



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
August 7, 2012

SUBJECT: Request Approval for Caretaker, Camp Host and Employee Caretaker Occupancy Agreements – District ALL

RECOMMENDED MOTION: That the Board approves and:

1. Authorizes use of the attached Occupancy Agreements for District Owned Housing and Camp Host Sites; and
2. Authorizes the General Manager, or designee, to sign the Occupancy Agreements and required Amendments, including appropriate ministerial and administrative changes, and to perform all duties necessary to administer the Occupancy Agreements.

BACKGROUND: The Regional Park and Open-Space District (District) is requesting approval of the attached Occupancy Agreements as the documents to use upon annual renewal for all existing and new caretakers and camp host. (continued on page 2)

2013-008 D EC


Scott Barile, General Manager

FINANCIAL DATA
N/A

Current F.Y. Total Cost:	\$ 0
Current F.Y. Net County Cost:	\$ 0
Annual Net County Cost:	\$ 0

In Current Year Budget:
Budget Adjustment:
For Fiscal Year:

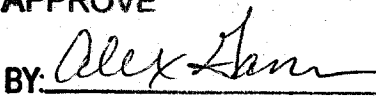
SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

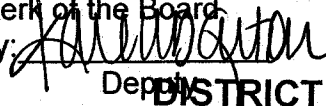
County Executive Office Signature

BY: 
Alex Gann

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT

On motion of Commissioner Tavaglione, seconded by Commissioner Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley
 Nays: None
 Absent: Stone
 Date: August 28, 2012
 xc: Parks

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 District

Prev. Agn. Ref.:

District: ALL

Agenda Number:

13.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: Departmental Concurrence

Consent Policy
 Consent Policy

Dep't Recomm.:
Per Exec. Ofc.:

SUBJECT: Request Approval for Caretaker, Camp Host and Employee Caretaker
Occupancy Agreements – District ALL

BACKGROUND: The District desires to use the attached Occupancy Agreements upon Board approval for residential use of District Owned Housing and Camp Host sites. The Delegation of authority to the General Manager would facilitate the processing of such documents and reduce costs associated therewith. The initial term of each Occupancy Agreement would be for a period of twelve (12) months. The Occupancy Agreements will be renewed each year unless terminated earlier pursuant to the terms of the agreement.

Approved as to form by County Counsel.

AGREEMENT FOR CARETAKER OCCUPANCY OF DISTRICT OWNED HOUSING

THIS AGREEMENT FOR CARETAKER OCCUPANCY OF DISTRICT RESIDENCE is made and entered into this _____ Day of _____, 20____, between Riverside County Regional Park and Open-Space District, hereinafter referred to as the "DISTRICT", and _____, hereinafter referred to as "CARETAKER".

DISTRICT and CARETAKER AGREE AS FOLLOWS:

1. **PROPERTY LOCATION:** The DISTRICT hereby rents to CARETAKER the premises located at _____ in the County of Riverside, State of California.
2. **TERM:** The term of this agreement is twelve (12) months commencing on _____ and terminating on _____. Either party may terminate the Agreement as follows: upon thirty (30) days written notice to the other party; CARETAKER fails to comply with any terms or conditions of this Agreement; or DISTRICT otherwise determines that it is no longer appropriate for CARETAKER to occupy the premises. In addition, the DISTRICT General Manager shall have authority to terminate this Agreement upon five (5) days written notice because of compelling circumstances.
3. **RENT:** CARETAKER shall pay rent in the amount of \$_____ per month to the DISTRICT during the term of this agreement. The amount of rent can be changed upon ninety (90) day notice to the CARETAKER.

Rent is due and payable in advance on the first (1st) day of each and every month. Rent received on or after the tenth (10th) day of the month shall be considered late and CARETAKER shall be assessed a late payment fee in the amount of \$_____. Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment fee plus the current established returned check fee as stated in the DISTRICT'S Annual Fees.
4. **NO COMPENSATION:** CARETAKER understands and agrees that such volunteer work is done without compensation; they are not an employee of the DISTRICT or RIVERSIDE COUNTY and are not entitled to any employment or other benefits as a result of volunteer services.

5. **PAYMENTS:** All payments to the DISTRICT required under this Agreement, shall be made payable to Riverside County Regional Park and Open-Space District and mailed to:

Riverside County Regional Park and Open-Space District

ATTENTION: Parks Finance Department

4600 Crestmore Road

Jurupa Valley, CA 92509

6. **SECURITY DEPOSIT:** CARETAKER shall pay a security deposit in the amount of \$_____ which will be refunded upon the termination of this Agreement if the premises is left to the DISTRICT in good living condition and CARETAKER is not in default of any monetary fees.
7. **HOLDOVER:** In the event agreement renewal is not obtained timely, CARETAKER must obtain written consent from the DISTRICT to hold possession of the premises on a month to month basis after the expiration of the term of this Agreement, or any extension thereof. Rent for said holdover tenancy shall be at the amount paid for the last month of the term covered by this Agreement. All other terms and conditions of this Agreement shall remain unchanged.
8. **ACCEPTANCE OF PREMISES:** By signing this Agreement, CARETAKER represents that he/she has thoroughly inspected premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. Neither DISTRICT nor Riverside County (COUNTY) shall be liable to CARETAKER for any personal injury or property damage suffered by CARETAKER which may result from hidden, latent or other dangerous conditions not caused by the negligence of the DISTRICT or COUNTY, their officers, agents or employees.
9. **WAIVER OF CLAIMS:** CARETAKER agrees to waive all claims and recourse against the DISTRICT and COUNTY, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incident to CARETAKER'S activities with the DISTRICT, except claims arising from the concurrent or sole negligence of the DISTRICT or COUNTY, their officers, agents and employees.

VOLUNTEER(S) understand(s) and agree(s) that VOLUNTEER(S) is/are not covered by nor entitled to any Worker's Compensation coverage, claim and/or benefits for any injury, damage or accident that may arise out of volunteer service. VOLUNTEER(S) further understand(s) and agree(s) that a VOLUNTEER will assume all costs and expenses that VOLUNTEER(S) incur(s) as a result of medical treatment and care for any injuries or damages VOLUNTEER(S) may suffer during volunteer services.

10. **OCCUPANCY:** No persons other than CARETAKER and CARETAKER'S immediate family listed on this agreement shall occupy the premises without prior written consent from the DISTRICT. No more than ____ people, said persons listed on the agreement, shall occupy the site on a full-time basis. CARETAKER shall notify in writing the Park Area Manager prior to absence from premises for over twenty-four (24) hours and shall receive prior approval from the Park Area Manager for absences of two (2) or more consecutive days.
11. **ASSIGNMENT AND SUBLETTING:** CARETAKER shall not assign this Agreement or any interest therein, and shall not sublet the premises, or any part thereof.
12. **COMPLIANCE WITH LAW:** CARETAKER shall not use or permit the use of the premises for an illegal or immoral purpose and shall comply with all federal, state, and local laws and ordinances concerning said property and use thereof.
13. **SIGNS AND ADVERTISING:** CARETAKER shall not erect or display, or permit to be erected or displayed on the premises, any flags, signs or advertising matter of any kind without first obtaining the written consent of the DISTRICT.
14. **UTILITIES:** CARETAKER shall provide and pay for their own utilities and services necessary for the occupancy and use of the premises, including gas, electricity, and private telephone. Where the premises are not equipped with separate metering facilities CARETAKER shall pay to the DISTRICT, on first (1st) day of each month, an amount determined by the average monthly zoning utility cost of electricity based on a formula that is calculated on the square footage of the residence. Utility payments received after the tenth (10th) day of the month shall be considered late and the CARETAKER shall be assessed a late payment fee of ten percent (10%) of the monthly bill.
15. **VEHICLES:** CARETAKER shall not be permitted to drive either a private vehicle or DISTRICT vehicle on DISTRICT business until CARETAKER has presented CARETAKER'S current operator's license and liability insurance policy with minimum limits in amounts required by the DISTRICT for bodily injury or death and property damage, and has obtained the express authorization of the DISTRICT General Manager. Private vehicles kept at residence must have current registration displayed at all times. CARETAKER will notify DISTRICT immediately when operator's license and/or vehicle insurance are not current.
16. **PETS:** No pets or livestock of any kind may be kept on the premises without prior written consent of the DISTRICT. Pet approval will be limited to ____ pet(s). All pets must be domesticated. Exotic and potentially dangerous pets are not allowed under any conditions (this

includes, but is not limited to: pit bulls, doberman pincers, rottweilers, chows, potbelly pigs, snakes, and other reptiles). Size and breed must be approved by DISTRICT Management.

Pets must be licensed and vaccinated and otherwise cared for and maintained as required by law. CARETAKER agrees to provide the DISTRICT with evidence of licensing and vaccination annually for the DISTRICT file.

17. **PET SECURITY DEPOSIT:** A \$_____ pet deposit is required at time of approval.
18. **TAXES AND ASSESSMENTS:** A taxable possessory interest may be created by this Agreement and CARETAKER will be subject to the payment of property taxes levied on such interest. CARETAKER shall pay before delinquent any and all taxes and assessments levied against CARETAKER by reason of CARETAKER'S use and occupancy of the premises.
19. **INDEMNIFICATION:** CARETAKER shall indemnify, hold harmless, and defend DISTRICT and the COUNTY, their officers, agents and employees from and against any and all claims, demands, damages, costs, expenses or liability costs arising out of CARETAKER'S activities with the DISTRICT, except for liability arising out of the or sole negligence of the DISTRICT or COUNTY, their officers, agents or employees.
20. **INSURANCE:** DISTRICT insurance covers fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or DISTRICT'S negligence. DISTRICT'S insurance does not cover CARETAKER'S possessions or CARETAKER'S negligence. CARETAKER is required to obtain renter's insurance policy to cover damage to or loss of their own possessions, as well as losses resulting from their negligence, and provide proof of renters insurance to the DISTRICT.
21. **RIGHT OF INSPECTION:** DISTRICT reserves the right for its agents or employees to enter upon and inspect the premises, including the interior of the residence, at any reasonable time after reasonable notice to ascertain if the CARETAKER is complying with the provisions of this Agreement, to determine the condition of the premises or to make repairs or perform maintenance.
22. **REPAIRS AND MAINTENANCE BY DISTRICT:** DISTRICT shall maintain the basic structure of the premises, including but not limited to its foundation, bearing and exterior walls (including glass, doors, and subflooring), roof, faulty electrical wiring (excluding replacement of sockets or minor deficiencies), major plumbing and heating. However, DISTRICT shall have no responsibility for maintenance or repair which may be required by reason of neglect or misconduct of the CARETAKER. CARETAKER shall immediately notify DISTRICT by telephone, facsimile, e-mail, or by mail, of any major maintenance issues or water damage. No repairs or maintenance of any

nature will be performed by DISTRICT unless deemed by DISTRICT to be necessary and in its best interest.

23. **REPAIRS AND MAINTENANCE BY CARETAKER:** CARETAKER shall maintain and repair premises as needed. CARETAKER shall keep and maintain the premises in good, safe, clean, and sanitary condition, free and clear of rubbish and litter, properly cultivate, care for, and adequately water the lawn, shrubbery, trees and other ground cover, all to the satisfaction of the DISTRICT, and in compliance with all applicable rules, regulations, ordinances, and laws. CARETAKER shall repair all damages to the premises caused by CARETAKER or CARETAKER'S guests, licensees or invitees; or CARETAKER shall promptly reimburse DISTRICT, if DISTRICT makes the repairs. CARETAKER is to ensure that all maintenance and repairs to the premises are done on CARETAKER'S own time.

24. **ALTERATIONS AND IMPROVEMENTS:** At CARETAKER'S sole expense, any alterations or improvements made in or to the premises by the CARETAKER shall be subsequent to prior written consent of the DISTRICT General Manager. CARETAKER shall obtain all necessary permits if required for improvements/alterations. Unless otherwise provided by written agreement between the parties hereto, said alterations and improvements shall be the property of the DISTRICT and shall remain upon and be surrendered with the premises.

25. **NOTICES:** All notices required under this Agreement, including change of address, shall be in writing and all notices shall be made as follows:

A. All notices to CARETAKER shall be given or mailed to:

B. All notices to DISTRICT shall be given or mailed to:

Riverside County Regional Park and Open-Space District

ATTENTION: Contracts Unit

4600 Crestmore Road

Jurupa Valley, CA 92509

26. **RESPONSIBILITIES/DUTIES:** The following are a list including but not limited to, responsibilities as assigned by Park Area Manager or designee.

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

LIST APPROVED NAMES FROM APPLICATION OF FAMILY MEMBERS THAT WILL BE OCCUPYING THE COUNTY OWNED HOUSING:

Print or Type Name

Relationship to Caretaker

Print or Type Name

Relationship to Caretaker

Print or Type Name

Relationship to Caretaker

Print or Type Name

Relationship to Caretaker

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES HERETO, AND NO TERM OR PROVISION HEREOF MAY BE CHANGED, WAIVED, DISCHARGED, OR TERMINATED UNLESS STATED IN WRITING AND EXECUTED BY BOTH PARTIES HERETO.

Date: _____

Date: _____

Name: _____
Print or Type

Name: _____
Print or Type

By: _____
Caretaker Signature

by: _____
General Manager Signature

CARETAKER INFORMATION:

Telephone : _____ (Home)

Telephone : _____ (Cell)

Mailing Address: _____

EMERGENCY CONTACT:

Name: _____

Relationship: _____

Telephone: _____ (Home)

Telephone: _____ (Cell)

Telephone: _____ (Work)

Mailing Address: _____

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE 8/26/12

CHECKLIST:	Circle One	Date Received	Date of Expiration
Passed DOJ/Background:	Yes / No	_____	_____
Passed Credit Check:	Yes / No	_____	_____
First month's rent:	Yes / No	_____	_____
Security deposit:	Yes / No	_____	_____
Proof of vehicle insurance:	Yes / No	_____	_____
Proof of vehicle registration:	Yes / No	_____	_____
Proof of renter's insurance:	Yes / No	_____	_____
Pet security deposit:	Yes / No	_____	_____
Proof of pet license:	Yes / No	_____	_____
Proof of per vaccination:	Yes / No	_____	_____
Receipt of key list distribution:	Yes / No	_____	_____

Comments or additional information:

OCCUPANCY AGREEMENT FOR CAMPHOST VOLUNTEER SERVICES

I/We _____, hereinafter referred to as "VOLUNTEER(S)", understand and agree that I/We (am a/are) volunteer worker(s) of Riverside County Regional Park and Open-Space District, hereinafter referred to as the "DISTRICT".

DISTRICT and VOLUNTEER(S) AGREE AS FOLLOW:

1. **LOCATION:** The DISTRICT hereby assigns to VOLUNTEER(S) site number _____ located at _____ (volunteering location) in the County of Riverside, State of California.
2. **TERM:** The term of this Agreement is _____ months commencing on _____ and terminating on _____. Either party may terminate the Agreement as follows upon a 14-day written notice to the other party; VOLUNTEER(S) failure to comply with any terms or conditions of this Agreement; or DISTRICT otherwise determines that it is no longer appropriate for VOLUNTEER(S) to occupy the premises. In addition, the DISTRICT General Manager shall have authority to terminate this Agreement upon three (3) days written notice because of compelling circumstances.
3. **NO COMPENSATION:** VOLUNTEER(S) understand(s) and agree(s) that such volunteer work is done without compensation, they are not an employee of the DISTRICT or the County of Riverside ("COUNTY"), and are not entitled to any employment or other benefits as a result of volunteer services.
4. **UTILITIES:** VOLUNTEER(S) agree to pay electrical usage in the amount of \$_____ due on the 1st of each month. A late payment of \$_____ will be assessed if payment is not received by the 10th of each month. All payments to the DISTRICT required under this Agreement, shall be made payable to Riverside County Regional Park and Open-Space District and mailed to:

Riverside County Regional Park and Open-Space District
ATTENTION: Parks Finance Department
4600 Crestmore Road
Jurupa Valley, CA 92509

5. **WAIVER OF CLAIMS:** VOLUNTEER(S) agree(s) to waive all claims and recourse against the DISTRICT and COUNTY, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incident to VOLUNTEER(S) activities and services with the DISTRICT, except claims arising from the concurrent or sole negligence of the DISTRICT or COUNTY, their officers, agents and employees.

VOLUNTEER(S) understand(s) and agree(s) that VOLUNTEER(S) is/are not covered by nor entitled to any Worker's Compensation coverage, claim and/or benefits for any injury, damage or accident that may arise out of volunteer service. VOLUNTEER(S) further understand(s) and agree(s) that a VOLUNTEER will assume all costs and expenses that VOLUNTEER(S) incur(s) as a result of medical treatment and care for any injuries or damages VOLUNTEER(S) may suffer during volunteer services.

6. **INDEMNIFICATION:** VOLUNTEER(S) shall indemnify, hold harmless and defend the DISTRICT and COUNTY, its officers, agents and employees from and against any and all claims, demands, costs, expenses or other liabilities, arising out of VOLUNTEER(S) services with the DISTRICT, except for liability arising out of the sole negligence of the DISTRICT or COUNTY, their officers, agents or employees .

7. **VEHICLES:** VOLUNTEER(S) shall not be permitted to drive a private vehicle on DISTRICT property until VOLUNTEER(S) present current operator's license, registration, and insurance to the DISTRICT. VOLUNTEER(S) agree to provide the DISTRICT evidence of current status annually for the DISTRICT file. Private vehicles kept at site must have current registration displayed at all times. VOLUNTEER(S) understand that non-operable vehicles are not permitted on the site. All personal vehicles must be parked in an area designated by the Site Area Manager or Ranger.

8. **PETS:** No pets or livestock of any kind may be kept on the site without prior written consent of the DISTRICT. Pet approval will be limited to _____ pet(s). All pets must be domesticated. Size and breed must be approved by the DISTRICT. Exotic and potentially dangerous pets are not allowed under any conditions (this includes, but is not limited to pit bulls, doberman pincers, rottweilers, chows, potbelly pigs, snakes, and other reptiles).

 Pet(s) must be licensed and vaccinated and otherwise cared for and maintained as required by law. VOLUNTEER(S) agree(s) to provide the DISTRICT with evidence of licensing and vaccination annually for the DISTRICT'S file.

9. **MAINTENANCE AND IMPROVEMENTS:** VOLUNTEER(S) shall maintain a clean and orderly site. VOLUNTEER(S) must have prior written approval by the Park Area Manager and reviewed by the DISTRICT General Manager or his designee for any structural changes to a volunteer site.

10. **NOTICES:** All notices required under this Agreement, including change of address and notice of vacating/terminating services, shall be in writing and all notices shall be made as follows:

A. All notices to VOLUNTEER shall be given or mailed to:

B. All notices to DISTRICT shall be given or mailed to:

Riverside County Regional Park and Open-Space District
ATTENTION: Contracts Unit
4600 Crestmore Road
Jurupa Valley, CA 92509

11. **RESPONSIBILITIES:** VOLUNTEER(S) required responsibilities include, but are not limited to:

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

12. **OCCUPANCY:** No persons other than VOLUNTEER(S) listed on this Agreement shall occupy the site on a full time basis. VOLUNTEER(S) understand(s) and agree(s) that no additional family members or friends can move in without prior written approval from the DISTRICT.

13. **COMPLIANCE WITH THE LAW:** VOLUNTEER(S) shall not use or permit the use of the site for an illegal or immoral purpose and shall comply with all federal, state, and local laws and ordinances concerning said property and use thereof.

14. **SIGNS AND ADVERTISING:** VOLUNTEER(S) shall not erect or display, or permit to be erected or displayed on the site, any flags, signs or advertising matter of any kind without first obtaining the written consent of the DISTRICT.

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES HERETO, AND NO TERM OR PROVISION HEREOF MAY BE CHANGED, WAIVED, DISCHARGED, OR TERMINATED UNLESS STATED IN WRITING AND EXECUTED BY BOTH PARTIES HERETO.

DATE: _____

DATE: _____

NAME: _____
Type or Print

NAME: _____
Type or Print

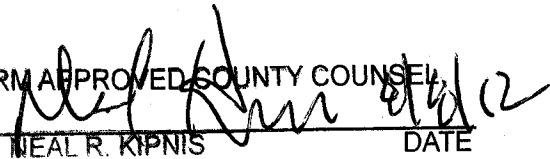
BY: _____
Volunteer Signature

BY: _____
Volunteer Signature

DATE: _____

NAME: _____
Type or Print

BY: _____
General Manager Signature

FORM APPROVED COUNTY COUNSEL
BY:  _____
NEAL R. KIPNIS DATE

VOLUNTEER INFORMATION:

Telephone: _____ (Cell)

Telephone: _____ (Cell)

Mailing Address: _____

EMERGENCY CONTACT:

Name: _____

Relationship: _____

Telephone: _____ (home)

Telephone: _____ (cell)

Mailing Address: _____

CHECKLIST:

Date Received

Date of Expiration

Passed DOJ/Background:

Proof of vehicle insurance:

Proof of vehicle registration:

Proof of motorhome insurance:

Proof of motorhome registration:

Proof of pet license:

Proof of per vaccination:

Paid first months electrical:

Comments or additional information:

AGREEMENT FOR EMPLOYEE OCCUPANCY OF DISTRICT OWNED HOUSING

THIS AGREEMENT FOR EMPLOYEE OCCUPANCY OF DISTRICT RESIDENCE is made and entered into this _____ Day of _____, 20____, between Riverside County Regional Park and Open-Space District, hereinafter referred to as the "DISTRICT", and _____ hereinafter referred to as "EMPLOYEE".

DISTRICT and EMPLOYEE AGREE AS FOLLOWS:

1. **PROPERTY LOCATION:** The DISTRICT hereby rents to EMPLOYEE the premises located at _____ in the County of Riverside, State of California.
2. **TERM:** The term of this agreement is twelve (12) months commencing on _____ and terminating on _____. Either party may terminate the Agreement as follows: upon thirty (30) days written notice to the other party; EMPLOYEE'S employment with the DISTRICT terminates; EMPLOYEE fails to comply with any terms or conditions of this Agreement; or DISTRICT otherwise determines that it is no longer appropriate for EMPLOYEE to occupy the premises. In addition, the DISTRICT General Manager shall have authority to terminate this Agreement up five (5) days written notice because of compelling circumstances.
3. **RENT:** EMPLOYEE shall pay rent in the amount of \$_____ per month to the DISTRICT during the term of this agreement. The amount of rent can be changed upon ninety (90) day notice to the EMPLOYEE.

Rent is due and payable in advance on the first (1st) day of each and every month. Rent received on or after the tenth (10th) day of the month shall be considered late and EMPLOYEE shall be assessed a late payment fee in the amount of \$_____. Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment fee plus the current established returned check fee as stated in the DISTRICT'S current Use Fee Ordinance.

4. **PAYMENTS:** All payments to the DISTRICT required under this Agreement, shall be made payable to Riverside County Regional Park and Open-Space District and mailed to:

**Riverside County Regional Park and Open-Space District
ATTENTION: Parks Finance Department
4600 Crestmore Road
Jurupa Valley, CA 92509**

5. **SECURITY DEPOSIT:** EMPLOYEE shall pay a security deposit in the amount of \$_____ which will be refunded upon the termination of this Agreement if the premises is left to the DISTRICT in good living condition and EMPLOYEE in not in default of any monetary fees.
6. **HOLDOVER:** In the event agreement renewal is not obtained timely, EMPLOYEE must obtain written consent from the DISTRICT to hold possession of the premises on a month to month basis after the expiration of the term of this Agreement, or any extension thereof. Rent for said holdover tenancy shall be at the amount paid for the last month of the term covered by this Agreement. All other terms and conditions of this Agreement shall remain unchanged.
7. **ACCEPTANCE OF PREMISES:** By signing this Agreement, EMPLOYEE represents that he/she has thoroughly inspected premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. Neither DISTRICT nor the County of Riverside ("COUNTY") shall be liable to EMPLOYEE for any personal injury or property damage suffered by EMPLOYEE which may result from hidden, latent or other dangerous conditions not caused by the negligence of the DISTRICT or COUNTY, their officers, agents or employees.
8. **WAIVER OF CLAIMS:** EMPLOYEE agrees to waive all claims and recourse against the DISTRICT and COUNTY, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incident to EMPLOYEE'S activities with the DISTRICT, except claims arising from the concurrent or sole negligence of the DISTRICT or COUNTY, their officers, agents and employees.
9. **OCCUPANCY:** No persons other than EMPLOYEE and EMPLOYEE'S immediate family listed on this agreement shall occupy the premises without prior written consent from the DISTRICT. No more than ____ people, said persons listed on this agreement, shall occupy the site on a full-time basis.
10. **ASSIGNMENT AND SUBLETTING:** EMPLOYEE shall not assign this Agreement or any interest therein, and shall not sublet the premises, or any part thereof.
11. **COMPLIANCE WITH LAW:** EMPLOYEE shall not use or permit the use of the premises for an illegal or immoral purpose and shall comply with all federal, state, and local laws and ordinances concerning said property and use thereof.
12. **SIGNS AND ADVERTISING:** EMPLOYEE shall not erect or display, or permit to be erected or displayed on the premises, any flags, signs or advertising matter of any kind without first obtaining the written consent of the DISTRICT.
13. **UTILITIES:** EMPLOYEE shall provide and pay for their own utilities and services necessary for the occupancy and use of the premises, including gas, electricity, and private telephone. Where the

premises are not equipped with separate metering facilities EMPLOYEE shall pay to the DISTRICT, on first (1st) day of each month, an amount determined by the average monthly zoning utility cost of electricity based on a formula that is calculated on the square footage of the residence. Utility payments received after the tenth (10th) day of the month shall be considered late and the EMPLOYEE shall be assessed a late payment fee of ten percent (10%) of their monthly bill.

14. **VEHICLES:** EMPLOYEE shall not be permitted to drive either a private vehicle or DISTRICT vehicle on DISTRICT business until EMPLOYEE has presented EMPLOYEE'S current operator's license and liability insurance policy with minimum limits in amounts required by the DISTRICT for bodily injury or death and property damage, and has obtained the express authorization of the District General Manager or designee. Private vehicles kept at residence must have current registration displayed at all times. EMPLOYEE will notify DISTRICT immediately when operator's license and/or vehicle insurance are not current.
15. **PETS:** No pets or livestock of any kind may be kept on the premises without prior written consent of the DISTRICT. Pet approval will be limited to ____ pet(s). All pets must be domesticated. Exotic and potentially dangerous pets are not allowed under any conditions (this includes, but is not limited to: pit bulls, doberman pincers, rottweilers, chows, potbelly pigs, snakes, and other reptiles). Size and breed must be approved by DISTRICT Management. Pets must be licensed and vaccinated and otherwise cared for and maintained as required by law. EMPLOYEE agrees to provide the DISTRICT with evidence of licensing and vaccination annually for the DISTRICT'S file.
16. **PET SECURITY DEPOSIT:** A \$_____ pet deposit is required at time of approval.
17. **TAXES AND ASSESSMENTS:** A taxable possessory interest may be created by this Agreement and EMPLOYEE will be subject to the payment of property taxes levied on such interest. EMPLOYEE shall pay before delinquent any and all taxes and assessments levied against EMPLOYEE by reason of EMPLOYEE'S use and occupancy of the premises.
18. **INDEMNIFICATION:** EMPLOYEE shall indemnify, hold harmless, and defend DISTRICT and COUNTY, their officers, agents and employees from and against any and all claims, demands, damages, costs, expenses or liability costs arising out of EMPLOYEE'S activities with the DISTRICT, except for liability arising out of the sole negligence of the DISTRICT or COUNTY, their officers, agents or employees.
19. **INSURANCE:** DISTRICT insurance covers fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or DISTRICT'S

negligence. DISTRICT'S insurance does not cover EMPLOYEE'S possessions or EMPLOYEE'S negligence. EMPLOYEE is required to obtain renter's insurance policy to cover damage to or loss of their own possessions, as well as losses resulting from their negligence, and provide proof of renter's insurance to the DISTRICT.

20. **RIGHT OF INSPECTION:** DISTRICT reserves the right for its agents or employees to enter upon and inspect the premises, including the interior of the residence, at any reasonable time after reasonable notice to ascertain if the EMPLOYEE is complying with the provisions of this Agreement, to determine the condition of the premises or to make repairs or perform maintenance.
21. **REPAIRS AND MAINTENANCE BY DISTRICT:** DISTRICT shall maintain the basic structure of the premises, including but not limited to its foundation, bearing and exterior walls (including glass, doors, and subflooring), roof, faulty electrical wiring (excluding replacement of sockets or minor deficiencies), major plumbing and heating. However, DISTRICT shall have no responsibility for maintenance or repair which may be required by reason of neglect or misconduct of the EMPLOYEE. EMPLOYEE shall immediately notify DISTRICT by telephone, facsimile, e-mail, or by mail, of any major maintenance issues or water damage. No repairs or maintenance of any nature will be performed by DISTRICT unless deemed by DISTRICT to be necessary and in its best interest.
22. **REPAIRS AND MAINTENANCE BY EMPLOYEE:** EMPLOYEE shall maintain and repair premises as needed. EMPLOYEE shall keep and maintain the premises in good, safe, clean, and sanitary condition, free and clear of rubbish and litter, properly cultivate, care for, and adequately water the lawn, shrubbery, trees and other ground cover, all to the satisfaction of the DISTRICT, and in compliance with all applicable rules, regulations, ordinances, and laws. EMPLOYEE shall repair all damages to the premises caused by EMPLOYEE or EMPLOYEE'S guests, licensees or invitees; or EMPLOYEE shall promptly reimburse DISTRICT, if DISTRICT makes the repairs. EMPLOYEE is to ensure that all maintenance and repairs to the premises are done on EMPLOYEE'S own time.
23. **ALTERATIONS AND IMPROVEMENTS:** At EMPLOYEE'S sole expense, any alterations or improvements made in or to the premises by the EMPLOYEE shall be subsequent to prior written consent of the DISTRICT General Manager. EMPLOYEE shall obtain all necessary permits if required for improvements/alterations. Unless otherwise provided by written agreement between the parties hereto, said alterations and improvements shall be the property of the DISTRICT and shall remain upon and be surrendered with the premises.

24. **NOTICES:** All notices required under this Agreement, including change of address, shall be in writing and all notices shall be made as follows:

A. All notices to EMPLOYEE shall be given or mailed to:

B. All notices to DISTRICT shall be given or mailed to:

Riverside County Regional Park and Open-Space District
ATTENTION: Contracts Unit
4600 Crestmore Road
Jurupa Valley, CA 92509

25. **RESPONSIBILITIES:** Employees required responsibilities include, but are not limited to:

- Park security
- Provide vandalism control
- Available for emergency services

LIST APPROVED NAMES FROM APPLICATION OF FAMILY MEMBERS THAT WILL BE OCCUPYING THE COUNTY OWNED HOUSING:

Print or Type Name

Relationship to Employee

Print or Type Name

Relationship to Employee

Print or Type Name

Relationship to Employee

Print or Type Name

Relationship to Employee

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES HERETO, AND NO TERM OR PROVISION HEREOF MAY BE CHANGED, WAIVED, DISCHARGED, OR TERMINATED UNLESS STATED IN WRITING AND EXECUTED BY BOTH PARTIES HERETO.

Date: _____

Date: _____

Name: _____
Print or Type

Name: _____
Print or Type

By: _____
Employee Signature

By: _____
General Manager Signature

TENANT INFORMATION:

EMERGENCY CONTACT:

Telephone: _____ (Home)

Name: _____

Telephone: _____ (Cell)

Relationship to Employee: _____

Mailing Address: _____

Telephone: _____ (Home)

Telephone: _____ (Cell)

Mailing Address: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 2/6/12
NEAL R. KIPNIS DATE

CHECKLIST:	Circle One	Date Received	Date of Expiration
Passed DOJ/Background:	Yes / No	_____	_____
Passed Credit Check:	Yes / No	_____	_____
First month's rent:	Yes / No	_____	_____
Security deposit:	Yes / No	_____	_____
Proof of vehicle insurance:	Yes / No	_____	_____
Proof of vehicle registration:	Yes / No	_____	_____
Proof of renter's insurance:	Yes / No	_____	_____
Pet security deposit:	Yes / No	_____	_____
Proof of pet license:	Yes / No	_____	_____
Proof of per vaccination:	Yes / No	_____	_____
Receipt of key list distribution:	Yes / No	_____	_____

Comments or additional information:
