARDOUS MATERIALS. TENANT shall not keep on the Residence any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Residence or that might be considered hazardous or extra hazardous by any responsible insurance company. TENANT shall not dump motor oil, paint or other hazardous material on the Residence.
28. DISCLOSURE PURSUANT TO CIVIL CODE SECTION 2079.10A (PROXIMITY OF REGISTERED SEX OFFENDERS). 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. 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.
29. GOVERNING LAW. This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of California.
30. VENUE. The venue of any action involving this Agreement shall be in the County of San Diego. Personal services either within or without the State of California shall be sufficient to give personal jurisdiction to any Court in which an action is filed for litigation of rights under this Agreement.
31. POSSESSORY INTEREST TAX. TENANT shall pay, before delinquency, all taxes, assessments, and fees levied upon TENANT or the Residence, including the land and buildings, levied by reason of TENANT'S activities related to the Residence. TENANT acknowledges that this Agreement may create a possessory interest subject to taxation, and that TENANT may be subject to the payment of taxes levied on such interest. TENANT shall pay all such possessory interest taxes. TENANT'S payment of such taxes, fees, and assessments shall not reduce any obligation of TENANT under this Agreement.
32. LEAD-BASED PAINT DISCLOSURE. The Residence was constructed prior to 1978. In accordance with federal law, CITY gives and TENANT acknowledges receipt of a "Protect Your Family From Lead in Your Home", a lead paint disclosure addendum, which is attached hereto, and is incorporated as part of this Agreement.
33. ASBESTOS DISCLOSURE. CITY discloses to TENANT that portions of the structural components of the Residence may contain asbestos. TENANT acknowledges having received notice from CITY of the presence of such asbestos in

accordance with Health and Safety Code Section 25915 et seq. TENANT shall disclose the existence of asbestos on the Residence, as required by Health and Safety Code Section 25915. TENANT shall protect, defend, indemnify and hold CITY harmless from any loss or claim which may result from the existence of asbestos on the Residence.

34. ENTIRE AGREEMENT. This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and shall not be modified except in writing and signed by all parties. The CITY has not made any representations or promises other than those set forth herein. If any part of this Agreement is found to be legally unenforceable, the remainder of this Agreement shall remain in full force and effect. The descriptive headings used in this Agreement are for the convenience of reference only and shall not affect the parties' rights or obligations. Pronouns used herein shall, as appropriate, include either or both genders, singular or plural.

THIS IS A BINDING LEGAL DOCUMENT. IF ANY PROVISION IS NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TENANT ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

Date: 10/17/16

Luis Quintero
Luis Quintero

Date: 10/17/16

Rita Quintero
Rita Quintero

THE CITY OF SAN DIEGO,
A California municipal corporation

Date: 10/17/16

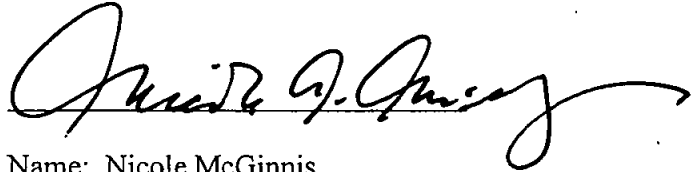
BY: [Signature]
Cybele Thompson, CCIM
Director, Real Estate Assets

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

- 1) This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

Date: 10/17/16

By:



Name: Nicole McGinnis

Title: Senior Planner, Public Utilities Department

Approved as to form this 4th day
of November, 2016.

JAN I. GOLDSMITH, City Attorney

By: 
Name: Hilda R. Mendez
Title: Deputy City Attorney

Addendum

Protect Your Family From Lead in Your Home



Date of Notice: October 18, 2016

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

PUBLIC UTILITIES DEPARTMENT
21002797

PROJECT NAME/NUMBER: Rental Agreement for 17070 Bandy Canyon Road

COMMUNITY PLAN AREA: San Pasqual
COUNCIL DISTRICT: 5

LOCATION: 17070 Bandy Canyon Rd, Escondido, CA 92025

PROJECT DESCRIPTION: Authorize the City of San Diego to issue a Month-To-Month Rental Agreement for the residence at 17070 Bandy Canyon Road. The property is located within San Pasqual Valley and is owned and managed by the City of San Diego.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego - Public Utilities Department

ENVIRONMENTAL DETERMINATION: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301 – Existing Facilities.

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Public Utilities Department
Environmental Designee

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: This activity has been determined to be exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

PROJECT MANAGER: Nicole McGinnis
Public Utilities Department

MAILING ADDRESS: 525 B Street
San Diego, CA 92101

PHONE NUMBER: (619) 533-4101

On October 18, 2016, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Development Project Manager listed above.

Applications to appeal CEQA determination made by staff (including the City Manager) to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**November 1, 2016**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

NOTICE OF EXEMPTION

(Check one or both)

TO: ☒ RECORDER/COUNTY CLERK
P.O. BOX 1750, MS A-33
1600 PACIFIC HWY, ROOM 260
SAN DIEGO, CA 92101-2422

☐ OFFICE OF PLANNING AND RESEARCH
1400 TENTH STREET, ROOM 121
SACRAMENTO, CA 95814

FROM: CITY OF SAN DIEGO
PUBLIC UTILITIES DEPARTMENT
525 B STREET
SAN DIEGO, CA 92101

PROJECT NO.: N/A

PROJECT TITLE: RENTAL AGREEMENT FOR 17070 BANDY CANYON ROAD

PROJECT LOCATION-SPECIFIC: 17070 Bandy Canyon Rd, Escondido, CA 92025

PROJECT LOCATION-CITY/COUNTY: City San Diego / County San Diego

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: Authorize the City of San Diego to issue a Month-to-Month Rental Agreement for the residence at 17070 Bandy Canyon Road. The property is located within San Pasqual Valley and is owned and managed by the City of San Diego.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego - Public Utilities Department

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT:

City of San Diego - Public Utilities Department, 525 B Street, San Diego, 92101

EXEMPT STATUS: (CHECK ONE)

- ☐ MINISTERIAL (SEC. 21080(b)(1); 15268);
☐ DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a);
☐ EMERGENCY PROJECT (SEC. 21080(e)(4))
☒ CATEGORICAL EXEMPTION: (SEC. 15301 - EXISTING FACILITIES)
☐ STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: This activity has been determined to be exempt from CEQA pursuant to State-CEQA Guidelines Section 15301 (Existing Facilities), a Categorical Exemption which allows for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

LEAD AGENCY CONTACT PERSON: Nicole McGinnis, Senior Planner, Public Utilities, Telephone: (619) 533-4101

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
(X) YES () NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA


NICOLE A. MCGINNIS/SENIOR PLANNER

October 18, 2016
DATE

CHECK ONE:

- ☒ SIGNED BY LEAD AGENCY
☐ SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR: