



Agenda
City of Vernon
Regular Vernon Housing Commission Meeting
Wednesday, June 8, 2022, 6:00 PM
Remote Location Via Zoom

Steven Froberg, Chair
Juliet Goff, Vice Chair
Ronit Edry, Commissioner
Leticia Lopez, Commissioner
Jorge Nevarez Jr., Commissioner
Marlene Ybarra, Commissioner
Vacant, Commissioner

SPECIAL REMOTE PROTOCOLS

Assembly Bill 361 (AB 361) authorizes public meetings to take place via teleconference because State and Local officials are recommending measures to promote social distancing. This meeting will be conducted entirely by remote participation via Zoom Webinar.

The public is encouraged to view the meeting at <https://www.cityofvernon.org/webinar-vhc> or by calling (408) 638-0968, Meeting ID 835-8776-7775#. You may address the Commission via Zoom or submit comments to PublicComment@cityofvernon.org with the meeting date and item number in the subject line.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC COMMENT

At this time the public is encouraged to address the Vernon Housing Commission on any matter that is within the subject matter jurisdiction of the Commission. The public will also be given a chance to comment on matters which are on the posted agenda during Commission deliberation on those specific matters.

PRESENTATIONS

1. Public Works

Quarterly City Housing Report

Recommendation:

Receive and file the June 2022 Quarterly Housing Report.

1. June 2022 Quarterly Housing Report

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be approved with one motion. Items may be removed from the Consent Calendar for individual consideration. Removed items will be considered immediately following the Consent Calendar.

2. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the March 9, 2022 Regular Vernon Housing Commission meeting minutes.

1. [20220309 VHC minutes](#)

NEW BUSINESS

3. Public Works

[City-owned Housing Residential Lease](#)

Recommendation:

Adopt the revised Residential Lease utilized for City-owned Housing.

1. [Standard Residential Lease \(redline\)](#)

2. [Standard Residential Lease \(clean\)](#)

ORAL REPORTS

Brief reports, announcements, or directives to staff.

CLOSED SESSION

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

City of Vernon vs. Keith Whitworth, et al.

Los Angeles Superior Court Case No. 22NWUD00364

CLOSED SESSION REPORT

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours and Special meeting agendas may be amended up to 24 hours in advance of the meeting.

Dated this 2nd day of June, 2022.

By: _____/s/_____
Sandra Dolson, Administrative Secretary

Vernon Housing Commission Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: June 8, 2022

SUBJECT

Quarterly City Housing Report

Recommendation:

Receive and file the June 2022 Quarterly Housing Report.

Background:

Staff will present the Quarterly City Housing Report for the period from March 2022 through May 2022. The report highlights rent, occupancy, inspections and repairs. In conjunction with the quarterly update, City staff will provide the Commission a summary of housing related inquiries.

Fiscal Impact:

There is no fiscal impact associated with this report

Attachments:

1. [June 2022 Quarterly Housing Report](#)



Vernon Housing Commission

Quarterly Report

June 8, 2022

Daniel Wall - Director of Public Works

Overview

Public Works effectively manages City-owned housing and strives to provide outstanding service to its tenants.

1. Rent Register
2. Occupancy
3. Summary of Calls Received
4. Operations
5. Advertising
6. Closing



Rent Register

- Outstanding balance as of 6/2/2022, is \$23,285.80*
- City has been compliant with COVID-19 Notice Process
- CA COVID-19 Rent Relief Program closed on 5/31/2022
 - Two Vernon Tenants initiated the application process prior to the deadline
 - City has responded to requests for information on Vernon tenants that applied for State rental assistance
 - COVID-19 Tenant protections remain in place

*Outstanding balance includes June rent due on 6/1/2022. Updated figure will be provided to the VHC on 6/8/2022 to reflect June rent payments received to date. Outstanding balance also includes unit in lease termination process.

Occupancy

Block	Properties	Occupied	Available
Furlong	10	9	4324 Furlong
50th	8	7	3382 50th
Fruitland	6	5	3357 Fruitland
Vernon	2	2	None*

**Lease Termination Process*

Summary of Calls Received

Month	Calls Received	Types of Calls				Avg. Days To Complete
		Repairs	Questions	Housing Inquiries	Other	
March	6	6	0	0	0	< 1 day
April	1	1	0	0	0	< 1 day
May	6	6	0	0	0	< 1 day
Totals	13	13	0	0	0	< 1 day

Operations



- All service requests addressed
- Evaluating solutions to address trespassing concerns affecting Vernon Avenue units
- April 2022 safety inspections conducted



Advertising

- Housing Interest Form continually available on City's Website
- Available housing units advertised in accordance with VHC Procedures
 - Posted at City Hall
 - Posted on the City's Website
 - Advertised in local newspaper publication
 - Broadcast on City's social media platforms
- Lottery for available units scheduled for Special VHC meeting on 6/29/2022

got housing? 2-Bedroom House
Rent \$1,860

- Freshly remodeled
- Granite counters
- 2 assigned parking spaces
- 1,067 square feet
- Ceramic tiled kitchen and bath
- Beautiful hardwood floors

A lottery will be held for this rental on June 29, 2022. Contact City of Vernon housing at (323) 826-1472, or via email at cityhousing@cityofvernon.org for more information on this property.

got housing? 1-Bedroom Apartment
Rent \$1,450

- Freshly remodeled
- Granite counters
- 2 parking spaces & 1 storage garage
- 742 square feet
- Ceramic tiled kitchen and bath
- Beautiful hardwood floors

got housing? 3-Bedroom House
Rent \$2,470

- Freshly remodeled
- Granite counters
- 2 car garage
- 1,305 square feet
- Ceramic tiled kitchen and bath
- Beautiful hardwood floors

A lottery will be held for this rental on June 29, 2022. Contact City of Vernon housing at (323) 826-1472 or via email at cityhousing@cityofvernon.org for more information on this property.

In Closing...

Public Works:

1. Follows established VHC Policies and Procedures in management practices including filling vacancies via lottery
2. Actively inspects and maintains City-owned residential properties in accordance with best practices for landlords
3. Manages housing costs in a fiscally responsible manner within the budget approved by the City Council
4. Stays abreast of current issues impacting City-owned properties and tenants (environmental, rental assistance, COVID-19 etc.)
5. Engages tenants through proactive and legally compliant communications to inform of actions and invite feedback

Vernon Housing Commission Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: June 8, 2022

SUBJECT

Approval of Minutes

Recommendation:

Approve the March 9, 2022 Regular Vernon Housing Commission meeting minutes.

Background:

Staff has prepared and hereby submits the minutes for approval.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [20220309 VHC minutes](#)

**MINUTES
VERNON HOUSING COMMISSION
REGULAR MEETING
WEDNESDAY, MARCH 9, 2022
REMOTE LOCATION VIA ZOOM**

CALL TO ORDER

Chair Froberg called the meeting to order at 6:00 p.m.

FLAG SALUTE

Chair Froberg led the Flag Salute.

ROLL CALL

PRESENT: Steven Froberg, Chair (via remote access)
Ronit Edry, Commissioner (via remote access)
Leticia Lopez, Commissioner (via remote Access)
Jorge Nevarez, Jr., Commissioner (via remote access)
Marlene Ybarra, Commissioner (via remote access)

ABSENT: Juliet Goff, Vice Chair

STAFF PRESENT:

Carlos Fandino, City Administrator (via remote access)
Zaynah Moussa, Interim City Attorney (via remote access)
Lisa Pope, City Clerk (via remote access)
Dan Wall, Public Works Director (via remote access)

APPROVAL OF THE AGENDA

MOTION

Commissioner Edry moved and Commissioner Ybarra seconded a motion to approve the agenda. The question was called and the motion carried 5-0, Vice Chair Goff absent.

PUBLIC COMMENT

None.

PRESENTATIONS

1. **Quarterly City Housing Report**

Recommendation: Receive and file the March 2022 Quarterly Housing Report.

Public Works Director Wall presented the item.

CONSENT CALENDAR

MOTION

Commissioner Lopez moved and Commissioner Nevarez seconded a motion to approve the Consent Calendar. The question was called and the motion carried. 5-0, Vice Chair Goff absent.

The Consent Calendar consisted of the following item:

2. **Approval of Minutes**

Recommendation: Approve the December 8, 2021 Regular, December 15, 2021 Special Vernon Housing Commission meeting and December 15, 2021 Joint Special Business and Industry / Green Vernon Commission Vernon Housing Commission meeting minutes.

NEW BUSINESS

3. **Vernon Rental Housing Policy and Vernon Housing Commission Procedures**

Recommendation: A. Adopt Resolution No. VHC-9 approving a Vernon Rental Housing Policy, submitting said policy to the City Council for adoption, and repealing Resolution No. VHC-5; B. Adopt the following revised Vernon Housing Commission procedures: 1) New Tenant Lease Procedures; 2) Non-Payment or Untimely Payment of Rent Procedures 3) Impermissible Subletting or Assigning Housing Units Procedures; 4) Damage to Units During Tenancy Procedures; 5) Disability Priority Procedures; 6) Occupant Relocation Procedures; and 7) Appliances in City-Owned Housing Units Procedures; and C. Find that certain procedures are no longer necessary and repeal the following procedures: 1) Transitional Hardship Appeal Procedures; and 2) Unit-to-Unit Transfer Procedures.

Public Works Director Wall presented the staff report.

In response to Commission questions, Public Works Director Wall and Interim City Attorney Moussa explained the personal guarantee for a co-signer and notice to end tenancy; and summarized the proposed changes.

MOTION

Commissioner Nevarez moved and Commissioner Lopez seconded a motion to: A. Adopt Resolution No. VHC-9 approving a Vernon Rental Housing Policy,

submitting said policy to the City Council for adoption, and repealing Resolution No. VHC-5; B. Adopt the following revised Vernon Housing Commission procedures: 1) New Tenant Lease Procedures; 2) Non-Payment or Untimely Payment of Rent Procedures 3) Impermissible Subletting or Assigning Housing Units Procedures; 4) Damage to Units During Tenancy Procedures; 5) Disability Priority Procedures; 6) Occupant Relocation Procedures; and 7) Appliances in City-Owned Housing Units Procedures; and C. Find that certain procedures are no longer necessary and repeal the following procedures: 1) Transitional Hardship Appeal Procedures; and 2) Unit-to-Unit Transfer Procedures. The question was called and the motion carried 5-0, Vice Chair Goff absent.

ORAL REPORTS

None.

RECESS

Chair Froberg recessed the meeting to Closed Session at 6:20 p.m.

CLOSED SESSION

Chair Froberg recused himself and left the meeting.

- 4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –**
Initiation of Litigation
Government Code Section 54956.9(d)(4)
Number of potential cases: 1

Following conclusion of Item No. 4, Chair Froberg returned to the meeting.

RECONVENE

At 6:43 p.m., Chair Froberg adjourned Closed Session and reconvened the regular meeting.

CLOSED SESSION REPORT

Interim City Attorney Moussa reported that the Commission met in Closed Session, discussed the item on the agenda, and took no reportable action.

ADJOURNMENT

With no further business, Chair Froberg adjourned the meeting at 6:44 p.m.

STEVEN FROBERG, Chair

ATTEST:

LISA POPE, City Clerk
(seal)

Vernon Housing Commission Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: June 8, 2022

SUBJECT

City-owned Housing Residential Lease

Recommendation:

Adopt the revised Residential Lease utilized for City-owned Housing.

Background:

Pursuant to Municipal Code Section 2.40.060, the Vernon Housing Commission (Commission) is charged, in summary, with:

- A. Taking action with respect to City-owned dwelling units including entering into leases, removing tenants for cause per laws of the State of California, set, adjust and collect rents, repair or reconstruct units;
- B. Enforcing the Vernon Rental Housing Policy;
- C. Making recommendations to the City Council regarding the extent to which City ownership of housing stock continues to provide public benefits that are sufficiently adequate to merit ownership and whether the public interest would be served by the City divesting its ownership in any of the City-owned dwelling units;
- D. Making recommendations to the City Council with respect to opportunities for the development of housing opportunities in the City and in other cities and communities in close proximity to the City;
- E. Advising the City Council with respect to all matters relevant to the housing element of the City or any City-owned dwelling unit in the City; and
- F. Performing such other duties as may be delegated by the City Council.

The Commission adopted several revised procedures at its meeting on March 9, 2022. In an effort to complete updates to all Housing related materials, staff now presents revisions to the standard Residential Lease for the Commission's consideration at its June 8, 2022 meeting.

The Residential Lease was last revised on January 12, 2012. The proposed changes to the Residential Lease are shown in the attached redlined Residential Lease and are summarized as follows:

- Added information about permit parking for Furlong units
- Revised language related to Possessory Tax Payments
- Removed section on Condominium; Planned Unit Development
- Changed Right of Entry and Inspection to make clearer and in conformance with California Civil Code Section 1954
- Added section on text and email notifications
- Changed order of paragraphs in the Pet Agreement
- Clarified language and references throughout

Staff recommends the Vernon Housing Commission approve the revised Residential Lease for new tenants that lease a City-owned housing unit moving forward.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Standard Residential Lease \(redline\)](#)
2. [Standard Residential Lease \(clean\)](#)

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (~~the~~ "Lease") is dated ~~as of~~ _____, 20__, ~~and~~ is entered into ~~between~~ the CITY OF VERNON, a California municipal corporation ("~~Landlord~~") and _____ (collectively, "Tenant").

1. **PROPERTY:**

- A. Landlord rents to Tenant and Tenant rents from Landlord, the property located at _____ (~~the~~ "Premises").
- B. The Premises are for use solely as a private residence ~~the sole use as a personal residence~~ by the Tenant and following named person(s) only: _____

_____ (~~the~~ "Authorized Occupants"). Occupancy shall be limited to no more than two persons per bedroom, plus one additional person. Authorized Occupants are not Tenants under this Lease.

2. **TERM:** The term of this Lease shall begin on _____ ("~~Commencement Date~~") and shall continue until _____, 20__ ("~~Expiration Date~~"). The term of the Lease may not be for a period longer than one (1) year.

- A. At the end of any term, at Tenant's option, so long as Tenant is not in breach of any material obligation under this Lease, Tenant may renew the term of the Lease for a period not to exceed one year. If Tenant wishes to renew the Lease for a specified term, at least 30 days prior to the expiration of the current term, Tenant shall give Landlord written notice of Tenant's intent to renew the Lease, and the length of the renewal, not to exceed one (1) year.
- B. If Tenant remains in occupancy after the Expiration Date, or any extension thereof, and Landlord accepts the monthly rent (other than past due rent), then the Lease shall continue as a month-to-month tenancy on the terms of this Lease terminable by either party upon at least 60 days' prior written notice. Tenant shall vacate the Premises upon expiration of this Lease and shall promptly remove all personal property.

3. **RENT; RENT ADJUSTMENT:** The capitalized term "Rent" shall mean all monetary obligations of Tenant to Landlord under this Lease, except the security deposit.

- A. Tenant agrees to pay monthly Rent in the amount of \$ _____ per month, subject to adjustment as described in Section 3.B. below, in advance on the 1st day of each calendar month, by personal check, money order, or cashier's check to City of Vernon at 4305 Santa Fe Avenue, Vernon, CA -90058 (or at any other location subsequently specified by Landlord in writing to Tenant). If any payment is returned for non-sufficient funds ("~~NSF~~") or because tenant stops payment, ~~then,~~ ~~after that~~ Landlord may then by written notice to Tenant require Tenant to pay all future Rent by cashier's check.

- B. It is Landlord's policy to charge Tenant "market" rent. As such, Landlord reserves the right to adjust the Rent to reflect Landlord's current assessment of "market" Rent. Notwithstanding the foregoing, Landlord may not adjust the Rent more than once in any 12-month period of time.

4. **SECURITY DEPOSIT:**

- A. Concurrently with Tenant's execution of this Lease, Tenant shall pay one month's ~~R~~ent to Landlord as a security deposit.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) ~~c~~ure Tenant's default in payment of Rent (which includes late charges, NSF fees or other sums due); (ii) ~~r~~epair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; and (iii) ~~c~~lean the Premises, if necessary, upon expiration or earlier termination of the tenancy. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five (5) days written request to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: ~~(1)~~ ~~f~~urnish Tenant ~~with~~ an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code Section 1950.5(g); and ~~(2)~~ ~~i~~ ~~r~~eturn any remaining portion of the security deposit to Tenant.
- C. After giving or receiving notice of termination of a tenancy, or before the end of this Lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the Lease or rental. 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. 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) ~~o~~btain receipts for Repairs performed by others; (b) ~~p~~repare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) ~~p~~rovide copies of receipts and statements to Landlord prior to termination. This Section does not apply, however, when the tenancy is terminated pursuant to California Code of Civil Procedure Section §-1161 (2), (3) or (4).

D. The security deposit will not be returned until all Tenants and occupants have vacated the Premises and all keys have been returned. Any security deposit returned by check shall be made jointly to all Tenants named in this Lease.

E. No interest will be paid on the security deposit.

5. INITIAL PAYMENTS; FIRST AND LAST MONTH'S RENT AND SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall pay the first partial month's Rent (if applicable), first full month's Rent, last month's Rent (equal to one full month of Rent) and the security deposit to Landlord by personal check, cashier's check, or money order.

6. LATE CHARGE; RETURNED CHECKS:

A. Tenant acknowledges that either late payment of monthly 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. If any installment of Rent due from Tenant is not received by Landlord within **five (5) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of five percent (5%) of the Rent due as a late charge and \$25.00 as a non-sufficient funds (NSF) fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, all 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 monthly rent is due under Section 3A above or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: If the Premises consist of an apartment, Tenant shall have two assigned parking spaces, specifically the two spaces labeled with the corresponding address of the Premises, and Tenant shall park only in such assigned spaces. Parking areas are to be used for parking properly licensed, currently registered, and operable motor vehicles, but not for trailers, boats, campers, buses or trucks (other than pick-up trucks). Parking areas used by Tenant are to be kept clean, and vehicles leaking oil, gas or other motor vehicle fluids shall not be permitted. Mechanical work or storage of inoperable vehicles is not permitted.

~~C.A.~~ If the Premises is located on Furlong Place, Tenant shall be assigned parking space(s), and shall park only in such assigned space(s); Furlong and Tenant must secure Guest Parking Passes for visitors. Tenant and their guests shall properly display parking permits at all times while parked on the premises. Parking areas are to be used for parking properly licensed and operable motor vehicles, but not for trailers, boats, campers, buses or trucks (other than pick-up trucks). Parking areas used by Tenant are to be kept clean, and vehicles leaking oil, gas or other motor vehicle fluids shall not be permitted. Mechanical work or storage of inoperable vehicles is not permitted.

7.8. STORAGE: If the Premises consist of an apartment, Tenant shall have the right to use the storage unit labeled with the corresponding address of the Premises. 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, or any flammable materials, explosives, hazardous materials or wastes or other inherently dangerous material, or any illegal substances.

8.9. UTILITIES: Tenant shall pay for all utilities. 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. Tenant shall pay any cost for conversion from existing utilities service provider.

9.10. CONDITION OF PREMISES: Tenant ~~represents—and—warrants that~~acknowledges ~~that they have examined the Premises and that and said premises~~ Tenant has examined the Premises and, all appliances, landscaping, and fixtures, including smoke detector(s) and carbon monoxide detectors, and all other items provided by Landlord are all clean, and Tenant acknowledges these items are in good, clean and operable condition.

10.11. MAINTENANCE:

A. Tenant shall properly use, operate and safeguard the Premises, including maintaining any landscaping and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and 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's Building Maintenance Department of any problem, malfunction or damage. 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 resulting from 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. Tenant shall maintain, repair as necessary and water the garden, landscaping, trees and shrubs.
- C. 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 Tenant shall reimburse Landlord for Landlord's actual cost thereof, as additional Rent, within ten (10) days after written demand.

11.12. 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.

12.13. PETS: Unless otherwise provided in California Civil Code Section§ 54.2, Tenant may keep no more than two dog(s) and/or three cat(s) on the Premises as pets, subject to Landlord's separate Pet Agreement attached hereto as Exhibit "A", which must be signed by Tenant and is incorporated herein by reference. Except as expressly so provided herein, no other animal or pet shall be kept on or about the Premises without Landlord's prior written consent.

13.14. WATERBEDS: If the Premises were constructed on or after January 1973, then Tenant may use a waterbed in the Premises provided: (i) Tenant obtains a replacement value \$100,000 waterbed insurance policy and delivers a copy to Landlord; (ii) the waterbed does not exceed the floor load for the Premises; (iii) the waterbed is held together by a pedestal or frame; (iv) the Tenant installs, maintains and moves the waterbed in accordance with the manufacturer's retailer's standards; (v) the Tenant gives Landlord at least 24 hours' prior written notice of Tenant's intention to install, move or remove (as applicable) the waterbed and arranges for a Landlord representative to be present when this occurs; (vi) the waterbed has a label certifying that it conforms to construction standards imposed by the State Bureau of Home Furnishings; and (vii) the waterbed was constructed after January 1, 1973.

14.15. SMOKING: If smoking occurs on the Premises, Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; and Tenant acknowledges that in order to remove odor caused by smoking,

Landlord may need to take certain actions such as replacing carpet and drapes and painting entire premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit.

15.16. RULES/REGULATIONS:

- A. Tenant shall comply with the Rules and Regulations attached hereto as Exhibit “B”.
- B. Tenant agrees to comply with all other Landlord rules and regulations that are 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 (if any) 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.

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

~~The Premises is 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, and Landlord has provided or shall provide Tenant with copies of them. 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.~~

17. **EQUIPMENT; ALTERATIONS; REPAIRS:** Unless otherwise required by law, 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.

Any equipment, fixtures, or improvements (including, without limitation, water treatment and water filtration equipment) installed by the Landlord (whether purchased by the Landlord or the Tenant) shall remain the property of the Landlord and shall remain on the Premises after the expiration or earlier termination of the Lease. Any equipment, fixtures, or improvements (including, without limitation, fencing) shall only be installed by the Tenant after written approval by the Landlord and shall become the property of the Landlord at the expiration or earlier termination of the Lease. The Landlord may require

the Tenant to remove any such equipment, fixtures, or improvements (whether installed by the Landlord or the Tenant) and restore the Premises to their original condition at the Tenant's expense.

Any appliances installed or placed in the Premises by the Landlord shall remain the property of the Landlord and shall not be removed by the Tenant.

18. KEYS; LOCKS:

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

_____ key(s) to the Premises

_____ remote control device(s) for garage door/gate opener(s)

for apartments ~~and condominiums~~, _____ key(s) to mailbox

for apartments ~~and condominiums~~, _____ key(s) to common area(s)

for apartments, _____ key(s) to storage unit(s)

B. If Tenant re-keys existing locks or opening devices (with or without Landlord's consent), 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. ~~or _____ opening devices~~ opening devices. ~~_____ opening devices.~~ —T Tenant may not remove locks, even if installed by Tenant.

19. RIGHT OF ENTRY AND INSPECTION:

A. ~~Tenant shall make Premises available to~~ Landlord or Landlord's representative may enter and inspect the Premises during normal business hours and upon reasonable advance written notice of at least 24 hours to Tenant for the purpose of making necessary or agreed repairs, decorations, alterations or improvements, supplying necessary or agreed services, exhibiting the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors, or conducting a required inspection. ~~—S~~by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. Landlord shall give 24 hours advance notice and may enter for the purpose of showing premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or normal inspection and repairs. Landlord is permitted to make all alterations, repairs and maintenance that in the Landlord's judgement is necessary to perform. In addition, the Landlord has the all rights to enter pursuant to California Civil Code Section 1954, including the right to enter,

inspect and/or repair the Premises at any time in case of emergency or abandonment.

- ~~A. Landlord is permitted to make all alterations, repairs, and maintenance that in the Landlord's judgment is necessary to perform. If the work performed requires the cooperation of the Tenant to perform certain tasks, then Tenant shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) for the purpose of entering to make necessary repairs, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgages, lenders, appraisers, or contractors.~~
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except that 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. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. 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. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs.
20. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
21. **ASSIGNMENT AND SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Lease or any interest in it. Any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall be grounds for Landlord to terminate this Lease. For purposes of this Lease, "assignment and subletting" shall be defined as set forth in the Procedures Regarding Impermissible Subletting or Assignment of Housing Units adopted by the Vernon Housing Commission ("VHC") as of December 12, 2012 and as modified by the VHC from time to time.
22. **JOINT AND SEVERAL OBLIGATIONS:** If there is more than one Tenant, each one shall be completely responsible for the performance of all obligations of Tenant under this Lease, jointly and severally with every other Tenant, whether or not in possession. Any such joint and several obligations do not extend to Authorized Occupants, who are not Tenants under this lease.
23. **LEAD-BASED PAINT (If checked):** The Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached Exhibit "C" and a federally approved lead pamphlet.

24. **PERIODIC PEST CONTROL (If checked):** 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.
25. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to [California Penal Code](#) 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. (Landlord is not required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
26. **MOLD AND MILDEW WARNING NOTICE:** Mold and mildew may be injurious to one's health; therefore, Tenant acknowledges that: (a) Tenant has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Tenant has found no signs of moisture, mold or mildew therein; (c) Tenant shall: (i) keep the Premises well-ventilated, clean and dry any signs of mold or mildew from all surfaces, (ii) promptly notify Landlord of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Landlord of any mold, as well as any malfunction of ventilation, air conditioning or heating systems. Tenant shall be liable for any costs, expenses, injuries, damages and claims that may result from any failure to perform the foregoing duties.
27. **TOXIC SUBSTANCE WARNING:** [California law requires landlords to disclose to tenants the presence or potential presence of certain hazardous materials. Accordingly, Tenant is hereby advised that Landlord is required to give you notice that](#) areas on this property contain or may contain one or more of some 700 + toxic substances and chemicals substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, barbeque or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm.
28. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon the expiration or earlier termination of this Lease, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any mailboxes, pools, gates, common areas and all garage door openers; (ii) vacate and surrender Premises to Landlord, empty of all personal property and persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises to Landlord in good and broom-clean condition; (v) remove all debris; and (vi) give written notice to Landlord of Tenant's forwarding address.
- B. All alterations/improvements made by or caused to be made by Tenant and/or Authorized Occupants, with or without Landlord's consent, shall become the

property of Landlord upon the expiration or earlier termination of this Lease. At Landlord's discretion, Landlord may, but is not obligated to, restore the Premises to the condition they were in prior to any alterations/improvements that were not approved in writing by Landlord. In such a case, Tenant shall reimburse Landlord, as additional Rent, within ten (10) days after written demand for costs of restoration.

- 29. 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. Unless Landlord expressly agrees in writing to pay relocation benefits, Tenant hereby waives any and all rights it may have to relocation benefits under California law.
- 30. DAMAGE:** 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 and Rent shall be abated as of the date Premises become totally or partially uninhabitable. If the Premises is an apartment unit ~~or condominium~~, then Landlord may terminate this Lease upon written notice to Tenant if damage to the apartment or ~~condominium~~ apartment complex occurs which will cost in excess of 20% of the replacement cost of the complex to repair. If this Lease 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.
- 31. INSURANCE:** Tenant's, Authorized Occupant'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 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.~~
- 32. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. Landlord does not waive any rights by accepting rent or by failing to enforce any terms of this Lease. Landlord's acceptance of rent with knowledge that Tenant has violated the Lease shall not waive or affect Landlord's right to evict Tenant.

33. **NOTICES:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: City of Vernon
4305 South Santa Fe Avenue
Vernon, CA 90058
Attn: City Clerk

Tenant: To the Premises

34. TEXT AND EMAIL NOTIFICATIONS: Check: LANDLORD and TENANT agree that communication by text and email shall serve as legal notice in the following circumstances only: Repair requests, Landlord’s Notice to Enter and reminders of repairs being made, emergency repairs, and or warnings of suspicious activity on the premises.

LANDLORD’S Text Number: _____
TENANT’S Text Number: _____
TENANT’S Text Number: _____
TENANT’S Text Number: _____

LANDLORD’S Email Address: _____
TENANT’S Email Address: _____
TENANT’S Email Address: _____
TENANT’S Email Address: _____

34.35. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return, from time to time, a tenant estoppel certificate delivered to Tenant by Landlord, containing such information regarding this Lease and the Premises as Landlord may request, within five (5) business days. 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 Landlord and a lender or purchaser.

35.36. TENANT REPRESENTATIONS; CREDIT REPORTS: Tenant warrants that all statements in Tenant’s rental application are accurate, and Tenant hereby authorizes Landlord to obtain Tenant’s credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord may cancel this Lease: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that material 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.

36.37. MEDIATION:

A. Subject to Section 37.B. 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

between Landlord and Tenant. If, for any dispute or claim to which this Section 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 its attorneys' 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) any matter within the jurisdiction of a probate, small claims or bankruptcy court; (iii) an action for injunctive relief; and/or (iv) an action for attachment.

37.38. ATTORNEYS' FEES: In any action or proceeding arising out of this Lease, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs, except as provided in Section 37.A. above.

38.39. ENTIRE CONTRACT; SEVERABILITY; AMENDMENTS: All understandings between the parties are incorporated in this Lease. The 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 Lease 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.

39.40. TERMINATION OF EXISTING LEASE (If checked): Upon the Commencement Date, the existing Lease between Landlord and Tenant dated _____ shall terminate.

40.41. LANDLORD IS ACTING IN ITS PROPRIETARY CAPACITY (NOT GOVERNMENTAL CAPACITY): In entering into this Lease, Landlord is acting in its proprietary capacity as a party to a contract, and not in its governmental capacity; consequently, nothing in this Lease shall be construed to modify or waive Landlord's rights in its governmental capacity, all of which are hereby reserved.

41.42. INDEMNITY: Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, Leases, damages, costs and expenses arising from, or relating to, any act or omission by Tenant or any Authorized Occupant, or guest, licensee, contractor, sublessee or assignee of Tenant, in, on or about the Premises.

42.43. TIME OF ESSENCE: Time is of the essence of each and every provision of this Lease in which time is a factor.

43.44. EXECUTION IN COUNTERPARTS: Counterpart originals of this Lease may be executed, each of which, and all of which together, shall constitute one and the same agreement.

45. POSSESSORY INTEREST TAX: Landlord hereby informs Tenant that a form of property tax called a “possessory interest tax” may apply to Tenant’s interest under this Lease. ~~Tenant shall pay all such possessory interest taxes, as assessed to Tenant, before they become delinquent, and may submit proof of payment of such tax to Landlord for prompt reimbursement. In the event the Tenant receives a “possessory interest tax” bill or statement from the County of Los Angeles, Tenant shall provide the Landlord with the possessory interest tax bill or statement and the Landlord shall promptly pay the bill directly to the levying local agency. All bills or statements must be delivered to the Landlord at City Hall at the address listed in Section paragraph 3433, above (“Notices”), and marked to the attention of the Director of Public Works. Failure to submit the “possessory interest tax” bill or statement within fourteen calendar (14) dates from receipt, but not later than five (5) days of the date the tax is due, may result in the Tenant being responsible to pay the “possessory interest tax” assessed, including any additional fees or penalties for late payment.~~

44.46. In the event the Tenant receives a “possessory interest tax” bill or statement from the County of Los Angeles, Tenant shall provide the Landlord with the possessory interest tax bill or statement and the Landlord shall promptly pay the bill directly to the levying local agency. All bills or statements must be delivered to the Landlord at City Hall at the address listed in Section paragraph 3433, above (“Notices”), and marked to the attention of the Director of Public Works. Failure to submit the “possessory interest tax” bill or statement within fourteen calendar (14) dates from receipt, but not later than five (5) days of the date the tax is due, may result in the Tenant being responsible to pay the “possessory interest tax” assessed, including any additional fees or penalties for late payment.

45.47. WAIVER OF RELIEF FROM FORFEITURE: To the extent not prohibited by law, Tenant hereby waives and agrees not to assert any rights or benefits under California Code of Civil Procedure Section 1179 permitting a court to relieve a tenant from forfeiture of a Lease and restore him to or her to tenancy in the case of “hardship”.

46.48. COMMISSION AUTHORITY TO AMEND: The VHC shall have the authority (but not any obligation) to amend this Lease on behalf of the City; provided the amendment is express, in writing and executed by the VHC Director and the Tenant.

47.49. Compliance With Laws: Neither Tenant, nor Tenant’s guests or invitees, shall violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other tenant, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Landlord’s insurance premiums.

48.50. Non-Curable Breach of Agreement: The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: **(a)** Police raid upon the Premises resulting in the arrest and conviction of Tenant for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the

Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (~~bii~~) Misrepresentation or material omission on Tenant's Rental Application vitiating the tenancy; (~~eiii~~) violation of Section paragraph 22 of this Lease.

49.51. Priority Right to Purchase Housing Units for Tenants Who First Leased a Housing Unit on or before July 7, 2011: If Tenant first Leased and occupied the Premises on or before July 7, 2011, regardless of the effective date of this Lease, and if the Premises is offered for sale, Tenant shall have a priority right to purchase the Premises, subject, however, to the California Attorney General approving of this grant of a priority right. If the California Attorney General does not approve of the granting of this priority right, no such priority right shall exist.

(Continued on Next Page)

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the date first written above.

LANDLORD: CITY OF VERNON, a California Municipal Corporation

CARLOS R. FANDINO, JR., City Administrator and VHC Director

ATTEST:

LISA POPE, City Clerk

APPROVED AS TO FORM:

ZAYNAH MOUSSA, Interim City Attorney

TENANT:

Printed Name

Signature

Printed Name

Signature

EXHIBIT "A"

PET AGREEMENT

TENANT: _____

PREMISES: _____

DOG(S): _____ CAT(S): _____

Breed(s): _____ Breed(s): _____

Name(s): _____ Name(s): _____

Tenant, in consideration of this agreement, which is incorporated into the rental agreement, shall abide by the following terms, each of which is material:

1. Pet(s) allowed: The only pet(s) which the tenant shall keep on the premises are described above.
2. Repair and/or Replacement: Tenant shall either, at the sole election of the landlord, repair in a workmanlike manner or reimburse the landlord for the costs of said repair, upon a demand contained in a three day notice to perform or quit, any damages to the premises or its furnishings and improvements, caused by the pet(s).
3. Dogs: Dogs must be neutered. Dogs must be leashed, at all times, outside the premises. Dogs shall not be allowed to defecate on or about the premises. Any such defecation must be immediately removed and either wrapped or bagged. Unwrapped defecation shall not be placed in any trash container. Dogs must not bark or howl or in any way become a nuisance or threat to the other tenants of the premises. Dogs shall be kept free of fleas and tenant is responsible for the costs of any and all flea infestation treatment which may be required, at the sole discretion of the landlord. Tenant represents that their dog(s) is/are housebroken.
4. Cats: Cats must be neutered. Cats must be kept inside the premises at all times unless the premises is a single family dwelling. A litter box must be maintained inside the premises and it must be kept clean. Litter must be bagged before being placed into trash.
5. Feeding: No pet may be fed outside the dwelling unit except if the unit is a single family dwelling, or fed over any uncovered carpeting.
6. Unattended Pet: No pet shall be left unattended for more than twenty-four hours. When tenant is on vacation or away from the premises for more than twenty-four hours, the pet

must be taken to a pet care facility. Strangers to the tenancy shall not be allowed to enter the premises to care for the pet.

7. Abandonment of Pet: Any pet left at the premises following either voluntary vacation by the tenant or lockout pursuant to court order shall be deemed abandoned. The landlord has no responsibility for the care, feeding, and maintenance of the pet, and may immediately turn the pet over to any local animal control authority.

8. Laws and ordinances: Tenant shall obey all pertinent laws and ordinances.

9. Breach of Covenant: The breach of any covenant of this agreement, following the service of a three day notice to perform or quit on the tenant, shall be deemed a material breach of the rental agreement and will entitle the landlord to restitution of the premises, and such other damages as may be recoverable pursuant to the terms of the rental agreement.

~~10. Unattended Pet: No pet shall be left unattended for more than twenty-four hours. When tenant is on vacation or away from the premises for more than twenty-four hours, the pet must be taken to a pet care facility. Strangers to the tenancy shall not be allowed to enter the premises to care for the pet.~~

~~11. Abandonment of Pet: Any pet left at the premises following either voluntary vacation by the tenant or lockout pursuant to court order shall be deemed abandoned. The landlord has no responsibility for the care, feeding, and maintenance of the pet, and may immediately turn the pet over to any local animal control authority.~~

~~12.10.~~ Complete Agreement: This is the complete agreement between the parties concerning pet(s).

~~13.11.~~ Modification of Agreement: This agreement may only be modified by an agreement in writing signed by both parties.

~~14.12.~~ Waiver: The acceptance of rent by the landlord from the tenant after a breach or purported breach of this agreement shall not be considered a waiver of any covenant herein.

~~15.13.~~ Indemnity and Hold Harmless: The tenant shall indemnify the landlord and hold the landlord harmless from any and all damages, inconveniences, and nuisance which may be caused by the pet, and will reimburse landlord for all expenses occasioned thereby.

~~16.14.~~ Liability insurance covering injuries or damages caused by Tenant's pet(s), with a minimum limit per incident as specified by Landlord, showing Landlord as an additional insured, shall be purchased by Tenant and kept in effect during the tenancy on Landlord's demand.

Tenant

Date

Tenant

Date

Landlord

Date

EXHIBIT B
RULES AND REGULATIONS

1. Landlord is not responsible for providing any security, and shall not be responsible for fire, theft of personal property, including jewelry, money, apparel or other items in the Premises, storage areas, carports, garages, common area or mailboxes.

2. No unnecessary noise is allowed at any time. All musical instruments, television sets, radios, stereos, etc. are to be played only at a volume that does not disturb neighbors and other residents.

3. All appliances including garbage disposal and dishwasher are to be operated only in accordance with factory recommendations, instructions delivered to you or posted instructions.

4. No alterations may be done without prior written consent from Landlord. Any drapes and carpets must be given good care and kept free of spots, burns and other damage. Notwithstanding the foregoing, if a Tenant paints a unit, upon move-out, the Tenant must re-paint the unit in its original color, or will be held financially liable for the cost of re-painting the unit.

5. Cost of repairs to or stoppage of, waste pipes or drains, water pipes, plumbing fixtures or overflow therefrom caused by negligent or improper usage, or the introduction of foreign articles or materials into the system, will be the responsibility of and must be paid for by the Tenant.

6. With respect to apartments ~~and condominiums~~, no rugs, towels, articles of clothing or other such items are to be draped over the rails of balconies, and no mops or rugs are to be shaken from same or through window openings.

7. The storage of gasoline or other combustibles is prohibited.

8. Residents are responsible for the conduct of their licensees, guests and contractors and the adherence to these rules at all times. Intoxication, disorderly conduct, objectionable language or other disturbance by residents or visitors are not permitted.

9. No trash or other material may be accumulated that will create a hazard or be in violation of any health, fire or safety ordinance or regulation. Premises must be kept clean and sanitary and free from objectionable odors.

10. Vehicles parked in violation of the Lease may be towed away at the Tenant's expense.

11. If the Premises consists of an apartment ~~or condominium~~ unit, no personal belongings, including bicycles, equipment or other items may be placed in halls, stairways or any common areas except in areas where expressly allowed by posted signage.

EXHIBIT "C"

EPA LEAD-BASED PAINT DISCLOSURE FORM

(Attached; to be completed by Landlord, and executed and dated by Tenant.)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

 - (ii) ___ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
 - (i) ___ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents **below**).

 - (ii) ___ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) ___ Lessee has received copies of all information listed above.
- (d) ___ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

- (e) ___ Agent has informed the lessor of the lessor's obligations under 42. U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant

Date

Tenant

Date

Landlord

Date

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (Lease) dated _____, 20__, is entered into the CITY OF VERNON, a California municipal corporation (Landlord) and _____ (collectively, "Tenant").

1. PROPERTY:

- A.** Landlord rents to Tenant and Tenant rents from Landlord, the property located at _____ (Premises).
- B.** The Premises are for use solely as a private residence by the Tenant and following named person(s) only: _____

(Authorized Occupants). Occupancy shall be limited to no more than two persons per bedroom, plus one additional person. Authorized Occupants are not Tenants under this Lease.

2. TERM: The term of this Lease shall begin on _____ (Commencement Date) and shall continue until _____, 20__ (Expiration Date). The term of the Lease may not be for a period longer than one (1) year.

- A.** At the end of any term, at Tenant's option, so long as Tenant is not in breach of any material obligation under this Lease, Tenant may renew the term of the Lease for a period not to exceed one year. If Tenant wishes to renew the Lease for a specified term, at least 30 days prior to the expiration of the current term, Tenant shall give Landlord written notice of Tenant's intent to renew the Lease, and the length of the renewal, not to exceed one (1) year.
- B.** If Tenant remains in occupancy after the Expiration Date, or any extension thereof, and Landlord accepts the monthly rent (other than past due rent), then the Lease shall continue as a month-to-month tenancy on the terms of this Lease terminable by either party upon at least 60 days' prior written notice. Tenant shall vacate the Premises upon expiration of this Lease and shall promptly remove all personal property.

3. RENT; RENT ADJUSTMENT: The capitalized term "Rent" shall mean all monetary obligations of Tenant to Landlord under this Lease, except the security deposit.

- A.** Tenant agrees to pay monthly Rent in the amount of \$_____ per month, subject to adjustment as described in Section 3.B. below, in advance on the 1st day of each calendar month, by personal check, money order, or cashier's check to City of Vernon at 4305 Santa Fe Avenue, Vernon, CA 90058 (or at any other location subsequently specified by Landlord in writing to Tenant). If any payment is returned for non-sufficient funds (NSF) or because tenant stops payment, Landlord may then by written notice to Tenant require Tenant to pay all future Rent by cashier's check.
- B.** It is Landlord's policy to charge Tenant "market" rent. As such, Landlord reserves the right to adjust the Rent to reflect Landlord's current assessment of "market"

Rent. Notwithstanding the foregoing, Landlord may not adjust the Rent more than once in any 12-month period of time.

4. SECURITY DEPOSIT:

- A.** Concurrently with Tenant's execution of this Lease, Tenant shall pay one month's Rent to Landlord as a security deposit.
- B.** All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes late charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; and (iii) clean the Premises, if necessary, upon expiration or earlier termination of the tenancy. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five (5) days written request to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (i) furnish Tenant with an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code Section 1950.5(g); and (ii) return any remaining portion of the security deposit to Tenant.
- C.** After giving or receiving notice of termination of a tenancy, or before the end of this Lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the Lease or rental. 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. 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. 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. This Section does not apply, however, when the tenancy is terminated pursuant to California Code of Civil Procedure Section 1161 (2), (3) or (4).
- D.** The security deposit will not be returned until all Tenants and occupants have vacated the Premises and all keys have been returned. Any security deposit returned by check shall be made jointly to all Tenants named in this Lease.

- E. No interest will be paid on the security deposit.
5. **INITIAL PAYMENTS; FIRST AND LAST MONTH'S RENT AND SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall pay the first partial month's Rent (if applicable), first full month's Rent, last month's Rent (equal to one full month of Rent) and the security deposit to Landlord by personal check, cashier's check, or money order.
6. **LATE CHARGE; RETURNED CHECKS:**
- A. Tenant acknowledges that either late payment of monthly 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. If any installment of Rent due from Tenant is not received by Landlord within **five (5) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of five percent (5%) of the Rent due as a late charge and \$25.00 as a non-sufficient funds (NSF) fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, all 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 monthly rent is due under Section 3A above or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.
7. **PARKING:** If the Premises consist of an apartment, Tenant shall have two assigned parking spaces, specifically the two spaces labeled with the corresponding address of the Premises, and Tenant shall park only in such assigned spaces. Parking areas are to be used for parking properly licensed, currently registered, and operable motor vehicles, but not for trailers, boats, campers, buses or trucks (other than pick-up trucks). Parking areas used by Tenant are to be kept clean, and vehicles leaking oil, gas or other motor vehicle fluids shall not be permitted. Mechanical work or storage of inoperable vehicles is not permitted.
- A. If the Premises is located on Furlong Place, Tenant shall be assigned parking space(s), and shall park only in such assigned space(s); Furlong Tenant must secure Guest Parking Passes for visitors. Tenant and their guests shall properly display parking permits at all times while parked on the premises.
8. **STORAGE:** If the Premises consist of an apartment, Tenant shall have the right to use the storage unit labeled with the corresponding address of the Premises. 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, or any flammable materials, explosives, hazardous materials or wastes or other inherently dangerous material, or any illegal substances.

9. **UTILITIES:** Tenant shall pay for all utilities. 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. Tenant shall pay any cost for conversion from existing utilities service provider.
10. **CONDITION OF PREMISES:** Tenant acknowledges that they have examined the Premises and that all appliances, landscaping, and fixtures, including smoke detector(s) and carbon monoxide detectors, and all other items provided by Landlord are in good, clean and operable condition.
11. **MAINTENANCE:**
 - A. Tenant shall properly use, operate and safeguard the Premises, including maintaining any landscaping and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and 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's Building Maintenance Department of any problem, malfunction or damage. 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 resulting from 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. Tenant shall maintain, repair as necessary and water the garden, landscaping, trees and shrubs.
 - C. 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 Tenant shall reimburse Landlord for Landlord's actual cost thereof, as additional Rent, within ten (10) days after written demand.
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 Section 54.2, Tenant may keep no more than two dog(s) and/or three cat(s) on the Premises as pets, subject to Landlord's separate Pet Agreement attached hereto as Exhibit A, which must be signed by Tenant and is incorporated herein by reference. Except as expressly so provided herein, no other animal or pet shall be kept on or about the Premises without Landlord's prior written consent.
14. **WATERBEDS:** If the Premises were constructed on or after January 1973, then Tenant may use a waterbed in the Premises provided: (i) Tenant obtains a replacement value \$100,000 waterbed insurance policy and delivers a copy to Landlord; (ii) the waterbed does not exceed the floor load for the Premises; (iii) the waterbed is held together by a pedestal or frame; (iv) the Tenant installs, maintains and moves the waterbed in accordance with the manufacturer's retailer's standards; (v) the Tenant gives Landlord at least 24 hours' prior written notice of Tenant's intention to install, move or remove (as applicable) the waterbed and arranges for a Landlord representative to be present when this occurs; (vi) the waterbed has a label certifying that it conforms to construction standards imposed by the State Bureau of Home Furnishings; and (vii) the waterbed was constructed after January 1, 1973.
15. **SMOKING:** If smoking occurs on the Premises, Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; and Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to take certain actions such as replacing carpet and drapes and painting entire premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit.
16. **RULES/REGULATIONS:**
 - A. Tenant shall comply with the Rules and Regulations attached hereto as Exhibit B.
 - B. Tenant agrees to comply with all other Landlord rules and regulations that are 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 (if any) 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.
17. **EQUIPMENT; ALTERATIONS; REPAIRS:** Unless otherwise required by law, 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.

Any equipment, fixtures, or improvements (including, without limitation, water treatment and water filtration equipment) installed by the Landlord (whether purchased by the Landlord or the Tenant) shall remain the property of the Landlord and shall remain on the Premises after the expiration or earlier termination of the Lease. Any equipment, fixtures, or improvements (including, without limitation, fencing) shall only be installed by the Tenant after written approval by the Landlord and shall become the property of the Landlord at the expiration or earlier termination of the Lease. The Landlord may require the Tenant to remove any such equipment, fixtures, or improvements (whether installed by the Landlord or the Tenant) and restore the Premises to their original condition at the Tenant's expense.

Any appliances installed or placed in the Premises by the Landlord shall remain the property of the Landlord and shall not be removed by the Tenant.

18. KEYS; LOCKS:

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

- _____ key(s) to the Premises
- _____ remote control device(s) for garage door/gate opener(s)
- for apartments, _____ key(s) to mailbox
- for apartments, _____ key(s) to common area(s)
- for apartments, _____ key(s) to storage unit(s)

B. If Tenant re-keys existing locks or opening devices (with or without Landlord's consent), 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. RIGHT OF ENTRY AND INSPECTION:

A. Landlord or Landlord's representative may enter and inspect the Premises during normal business hours and upon reasonable advance written notice of at least 24 hours to Tenant for the purpose of making necessary or agreed repairs, decorations,

alterations or improvements, supplying necessary or agreed services, exhibiting the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors, or conducting a required inspection. S In addition, Landlord has all rights to enter pursuant to California Civil Code Section 1954, including the right to enter, inspect and/or repair the Premises at any time in case of emergency or abandonment.

- B.** Landlord is permitted to make all alterations, repairs, and maintenance that in the Landlord's judgment is necessary to perform. If the work performed requires the cooperation of the Tenant to perform certain tasks, then Tenant shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except that 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. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. 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. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs.
- 20. SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
- 21. ASSIGNMENT AND SUBLETTING:** Tenant shall not sublet all or any part of Premises or assign or transfer this Lease or any interest in it. Any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall be grounds for Landlord to terminate this Lease. For purposes of this Lease, "assignment and subletting" shall be defined as set forth in the Procedures Regarding Impermissible Subletting or Assignment of Housing Units adopted by the Vernon Housing Commission (VHC) as of December 12, 2012 and as modified by the VHC from time to time.
- 22. JOINT AND SEVERAL OBLIGATIONS:** If there is more than one Tenant, each one shall be completely responsible for the performance of all obligations of Tenant under this Lease, jointly and severally with every other Tenant, whether or not in possession. Any such joint and several obligations do not extend to Authorized Occupants, who are not Tenants under this lease.
- 23. LEAD-BASED PAINT (If checked):** The Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached Exhibit C and a federally approved lead pamphlet.

24. **PERIODIC PEST CONTROL (If checked):** 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.
25. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to California Penal Code Section 290.46, 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. (Landlord is not required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
26. **MOLD AND MILDEW WARNING NOTICE:** Mold and mildew may be injurious to one's health; therefore, Tenant acknowledges that: (a) Tenant has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Tenant has found no signs of moisture, mold or mildew therein; (c) Tenant shall: (i) keep the Premises well-ventilated, clean and dry any signs of mold or mildew from all surfaces, (ii) promptly notify Landlord of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Landlord of any mold, as well as any malfunction of ventilation, air conditioning or heating systems. Tenant shall be liable for any costs, expenses, injuries, damages and claims that may result from any failure to perform the foregoing duties.
27. **TOXIC SUBSTANCE WARNING:** California law requires landlords to disclose to tenants the presence or potential presence of certain hazardous materials. Accordingly, Tenant is hereby advised that areas on this property contain or may contain one or more of some 700 + toxic substances and chemicals substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, barbeque or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm.
28. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon the expiration or earlier termination of this Lease, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any mailboxes, pools, gates, common areas and all garage door openers; (ii) vacate and surrender Premises to Landlord, empty of all personal property and persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises to Landlord in good and broom-clean condition; (v) remove all debris; and (vi) give written notice to Landlord of Tenant's forwarding address.
- B. All alterations/improvements made by or caused to be made by Tenant and/or Authorized Occupants, with or without Landlord's consent, shall become the property of Landlord upon the expiration or earlier termination of this Lease. At

Landlord's discretion, Landlord may, but is not obligated to, restore the Premises to the condition they were in prior to any alterations/improvements that were not approved in writing by Landlord. In such a case, Tenant shall reimburse Landlord, as additional Rent, within ten (10) days after written demand for costs of restoration.

- 29. 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. Unless Landlord expressly agrees in writing to pay relocation benefits, Tenant hereby waives any and all rights it may have to relocation benefits under California law.
- 30. DAMAGE:** 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 and Rent shall be abated as of the date Premises become totally or partially uninhabitable. If the Premises is an apartment unit, then Landlord may terminate this Lease upon written notice to Tenant if damage to the apartment or apartment complex occurs which will cost in excess of 20% of the replacement cost of the complex to repair. If this Lease 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.
- 31. INSURANCE:** Tenant's, Authorized Occupant's, or guest's personal property and vehicles are not insured by Landlord 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 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.
- 32. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. Landlord does not waive any rights by accepting rent or by failing to enforce any terms of this Lease. Landlord's acceptance of rent with knowledge that Tenant has violated the Lease shall not waive or affect Landlord's right to evict Tenant.
- 33. NOTICES:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: City of Vernon
4305 South Santa Fe Avenue
Vernon, CA 90058
Attn: City Clerk

Tenant: To the Premises

- 34. TEXT AND EMAIL NOTIFICATIONS:** Check: LANDLORD and TENANT agree that communication by text and email shall serve as legal notice **in the following circumstances only:** Repair requests, Landlord's Notice to Enter and reminders of repairs being made, emergency repairs, and or warnings of suspicious activity on the premises.

LANDLORD'S Text Number: _____

TENANT'S Text Number: _____

TENANT'S Text Number: _____

TENANT'S Text Number: _____

LANDLORD'S Email Address: _____

TENANT'S Email Address: _____

TENANT'S Email Address: _____

TENANT'S Email Address: _____

- 35. TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return, from time to time, a tenant estoppel certificate delivered to Tenant by Landlord, containing such information regarding this Lease and the Premises as Landlord may request, within five (5) business days. 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 Landlord and a lender or purchaser.

- 36. TENANT REPRESENTATIONS; CREDIT REPORTS:** Tenant warrants that all statements in Tenant's rental application are accurate, and Tenant hereby authorizes Landlord to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord may cancel this Lease: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that material 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.

37. MEDIATION:

- A.** Subject to Section 37.B. 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 between Landlord and Tenant. If, for any dispute or claim to which this Section 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 its attorneys' 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) any matter within the jurisdiction of a probate, small claims or bankruptcy court; (iii) an action for injunctive relief; and/or (iv) an action for attachment.
- 38. ATTORNEYS' FEES:** In any action or proceeding arising out of this Lease, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs, except as provided in Section 37.A. above.
- 39. ENTIRE CONTRACT; SEVERABILITY; AMENDMENTS:** All understandings between the parties are incorporated in this Lease. The 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 Lease 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.
- 40. TERMINATION OF EXISTING LEASE (If checked):** Upon the Commencement Date, the existing Lease between Landlord and Tenant dated _____ shall terminate.
- 41. LANDLORD IS ACTING IN ITS PROPRIETARY CAPACITY (NOT GOVERNMENTAL CAPACITY):** In entering into this Lease, Landlord is acting in its proprietary capacity as a party to a contract, and not in its governmental capacity; consequently, nothing in this Lease shall be construed to modify or waive Landlord's rights in its governmental capacity, all of which are hereby reserved.
- 42. INDEMNITY:** Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, Leases, damages, costs and expenses arising from, or relating to, any act or omission by Tenant or any Authorized Occupant, or guest, licensee, contractor, sublessee or assignee of Tenant, in, on or about the Premises.
- 43. TIME OF ESSENCE:** Time is of the essence of each and every provision of this Lease in which time is a factor.
- 44. EXECUTION IN COUNTERPARTS:** Counterpart originals of this Lease may be executed, each of which, and all of which together, shall constitute one and the same agreement.
- 45. POSSESSORY INTEREST TAX:** Landlord hereby informs Tenant that a form of property tax called a "possessory interest tax" may apply to Tenant's interest under this Lease. In the event the Tenant receives a "possessory interest tax" bill or statement from the County of Los Angeles, Tenant shall provide the Landlord with the possessory interest

tax bill or statement and the Landlord shall promptly pay the bill directly to the levying local agency. All bills or statements must be delivered to the Landlord at City Hall at the address listed in Section 33, above (Notices), and marked to the attention of the Director of Public Works. Failure to submit the “possessory interest tax” bill or statement within fourteen calendar (14) dates from receipt, but not later than five (5) days of the date the tax is due, may result in the Tenant being responsible to pay the “possessory interest tax” assessed, including any additional fees or penalties for late payment.

46. In the event the Tenant receives a “possessory interest tax” bill or statement from the County of Los Angeles, Tenant shall provide the Landlord with the possessory interest tax bill or statement and the Landlord shall promptly pay the bill directly to the levying local agency. All bills or statements must be delivered to the Landlord at City Hall at the address listed in Section 33, above (Notices), and marked to the attention of the Director of Public Works. Failure to submit the “possessory interest tax” bill or statement within fourteen calendar (14) dates from receipt, but not later than five (5) days of the date the tax is due, may result in the Tenant being responsible to pay the “possessory interest tax” assessed, including any additional fees or penalties for late payment.
47. **WAIVER OF RELIEF FROM FORFEITURE:** To the extent not prohibited by law, Tenant hereby waives and agrees not to assert any rights or benefits under California Code of Civil Procedure Section 1179 permitting a court to relieve a tenant from forfeiture of a Lease and restore him to or her to tenancy in the case of “hardship”.
48. **COMMISSION AUTHORITY TO AMEND:** The VHC shall have the authority (but not any obligation) to amend this Lease on behalf of the City; provided the amendment is express, in writing and executed by the VHC Director and the Tenant.
49. **Compliance With Laws:** Neither Tenant, nor Tenant’s guests or invitees, shall violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other tenant, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Landlord’s insurance premiums.
50. **Non-Curable Breach of Agreement:** The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (i) Police raid upon the Premises resulting in the arrest and conviction of Tenant for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (ii) Misrepresentation or material omission on Tenant’s Rental Application vitiating the tenancy; (iii) violation of Section 22 of this Lease.
51. **Priority Right to Purchase Housing Units for Tenants Who First Leased a Housing Unit on or before July 7, 2011:** If Tenant first Leased and occupied the Premises on or before July 7, 2011, regardless of the effective date of this Lease, and if the Premises is offered for sale, Tenant shall have a priority right to purchase the Premises, subject,

however, to the California Attorney General approving of this grant of a priority right. If the California Attorney General does not approve of the granting of this priority right, no such priority right shall exist.

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the date first written above.

LANDLORD: CITY OF VERNON, a California Municipal Corporation

CARLOS R. FANDINO, JR., City Administrator and VHC Director

ATTEST:

LISA POPE, City Clerk

APPROVED AS TO FORM:

ZAYNAH MOUSSA, Interim City Attorney

TENANT:

Printed Name

Signature

Printed Name

Signature

EXHIBIT A
PET AGREEMENT

TENANT: _____

PREMISES: _____

DOG(S): _____ CAT(S): _____

Breed(s): _____ Breed(s): _____

Name(s): _____ Name(s): _____

Tenant, in consideration of this agreement, which is incorporated into the rental agreement, shall abide by the following terms, each of which is material:

1. Pet(s) allowed: The only pet(s) which the tenant shall keep on the premises are described above.
2. Repair and/or Replacement: Tenant shall either, at the sole election of the landlord, repair in a workmanlike manner or reimburse the landlord for the costs of said repair, upon a demand contained in a three day notice to perform or quit, any damages to the premises or its furnishings and improvements, caused by the pet(s).
3. Dogs: Dogs must be neutered. Dogs must be leashed, at all times, outside the premises. Dogs shall not be allowed to defecate on or about the premises. Any such defecation must be immediately removed and either wrapped or bagged. Unwrapped defecation shall not be placed in any trash container. Dogs must not bark or howl or in any way become a nuisance or threat to the other tenants of the premises. Dogs shall be kept free of fleas and tenant is responsible for the costs of any and all flea infestation treatment which may be required, at the sole discretion of the landlord. Tenant represents that their dog(s) is/are housebroken.
4. Cats: Cats must be neutered. Cats must be kept inside the premises at all times unless the premises is a single family dwelling. A litter box must be maintained inside the premises and it must be kept clean. Litter must be bagged before being placed into trash.
5. Feeding: No pet may be fed outside the dwelling unit except if the unit is a single family dwelling, or fed over any uncovered carpeting.
6. Unattended Pet: No pet shall be left unattended for more than twenty-four hours. When tenant is on vacation or away from the premises for more than twenty-four hours, the pet must be taken to a pet care facility. Strangers to the tenancy shall not be allowed to enter the premises to care for the pet.

7. **Abandonment of Pet:** Any pet left at the premises following either voluntary vacation by the tenant or lockout pursuant to court order shall be deemed abandoned. The landlord has no responsibility for the care, feeding, and maintenance of the pet, and may immediately turn the pet over to any local animal control authority.
8. **Laws and ordinances:** Tenant shall obey all pertinent laws and ordinances.
9. **Breach of Covenant:** The breach of any covenant of this agreement, following the service of a three day notice to perform or quit on the tenant, shall be deemed a material breach of the rental agreement and will entitle the landlord to restitution of the premises, and such other damages as may be recoverable pursuant to the terms of the rental agreement.
10. **Complete Agreement:** This is the complete agreement between the parties concerning pet(s).
11. **Modification of Agreement:** This agreement may only be modified by an agreement in writing signed by both parties.
12. **Waiver:** The acceptance of rent by the landlord from the tenant after a breach or purported breach of this agreement shall not be considered a waiver of any covenant herein.
13. **Indemnity and Hold Harmless:** The tenant shall indemnify the landlord and hold the landlord harmless from any and all damages, inconveniences, and nuisance which may be caused by the pet, and will reimburse landlord for all expenses occasioned thereby.
14. **Liability insurance covering injuries or damages caused by Tenant's pet(s),** with a minimum limit per incident as specified by Landlord, showing Landlord as an additional insured, shall be purchased by Tenant and kept in effect during the tenancy on Landlord's demand.

Tenant

Date

Tenant

Date

Landlord

Date

EXHIBIT B
RULES AND REGULATIONS

1. Landlord is not responsible for providing any security, and shall not be responsible for fire, theft of personal property, including jewelry, money, apparel or other items in the Premises, storage areas, carports, garages, common area or mailboxes.
2. No unnecessary noise is allowed at any time. All musical instruments, television sets, radios, stereos, etc. are to be played only at a volume that does not disturb neighbors and other residents.
3. All appliances including garbage disposal and dishwasher are to be operated only in accordance with factory recommendations, instructions delivered to you or posted instructions.
4. No alterations may be done without prior written consent from Landlord. Any drapes and carpets must be given good care and kept free of spots, burns and other damage. Notwithstanding the foregoing, if a Tenant paints a unit, upon move-out, the Tenant must re-paint the unit in its original color, or will be held financially liable for the cost of re-painting the unit.
5. Cost of repairs to or stoppage of, waste pipes or drains, water pipes, plumbing fixtures or overflow therefrom caused by negligent or improper usage, or the introduction of foreign articles or materials into the system, will be the responsibility of and must be paid for by the Tenant.
6. With respect to apartments, no rugs, towels, articles of clothing or other such items are to be draped over the rails of balconies, and no mops or rugs are to be shaken from same or through window openings.
7. The storage of gasoline or other combustibles is prohibited.
8. Residents are responsible for the conduct of their licensees, guests and contractors and the adherence to these rules at all times. Intoxication, disorderly conduct, objectionable language or other disturbance by residents or visitors are not permitted.
9. No trash or other material may be accumulated that will create a hazard or be in violation of any health, fire or safety ordinance or regulation. Premises must be kept clean and sanitary and free from objectionable odors.
10. Vehicles parked in violation of the Lease may be towed away at the Tenant's expense.
11. If the Premises consists of an apartment unit, no personal belongings, including bicycles, equipment or other items may be placed in halls, stairways or any common areas except in areas where expressly allowed by posted signage.

EXHIBIT C

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based and/or lead-based paint hazards (check (i) or (ii) below):
- (i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____
- (ii) ___ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) ___ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents). _____
- (ii) ___ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) ___ Lessee has received copies of all information listed above.
- (d) ___ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

- (e) ___ Agent has informed the lessor of the lessor's obligations under 42. U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant

Date

Tenant

Date

Landlord

Date