

AGREEMENT

WHEREAS the City of Redlands, California, owns property in the City of Redlands, known as Prospect Park, and particularly the dwelling in Prospect Park known as the Coach House, and;

WHEREAS the City of Redlands is desirous of maintaining continuous surveillance and custodianship of Prospect Park, to assure its use for public park purposes and to protect the public property and premises, and;

WHEREAS it is desirable to accomplish this by permitting a City of Redlands employee to occupy, as living quarters, the Prospect Park Coach House, in exchange for a monthly rental and certain work to be performed by him within the Park.

NOW, THEREFORE it is agreed this 23rd day of October, 1979, by and between the City of Redlands, hereinafter called "City", and Arthur W. Perry, an employee of the City of Redlands, hereinafter called "Employee", that

For and in consideration of payment of rents and performance of covenants contained on the part of Employee, said City does hereby rent as a residence those certain premises known as the Coach House located in Prospect Park, Redlands, California, for a tenancy from month-to-month commencing on the 1st day of November, 1979, and at a monthly rental of \$30.00 payable in advance on the first day of each and every month.

IT IS FURTHER mutually agreed between the parties as follows:

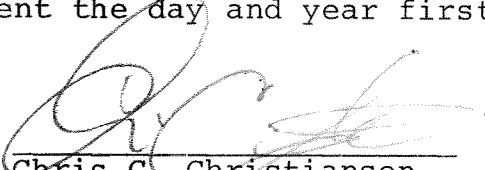
- (1) Said premises shall be occupied by no more than two adults.
- (2) Employee shall not violate any City ordinance or state law in or about said premises.
- (3) Employee shall not sub-let premises, or any part thereof, or assign this agreement without the City's written consent.

- (4) Any failure by tenant to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, shall at the option of the City forthwith terminate this tenancy.
- (5) Employee shall keep and maintain premises in a clean and sanitary condition at all times, and upon termination of tenancy shall surrender premises to City in as good condition as received, ordinary wear and damage by the elements excepted.
- (6) Receipt of 2 keys is acknowledged by tenant; said keys to be returned to City upon termination of tenancy.
- (7) Employee agrees to properly cultivate, care for, and adequately water lawn, shrubbery, trees and grounds in immediate vicinity of rented premises.
- (8) City shall pay for all disposal, water and sewer service supplied to said premises. Employee shall pay for all gas, heat, light, power, and all other services, except as herein provided, supplied to said premises.
- (9) This agreement and tenancy hereby granted may be terminated at any time by either party hereto by giving to the other party not less than thirty (30) days prior notice in writing, except as provided in paragraph 4.
- (10) Employee agrees to pay reasonable costs and attorney's fee necessary to collect rents or to enforce any of the terms of this agreement.
- (11) Employee agrees to vacate premises, upon request by City, in event his employment by City is terminated.
- (12) Employee agrees to make the following daily inspections using a City supplied vehicle:
 - a. All Prospect Park roads between 4:00 p.m. and 6:00 p.m.
 - b. All Prospect Park roads at Prospect Park closing time, informing any visitors that Park is now closed.
City police will be called by employee, by telephone or radio, in all cases where visitors to Prospect Park are observed damaging the Park, or who are trespassing in prohibited areas and do not stop such trespass after being warned by Employee, or who are otherwise violating any laws or park rules.

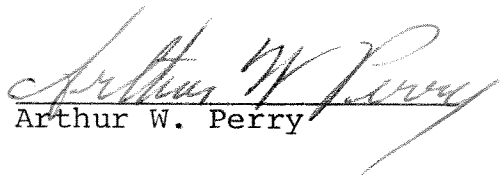
- (13) Employee agrees to spot-check irrigation flow for adequacy during irrigation periods.
- (14) Employee agrees to prevent and avoid any boisterous gathering in the rented premises, and to use them in a lawful and dignified manner befitting an employee and representative of the City.
- (15) Employee agrees to keep at least one interior electric light illuminated at all times when he or his family are not in the rented premises.
- (16) Employee agrees to provide, at his expense, a private telephone line. Monthly basic cost of this line will be considered by the City in establishing the rental rate for the premises.
- (17) City agrees to provide and pay the operating costs of flood lighting for the rented premises. Such flood lights will be lighted during the hours of darkness.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

OWNER:


Chris C. Christiansen
City Manager

TENANT:


Arthur W. Perry