

RENTAL AGREEMENT

This Agreement, made this 12th day of November, 19 75, by and between the City of Oakland as owner, herein referred to as "City", and Mr. Louis Tavares

herein referred to as "Tenant"

*Handwritten notes:*  
O. J. ...  
There is Tenant  
see next  
to page

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:

Knowland Park, 9777 Golf Links Road

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 \$ as below monthly, on a month-to-month basis, commencing on the 12th day of November, 19 75 for use as a residence

the said rental to be paid by Tenant on the --- day of each month, in advance to Permits & Collections, 8th 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 \$ waived 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.

Tenant agrees for the full consideration to perform certain duties in lieu of rent for the subject residence as follows: Maintain security for City equipment and vehicles for the Knowland Park and City East Oakland Mobile Crews. Assign work details to court assignees and other personnel on weekends and holidays. Properly maintain the subject residence. Open the grounds gates each morning at 6:45 A.M. or as directed. Respond to any emergencies and contacting proper departments or personnel as necessary.

WITNESS the signature of the party hereto the day and year first above written.

CITY OF OAKLAND

James E. McCarty  
JAMES E. McCARTY

Director of Public Works

Owner

Louis J. Tavares

Tenant

R.E.D. File # 108.3

Cost Center: 11769

*Handwritten initials:* J.E.

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 fo 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 singatory 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.

Rentals mentioned herein are payable monthly in advance, and failure to pay the same, or any other charges incidental to the tenancy by the Tenat, 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, of 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 of 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 or 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.

TO \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_

WHILE YOU WERE OUT

Mr. \_\_\_\_\_

of \_\_\_\_\_

Phone \_\_\_\_\_

<i>Telephoned</i>	<i>Please call</i>
<i>Called to see you</i>	<i>Will call again</i>
<i>Wants to see you</i>	<i>Returned your call</i>

MESSAGE: \_\_\_\_\_

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Operator \_\_\_\_\_