

AGREEMENT OF RENTAL

This Agreement, made this 16<sup>th</sup> day of May, 1974, by and between the City of Redlands, a municipal corporation, hereinafter called the City, and Mr. Don M. Cummings, 25787 East Highland Avenue, San Bernardino, Ca., hereinafter called Cummings:

WITNESSETH:

That for/and in consideration of rent as specified below and the performance of the convenents herein contained in the manner hereinafter specified, the City does hereby rent to Cummings, on a month-to-month basis the premises located at 115 East Redlands Boulevard, Redlands, California. Cummings agrees as follows:

1. To pay to the city for the use of the premises a monthly rental of one Hundred Dollars (\$100.00), payable in advance, on or before the first day of each and every month. First rental payment due June 1, 1974.

2. To use said premises only for the sole and exclusive purposes of real estate office space and an office for a public stenographer. No specific parking privileges are granted by this agreement.

3. That this written agreement of rental shall not be transferred or assigned, in whole or in part, and that the said premises or any part thereof shall not be sublet, nor shall any assignment or sublease of any rights herein granted to Cummings be made without the prior written consent of the City.

4. To irrigate and maintain at his expense all the shrubs and trees bordering the premises.

5. To perform any and all maintenance and repairs in and on the structure at his expense.

6. To accept the premises in an "as-is" condition.

7. To commit no waste or nuisance on the premises; to keep the premises in a clean and orderly condition; and to comply with all city ordinances and license requirements.

8. To make no alteration of any room in the building without prior written permission of the City Manager, City of Redlands.

9. To pay all electric, gas or other lighting or heating charges against the premises during the term of this agreement.

10. To pay to City all charges in excess of minimum charges for water, sewerage and disposal.

11. a. To hold the City harmless from any and all liability for any damage to any occupant of the property herein rented or to any other person during the term of this rental occasioned by or resulting from any carelessness, negligence or improper conduct on the part of Cummings or his employees or agents, or resulting from any accident thereon or originating from, on, in or about said premises, and the City shall not be liable for any damage, loss or injury to any person suffered on, in, or about the same by reason of any present, future, latent or other defects in the character of condition of the property herein rented or any part or portion thereof.

b. As a condition precedent to the effectiveness of this agreement and in partial performance of Cummings obligations hereunder, Cummings shall obtain and maintain in full force and effect during the term of this agreement, a policy or policies of Liability Insurance in carriers and in form satisfactory to City with single limit of \$300,000 Bodily Injury insurance. Cummings shall cause to be attached to all of said policies of insurance an endorsement stating that the City of Redlands, its officers, employees, agents, Boards and Commissions are included as additional named insureds. The policy shall further provide that the same shall not be

cancelled or coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City.

Cummings shall, coincidentally with the execution of the agreement, deliver to the City an acceptable Certificate of Insurance on the approved City of Redlands Insurance Certificate Form.

12. Cummings hereby acknowledges that this City property at 115 East Redlands Boulevard, Redlands, California, is under the control of the Board of Parking Place Commissioners, City of Redlands, is currently for sale by the City, and may be sold at any time, subject to the approval of the City Council, City of Redlands.

The City agrees to pay the minimum charges for all water, sewerage and disposal.

Termination: It is mutually agreed as follows:

1. That either the City or Cummings may cancel and terminate this rental, by giving a 30-day notice in writing either by personal delivery or registered mail. It is agreed that if default shall be made in any of the covenants herein contained, it shall then be proper for the City, or its agents, to re-enter the said premises and to remove all persons and property therefrom, and Cummings consents that the City may re-enter in this manner.

2. That at the termination of this rental agreement, Cummings shall quit and surrender the said premises hereby rented in good order and condition.

3. That all notices sent by mail shall be addressed as follows:

To the City: City of Redlands  
P. O. Box 280  
Redlands, California 92373


Attention: City Manager

Cummings: Mr. Don M. Cummings  
25787 East Highland Avenue  
San Bernardino, California 92402


Notice by mail shall be deemed completed at the expiration of the third day after the day of mailing.

IN WITNESS WHEREOF, the City of Redlands has caused this rental agreement to be executed and to be signed by its City Manager and Don M. Cummings has hereunto set his hand the day and year first above written.

City of Redlands

BY:   
City Manager

APPROVED FOR FORM

BY:   
Don M. Cummings

  
Deputy City Attorney