



THE CITY OF SAN DIEGO

June 26, 1999

Shayne and Shannon McIntyre
4101 Lomaland Drive #4
San Diego CA 92107

ADDENDUM TO YOUR CURRENT RENTAL AGREEMENT

This is a notice to all City tenants that effective July 1, 1999, California state law (Civil Code section 2070.10a) requires notice of a data base for registered sex offenders to be placed in all residential leases and rental agreements.

NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" service.

Please sign, date and return the original addendum to me in the enclosed envelope. The extra copy is for your records.

Sincerely,

Connie M. Romero

CONNIE M. ROMERO
Property Agent

THE UNDERSIGNED ACKNOWLEDGE(S) RECEIPT OF THE ABOVE ADDENDUM.

<i>Shannon McIntyre</i>	<i>6/30/99</i>	<i>Shayne McIntyre</i>	<i>4/30/99</i>
NAME	DATE	NAME	DATE



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

RENTAL AGREEMENT

THIS AGREEMENT is made in duplicate by and between THE CITY OF SAN DIEGO, through its City Manager, hereinafter designated as "CITY," and SHAYNE MCINTYRE AND SHANNON PAYNE, the undersigned, hereinafter designated as "TENANT," who hereby agrees to rent property owned by THE CITY OF SAN DIEGO, described as: 4101 Lomaland Drive #4 hereinafter called the "PREMISES," at a rental of \$415 per month, payable monthly in advance, on the first day of each calendar month beginning January 4, 1995. Rent for a lesser period shall be prorated. CITY hereby acknowledges receipt of \$415 deposit as guaranty for TENANT'S faithful performance of all covenants and conditions contained in this agreement. If at any time TENANT fails to keep and perform all of the terms, covenants and conditions of this agreement including the payment of rent, overdue and unpaid, CITY may, at its sole option, appropriate and apply all or any portion of said guaranty deposit to the payment of any loss or damage incurred by the CITY by reason of TENANT'S default or breach. Upon termination of this agreement and TENANT'S vacating the PREMISES and return of the keys of said PREMISES, CITY shall return without interest said deposit or portion remaining, if any, after deductions for an amount equal to any unpaid rents and/or loss and damage sustained by the CITY due to such period or default by TENANT.

TENANT hereby approves, agrees and consents to the following terms and conditions:

1. TENANT shall use the PREMISES solely for the purpose of soley as a single family residence.
2. The renting of the above PREMISES shall be month-to-month beginning on January 4, 1995. Provided, however, that this agreement may be terminated at any time by either party upon 30 days' advance written notice, and if such notice is given by CITY exclusively pursuant to this paragraph, CITY shall also tender to the TENANT a proportional part of any rent paid in advance by TENANT.

TENANT agrees to pay said rent to THE CITY OF SAN DIEGO, City Treasurer, 1222 First Avenue, San Diego, California 92101-4155, in advance on the first day of each month so long as tenancy continues.

This tenancy is of a temporary nature, and no Relocation Payment or Advisory Assistance will be sought or provided in any form as a consequence of this tenancy or the termination thereof.

In the event TENANT fails to pay the applicable rents when due as previously provided herein, then TENANT shall pay CITY in addition to the delinquent rent, a sum of money equal to Five Percent (5%) of said delinquent rent; however, in the event said delinquent rent is still unpaid after fifteen (15) days of becoming delinquent, then TENANT shall pay CITY, instead of said Five Percent (5%), a sum of money equal to Ten Percent (10%) of said delinquent rent. It is the intent of this provision that CITY shall be compensated by such additional sum for loss resulting from rental delinquency including costs to CITY for servicing the delinquent account.

The Real Estate Assets Director of CITY may for good cause waive any such delinquency compensation charge upon written application of TENANT prior to the delinquent period. The rights of CITY as provided for in this paragraph are in addition to the CITY'S rights, at the option of the Real Estate Assets Director, to immediately terminate this Rental Agreement for failure to pay rent promptly when due.

3. CITY shall pay promptly when due all water and electric bills. TENANT shall pay all other utility bills applicable to the PREMISES during occupancy and agrees to save CITY harmless therefrom.

4. TENANT shall not let or sublet the whole or any portion of the PREMISES, nor assign this tenancy to a third party, nor make or suffer any alterations to be made in or on said PREMISES, without first obtaining the written consent of CITY. In the event of a breach of this condition, CITY shall have the power to immediately declare this Rental Agreement terminated and will thereupon be entitled to immediate possession of the PREMISES.

5. TENANT shall give the CITY 30 days' advance written notice of intention to move or vacate the PREMISES, and upon such vacation agrees to leave same in as good condition as existed as of the day possession of the PREMISES was taken allowing, of course, for ordinary wear and tear incurred through normal usage during occupancy; and shall reimburse CITY for any damage done to said PREMISES, caused by TENANT'S occupation or tenancy, other than that due to normal use.

6. TENANT shall keep the PREMISES in a neat, clean and orderly condition at all times during occupancy, including watering of shrubs and lawn, and shall not permit rubbish, tin cans, garbage, etc., to accumulate at any time; shall not commit, suffer to permit any waste of said PREMISES or any acts to be done in violation of any laws or ordinances; shall not use or permit the use of said PREMISES for any illegal or immoral purposes; and shall comply with all applicable laws and local ordinances concerning said PREMISES and the use thereof.

7. TENANT shall vacate said PREMISES within 30 days after receipt of a notice to do so from CITY; and failing to vacate as herein provided, TENANT agrees that CITY, or its authorized agents, may enter upon said PREMISES and remove all personal property therefrom and in this event TENANT waives any and all claims of damages against CITY, its agent or employees. Nothing herein shall be deemed a waiver of any rights of CITY to demand and obtain possessions of said PREMISES in accordance with law in the event of a violation on TENANT'S part of any of the terms or conditions hereof.

8. This Rental Agreement is made upon the express condition that the CITY OF SAN DIEGO, its officers, agents and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including TENANT, or property of any kind whatsoever and to whomsoever belonging, including TENANT, from any cause or causes whatsoever while in, upon or in any way connected with the said demised PREMISES or the sidewalks or public ways adjacent thereto during the term of this Rental Agreement or any

extension hereof or any occupancy hereunder, and TENANT hereby covenants and agrees to indemnify and save harmless the CITY OF SAN DIEGO, its officers, agents and employees from all liability, loss, costs, expense and obligations on account of or arising out of any such injuries or losses however occurring.

9. In the event there is any prior existing lease or Rental Agreement between TENANT and CITY (or its predecessor in interest) covering the subject PREMISES, it is agreed and understood that this Rental Agreement shall cancel and terminate said prior lease or Rental Agreement as of the effective date of this Rental Agreement.

10. TENANT shall be solely responsible for all physical and mechanical maintenance, repairs and replacements made to the PREMISES up to a reasonable value of or cost of \$500 for each repair/replacements. Work requiring an expenditure beyond \$500 shall be referred to the CITY for handling. TENANT also agrees to cooperate and contribute to the share obligation of common area upkeep.

11. TENANT shall keep the PREMISES and the property on which it is situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by TENANT. TENANT shall indemnify, hold harmless, and defend CITY from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of TENANT. Such indemnity shall include, without limitation, all attorneys' fees and costs incurred by CITY due to the filing of such mechanic's lien or notice thereof.

12. Should it become necessary for CITY to commence legal proceedings to recover possession, or enforce any other provision of this Rental Agreement, the prevailing parties will be entitled to legal costs in connection therewith, including a reasonable sum as attorney's fees as determined by the court. The parties agree that the law of the State of California shall be used in interpreting this Rental Agreement and will govern all disputes under this Rental Agreement and will determine all rights thereunder. At the option of either party, venue of any action involving this Rental Agreement may be in, or changed to the County of San Diego or the Southern District of California. Personal service 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 Rental Agreement.

13. TENANT acknowledges that his interest may be subject to a possible possessory interest tax that the County may impose on such interest and agrees that any such tax shall be the liability of and be paid by TENANT before becoming delinquent.

14. The PREMISES shall not be used for any illegal purposes by TENANT or any other persons; nor shall the TENANT create any nuisance or allow any other persons to create a nuisance on the leased PREMISES or any part thereof. If in the opinion of the Real Estate Assets Director, either of these conditions occur, the Real Estate Assets Director shall have the right to immediately terminate this tenancy.

15. The terms of this agreement may be amended or revised at any time by written memorandum signed by both TENANT and CITY, and said memorandum shall become a part of the original agreement and shall operate with the same force and effect as the original agreement.

16. CITY shall have the right to review the rental rate of this agreement and may increase rent, at any time, upon 30 days' written notice.

17. It is recognized that the TENANT'S residence at this location provides a valuable service to the City's Park and Recreation Department in the form of security. TENANT agrees to notify the CITY of any observed illegal activity or hazardous conditions that may occur on the PREMISES or surrounding area.

TENANT

THE CITY OF SAN DIEGO

By Sharon McIntyre
Sharon Payne

By Mary Louise Groarke
Mary Louise Groarke
(Supervising Property Agent)

Date 12/6, 1995

Date 1-9, 1996

APPROVED as to form and legality this 12 day of January, 1996

JOHN W. WITT, City Attorney

By [Signature]
Deputy

CMR/dcj-c

12/6/95

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