

RENTAL AGREEMENT

This Agreement, made this 16th day of January, 1981, by and between the City of Oakland as owner, herein referred to as "City," and

DIANE BLACKMAN

herein referred to as "Tenant,"

CENTRAL FILE
0 200

WITNESSETH:

In accordance with the provisions of City Manager's Directive dated March 18, 1969, of the City of Oakland, California, on file in the office of the City Clerk, entitled STANDARD TERMS AND CONDITIONS OF AGREEMENTS FOR THE TEMPORARY OCCUPANCY AND USE OF CITY-OWNED REAL PROPERTY, PENDING ACTUAL USE BY THE CITY FOR MUNICIPAL PURPOSES, wherein standard conditions for Rental Agreements are set forth in detail, the City rents to Tenant the use of real and personal property described as follows:

9777 Golf Links Road, Oakland
SUBJECT to attached Addendum "A".

This Rental Agreement is entered into in consideration of the mutual undertakings of the parties, of the mutual benefits derived by the parties, and for a rental of \$ 50.00 monthly, on a month-to-month basis, commencing on the 1st day of February, 1981, for use as a Caretaker's Residence.

the said rental to be paid by Tenant on the 1st day of each month, in advance to Treasury Operations Dept., 9th Floor, City Hall, 1421 Washington Street, Oakland, California 94612

Tenant agrees to pay the prescribed rental and to abide by all of the terms of the Agreement, including those set forth in said City Manager's Directive dated March 18, 1969, the standard conditions recited therein being incorporated as a part hereof as if fully rewritten herein, and acknowledges receipt of a copy of said City Manager's Directive dated March 18, 1969.

Tenant has paid \$ -0- as a security deposit which is to be returned at the end of the tenancy providing the property is left in good condition, reasonable wear and tear excepted, and the key returned to the City. Tenant in any event, will be responsible for all damages to the property, in accordance with City Manager's Directive dated March 18, 1969. It is agreed by and between the parties hereto that this tenancy is of a temporary nature, and that no Relocation Payment or Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

Tenant understands that this property may be subject to a possessory interest tax assessed by the County, and agrees to pay any such tax.

WITNESS the signatures of the parties hereto the day and year first above written.

CITY OF OAKLAND

JAMES E. McCARTY
Director of Public Works

Owner

Diane Blackman
Tenant

R.E.D. File # 108.3

Cost Center: 11155

No. 6-4

(Rev. 3/20/72)

Tenant

ADDENDUM "A"

Duties of Resident Caretaker

KNOWLAND PARK

1. Security of Perimeter Gates (entrance, exits)
Lock at night.
2. Alertness on the part of the person to any unusual park related activities (including the zoo).
3. Notification of unusual activity to:
 - a. Ranger Unit.
 - b. Police.
 - c. As appropriate (300 Society Staff - Security).
 - d. Fire Department.

It is expected that the primary concern of the resident lessee is to be alert to the security duties during the time that the park is closed at night.

STANDARD TERMS AND CONDITIONS OF AGREEMENTS FOR THE TEMPORARY OCCUPANCY AND USE OF CITY-OWNED REAL PROPERTY, PENDING ACTUAL USE BY THE CITY FOR MUNICIPAL PURPOSES.

The following Standard Terms and Conditions for use with Rental Agreements are adopted as of March 18, 1969 pursuant to Ordinance 7952 C.M.S.:

GENERAL CONDITIONS

It is fully understood and agreed that this Rental Agreement is temporary and is not assignable, nor transferrable, and said premises cannot be sub-let or transferred in any manner, without first obtaining the written consent of the Director of Public Works, or the agent signatory hereto.

Tenant agrees to maintain the premises in a clean and tenantable condition, to keep the yards free of weeds and debris, and to arrange for garbage disposal through the City's authorized garbage collector. Tenant agrees not to commit or permit to be committed, nuisances of any kind on the premises, and to comply with all rules and regulations and management policies which are now or may hereafter be established for the premises by the City.

Tenant agrees to permit City, through its agents or representatives, to enter upon the premises at all reasonable hours to inspect, make repairs, or to show said premises, and to remove placards, signs, fixtures, alterations placed on the premises without the permission of the City.

Rent is due and payable in advance on the first of each month. If the rent is not paid on time, Tenant acknowledges that the City necessarily incurs collection and administrative expenses and losses which are not possible to calculate at this time. Accordingly, the City and Tenant agree that if payment is not received by the City by 5:00 p.m. on the fifteenth (15th) day of the month, there will be a late charge of Five Dollars (\$5.00) per day. The late charge shall not exceed Fifty Dollars (\$50.00) per month and is due and payable at the time rent is paid. If the late charge is not paid in a timely fashion, the amount owing will be added to the succeeding month's rent.

Rentals mentioned herein are payable monthly in advance, and failure to pay the same, or any other charges incidental to the tenancy by the Tenant, upon the due date thereof shall constitute a breach of this Rental Agreement. Breach of any covenant, term or condition of this Rental Agreement by Tenant shall, at the option of the City, terminate all rights of the Tenant hereunder.

UTILITIES

Tenant shall be liable for and shall pay all charges for utility services furnished the premises during the term of the agreement; and, whenever practicable, shall arrange for such services directly with the furnishing utility agency.

CONDITION OF THE PREMISES

The taking of possession of said premises by Tenant shall, in itself, constitute acknowledgment by Tenant that said premises have been properly constructed and are in good and tenantable condition.

MAKING OF REPAIRS, ALTERATIONS, AND ADDITIONS

The City shall not be obligated to make any repairs or alterations to said premises during the term hereof. Tenant covenants and agrees, at his own cost and expense, during the term hereof, to keep and maintain said premises, including all structures, foundations, windows, plumbing and other improvements thereon, or hereafter placed thereon, in good order and repair and in tenantable condition, and also, during the term hereof, damage by fire, earthquake and the elements excepted, to make all repairs and replacements and general maintenance, or whatsoever kind or nature to said premises and improvements. Tenant hereby expressly waives the right to make repairs at expense of the City, and waives benefit of the provisions of Section 1941 and 1942 of the Civil Code of California relating thereto, and agrees to pay for all labor done or materials furnished in repair, replacement or improvement of the said premises by the Tenant, and to keep said premises and building and Tenant's possessory interest therein free and clear of any lien or encumbrance or any kind whatsoever created by the Tenant's act or omissions. No additions, alterations or repairs involving structural changes shall be made to said premises without prior written consent of the City.

LIABILITY FOR DAMAGES

This agreement is made upon the express condition that the City shall be free from all liabilities and claims for damages or suits, or both for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Tenant, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by an occupancy, or use of said premises or any activity carried on by Tenant in connection therewith, and Tenant hereby covenants and agrees to indemnify and to save harmless the City from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injury or injuries, liabilities, claims, suits or losses however occurring or damages growing out of same.

RIGHT OF TERMINATION

Either party hereto shall have the right to terminate this agreement without stated cause therefor and without liability therefor at any time upon giving notice, in writing thirty (30) days prior to such termination. Such notice if given to the City, shall be directed to the Director of Public Works and shall contain the new address of Tenant. Such notice, if given by the City, shall be directed to the Tenant at the premises to which this agreement appertains.

CITY'S FAILURE TO TERMINATE

The failure of omission of the City to terminate this Rental Agreement for any violation of any of its terms, conditions or covenants, shall in no wise be deemed to be a consent by City to such violation and shall in no wise bar, estop or prevent City from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term, condition or covenant. The acceptance of payments hereunder shall not be, or be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

PRIOR AGREEMENTS

In the event there is any prior existing Agreement between Tenant and City (or its predecessor in interest) covering said premises it is agreed and understood that this Agreement shall cancel and terminate said prior Agreement as of the effective date of this Rental Agreement.

SURRENDER AND HOLDING OVER

Tenant covenants that at the termination of this Agreement, he will quit and surrender said premises in good state and condition, reasonable wear and tear and damage by the elements excepted.

RENTAL AGREEMENTS, TERMS

Any such Rental Agreement may be in short form, incorporating the aforesaid standard provisions by reference to this directive.

Yvonne Esquivel
TO *Go Parks & Rec. (15)* DATE *12-17-81*
FROM *Real Estate Div.* SUBJECT *Rental Agreement*
with Diane Blackman, tenant
at 9777 Golf Link Road Culver.
REC File # 108. 3-11155

Attached are the copies of the
original rental agreement and
Statement of General Conditions

SIGNED _____

PLEASE REPLY HERE

TO _____ DATE _____

that was made part of the
agreement. It also does it
say that the City is to pay for
utilities but it does say that
the tenant is to pay for them.
If you have any further question on
this, please call Mr. Pope at 3541

SIGNED *Dave Simmons*

INSTRUCTIONS - FILL IN TOP PORTION, REMOVE DUPLICATE (YELLOW) AND FORWARD REMAINING PARTS WITH CARBONS. TO REPLY, FILL IN LOWER PORTION AND SNAP OUT CARBONS. RETAIN TRIPLICATE (PINK) AND RETURN ORIGINAL.

ORIGINAL

FORM M103

J. Edgarly
TO Packer & Rex DATE 12-18-87
FROM Real Estate Div SUBJECT 9777 G.L.R.
Diane Blackman, tenant. RED FILE
108.3-11155

Attached is a copy of the letter
sent to our division by Mr.
William Patterson stating that
General Services would pay for

SIGNED _____

PLEASE REPLY HERE

TO _____ DATE _____
utilities for the residence located
at 9777 Holl Lick Road. (see
subparagraph 2.) This should
make everything clear now.
If you have any question, please
call Triny Lopez at 3541

SIGNED _____

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ORIGINAL

FORM M103

Visitor

Services Department

William D. Patterson

December 29, 1980

Office of General Services

Knowland Park Security Resident

Pursuant to our telecon on Friday, December 26th, I have discussed the specific problem and the general problem of renting residences on City park property with Dave Simmons of the Real Estate Department. There has been some confusion regarding responsibilities for handling. After receiving your letter of December 19th, follow-up was required to see if any action was being taken. I am forwarding past letters discussing this subject to the Real Estate Department and expect that you will work out your requirements for a tenant with them.

General Services involvement with respect to residences on City property, such as in parks, is usually as follows:

1. General Services maintains the structural and exterior portions of the facility unless otherwise specified in the agreement. The occupant makes normal repairs as necessitated by the occupancy.
2. The utilities are normally on a separate meter to the residence but, in the case of the Knowland Park house, they are apparently a part of the Knowland Park operation. In this case, utilities would be paid by General Services. The renter should pay some reasonable reimbursement to cover this expense.

Normally, if there is a collection involved, the Office of Public Works would take care of billing for the rent and related collection problems. General Services would evaluate the building for occupancy.

In such a case, General Services would reflect the costs of the operation in the city facilities charge to your department. The residence in Knowland Park would therefore continue to be a part of the on-going cost of maintaining Knowland Park.

I hope this clarifies our mutual methods for handling these cases and will expedite processing to meet your needs.

N. PAUL TUTINO

Assistant to the Director

NPT:sja

cc: D. Simmons, J. Ashley, F. Ridley

*Rec'd 12/30/80
DBP*

Visitor
Services Department

William B. Patterson

December 29, 1980

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N. PAUL TUTINO
Assistant to the Director
NPT:sja
cc: G. Simmons, J. Ashley, F. Ridley

Rec'd 12/30/80
[Signature]