

Project: RESIDENT Lease# _____
Folio: 003752
Agent: DH

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (hereinafter "Agreement) is entered into by and between the

COUNTY OF SANTA BARBARA, a political subdivision
of the State of California, Community Services Department,
Parks Division hereinafter referred to as "PARKS,"

and

_____, a
County PARK RANGER RESIDENT, an employee,
hereinafter referred to as "RESIDENT"

WHEREAS, County is the owner of certain described real property located in the County of Santa Barbara, State of California, and as more fully described herein; and

WHEREAS, RESIDENT is a PARK RANGER of the County of Santa Barbara who resides on County real property as a condition of employment; and

WHEREAS, RESIDENT will respond promptly to the public by residing on-site.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions, contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for PARKS by the Director of Community Service Department, ("Director") or PARKS Deputy Director of Community Service Department, Parks Division ("Deputy Director") or their designee.

2. **PREMISES**: PARKS hereby rents to RESIDENT and RESIDENT hereby takes from PARKS _____ known as _____ (hereinafter "Premises"). The Premises are for the sole use as a personal residence by the RESIDENT only.

3. **PURPOSE AND USE**: The purpose of providing a residence to a Parks Division employee as a condition of employment is to provide prompt response to the public at all times the RESIDENT is present, and to permit a reduction in cost to the County through 1) the avoidance of call-back of employees living away from the park, and 2) by permitting the RESIDENT flexibility in adjusting the 40-hour work schedule regularly assigned. Guests of the RESIDENT cannot reside on the Premises for more than five (5) consecutive days without first obtaining written consent from the RESIDENT'S immediate supervisor. There shall be no more than 2.5 occupants per bedroom, including RESIDENT. The Premises shall be used for the RESIDENT and their immediate family, or registered domestic partner only. RESIDENT shall not use or permit the use of the Premises as a place for any other business. RESIDENT must be an employee

of the Parks Division. If there is any question of who is considered “immediate family” under this section, the Parks Division shall be the authority to make that determination. Other than those listed in this paragraph, any person on the Premises is considered a guest. Guests cannot stay more than five (5) consecutive days without Parks’ consent.

The RESIDENT, when present in a county park, is to:

- A. Answer the park telephones.
- B. Provide the public with information and directions.
- C. Report and assist with accidents and emergencies.
- D. Report incidents to law enforcement agencies.
- E. Provide help to persons in distress.

These tasks are considered compensable and are to be included in the workweek calculation.

4. **TERM**: The term of this agreement shall commence on _____. The term of this Agreement shall be month-to-month tenancy unless terminated pursuant to Section 31, **TERMINATION** of this Agreement. This agreement is solely a rental agreement and shall not be construed as an employment contract between PARKS and RESIDENT.

5. **RENT**: Parks will determine rent, or duties in lieu of rent in consideration for entering into this rental agreement. The calculated rent shall be: _____ per (month/year). RESIDENT shall perform duties as described under “Purpose” and shall be available upon the request of the public to aid and give direction or to call for such times when RESIDENT is present in the park. Performance of these duties is compensable and included in the work week calculation.

6. **PARKING**: Parking space(s) are to be kept clean. Parking space(s) are to be used only for parking properly registered and operable motor vehicles. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in Section 7.

7. **STORAGE**: RESIDENT shall store only personal property RESIDENT owns, and shall not store property owned by another or in which another has any right, title, or interest. RESIDENT shall not store flammable materials, explosives, hazardous waste, or other inherently dangerous materials, or illegal substances.

8. **ASSIGNMENT/SUBLETTING**: This Agreement is subject to PARKS Division employment; therefore, RESIDENT shall not assign this Agreement or any interest therein, and RESIDENT shall not sublet the Premises or any portion thereof. Any attempt to assign and/or sublet shall be void and without legal effect. Should RESIDENT attempt to assign or sublet a portion of the Premises, PARKS may terminate this Agreement at PARKS’ option without liability therefore.

9. **UTILITIES**: PARKS shall provide water, sewer, and trash removal services. RESIDENT shall take the trash to dumpsters on-Premises. PARKS shall pay for all other utilities, e.g., gas and electricity. Telephone, cable, and internet service shall be ordered and paid for by RESIDENT.

10. **CONDITION OF PREMISES/TENANT IMPROVEMENTS:** RESIDENT hereby accepts, by way of executing this Agreement, the Premises in its existing condition.

RESIDENT agrees to keep the Premises in a neat, clean, sanitary, and orderly condition at all times during occupancy, and not to permit rubbish to accumulate at any time. RESIDENT agrees not to perform any acts in violation of any laws or ordinances, nor to use or permit the use of Premises for commercial, illegal, or immoral purposes, and to comply with all COUNTY laws and local ordinances concerning the property and the use thereof.

RESIDENT shall not install improvements within or upon the Premises without the prior written consent of PARKS. Any improvements shall be performed at RESIDENT'S expense and RESIDENT shall be responsible for obtaining all required permits prior to the commencement of work. Upon termination of this Agreement, all such improvements shall remain or be removed by RESIDENT at PARKS' option. In the event of removal, RESIDENT shall restore all walls, floors, and ceilings to their original condition insofar as is reasonably practicable.

PARKS shall provide RESIDENT with a key for the RESIDENT'S specific unit upon approval of this Agreement. Replacement of lost or stolen keys and costs to re-key doors when necessary shall be the responsibility of RESIDENT. Upon expiration or termination of this Agreement, RESIDENT shall be responsible for returning all keys to the PARKS Department.

Upon expiration or termination of this Agreement, RESIDENT shall be accountable for possession of all of the PARKS' appliances, fixtures, and property, which shall remain on the Premises. RESIDENT shall be responsible for the cost of any damage or removal from the Premises of PARKS' appliances, fixtures, and property.

11. **MAINTENANCE AND REPAIR:**

A. PARKS' Responsibilities: COUNTY, through its PARKS Division, shall, at its sole cost and expense, keep and maintain in good condition and repair the basic structure of the Premises, including but not limited to its foundation, floors, roof partitions, exterior walls, plumbing, heating, electrical, and water systems, which supply the Premises or are within the walls. PARKS shall provide only such additional maintenance as is deemed necessary by PARKS.

B. RESIDENT'S Responsibilities: RESIDENT agrees to perform all minor maintenance and repair to the Premises such as, but not limited to, interior painting, clogged drains, leaky faucets, and broken windows. "Minor Maintenance" for this Agreement shall be defined as material and labor, which can be contracted for THREE HUNDRED AND 00/100 DOLLARS (\$300.00) or less. RESIDENT shall use and operate all electrical, gas, and plumbing fixtures and keep them as clean and as sanitary as possible.

C. RESIDENT has inspected smoke alarms and carbon monoxide detectors to ensure they are in working order. RESIDENT is responsible for notifying PARKS of any malfunction or damage of alarms and detectors.

D. RESIDENT shall be responsible for any damage(s) to the Premises by RESIDENT, its family, guests, invitees, etc., whether damage(s) was caused intentionally or by accident.

E. RESIDENT, upon termination of employment, or on termination of tenancy for any reason, shall immediately deliver the Premises to PARKS in good order and condition, acts of God and ordinary wear and tear excepted.

12. **ENVIRONMENTAL PROTECTION:** RESIDENT shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signage, health, safety, noise, environmental protection, waste disposal, water, and air quality, and shall furnish satisfactory evidence of compliance upon request by PARKS.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises attributable to RESIDENT'S acts or omissions, RESIDENT shall clean all property affected to the satisfaction of PARKS and any governmental body having jurisdiction therefore. RESIDENT shall indemnify, hold harmless, and defend PARKS from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by PARKS as a result of RESIDENT'S breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises attributable to PARKS' acts or omission, PARKS shall clean all property affected to the satisfaction of RESIDENT and any governmental body having jurisdiction therefore. PARKS shall indemnify, hold harmless, and defend RESIDENT from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by RESIDENT as a result of PARKS' breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution regardless of whether such liability, cost, or expense arises during or after the term of this Agreement.

13. **TOXICS**: RESIDENT shall not manufacture or generate hazardous waste on the Premises unless specifically authorized by this Agreement. RESIDENT shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, state, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported in the Premises during this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. RESIDENT shall notify PARKS and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

14. **MOLD/MILDEW/MOISTURE**: On moving in, the RESIDENT will carefully inspect the Premises, particularly the bathroom and all window tracks throughout the Premises, for mold, mildew, or moisture. If mold or mildew is suspected, the RESIDENT will report it to the COUNTY within 3 calendar days of taking occupancy by providing PARKS with a written maintenance request. PARKS shall respond to same with reasonable promptness. If mold or mildew is not so reported, it shall be conclusively presumed that the Premises were delivered to RESIDENT mold and mildew-free. RESIDENT understands that any growth of mold or mildew is primarily due to conditions over which RESIDENT, not PARKS, has control, namely moisture, and ventilation. If mold or mildew is suspected after RESIDENT takes possession of Premises it is to be reported to PARKS immediately.

15. **MEGAN'S LAW DISCLOSURE**: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice @ www.meganslaw.ca.gov. Depending on the offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

16. **LEAD-BASED PAINT DISCLOSURE (Housing Built Before 1979)**: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure in housing is especially harmful to young children. Before renting pre-1978 housing, landlords must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling.

17. **NO SMOKING:** NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, RESIDENT is in material breach of this Agreement. RESIDENT, guests, and all others who smoke must smoke off the Premises.

18. **ENTRY BY PARKS:** PARKS may enter upon the Premises at prescheduled times to examine the condition thereof, provide maintenance, post notices, and make such repairs as COUNTY may deem necessary.

19. **AMENDMENTS:** This Agreement represents the entire agreement between the parties with respect to the matters covered herein. No alteration, modification, amendment, or waiver of this Agreement shall be valid unless it is in writing and signed by all parties hereto; except that the COUNTY Director of Community Services, Parks Division, or designee, may execute any amendments hereto on behalf of the COUNTY.

20. **NONDISCRIMINATION:** RESIDENT shall comply with County laws, rules, and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, PARKS shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

21. **QUIET ENJOYMENT:** PARKS covenants that RESIDENT, on performing the provisions of this Agreement, shall have peaceable and quiet enjoyment of the Premises. PARKS further covenants that it will not deliberately interfere or permit others acting subsequently through or under PARKS, including other RESIDENTS of PARKS, to interfere with RESIDENT'S peaceful possession or use of the Premises, except for the normal and reasonable operations of the park.

22. **NOTICES:** Except where otherwise specifically provided, all notices under this Agreement and in connection herewith and all statements shall be addressed and delivered as follows:

RESIDENT:

Name: _____

Address: _____

Telephone: _____

COUNTY:

County of Santa Barbara
Community Services Department, Parks Division
123 E. Anapamu Street
Santa Barbara, CA 93101
Attention: Deputy Director, Parks

or at such other address as the respective party may designate in writing. Any notice may be given by use of the United States mail, postage prepaid Certified mail, or by personal delivery. The date of mailing, or in the event of personal delivery the date of delivery, shall constitute the date of service.

23. **INDEMNIFICATION**: LESSEE agrees to indemnify, defend (with counsel reasonably approved by PARKS) and hold harmless PARKS and its officers, officials, employees, agents, and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorney's fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. RESIDENT'S indemnification obligation applies to PARKS' active as well as passive negligence but does not apply to PARKS' sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

RESIDENT shall notify PARKS immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

24. **RENTER'S INSURANCE**: RESIDENT shall procure the following insurance coverage at its sole cost and expense. Certificate(s) of Insurance shall be furnished no later than ten (10) business days after final execution of this Agreement and delivered to PARKS. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than B+:VIII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place RESIDENT in default. Upon request by PARKS, RESIDENT shall provide certified copies of any insurance policies to the COUNTY within ten (10) business days from the requested date. The following insurance is required:

- A. Auto Insurance: RESIDENT shall maintain personal auto insurance for all automobiles owned by RESIDENT, inclusive of coverage for all drivers.
- B. Renter's Insurance/General Liability Insurance: RESIDENT shall maintain a renter's (HO4) insurance policy covering all personal property and any improvements to the extent of not less than one hundred percent (100%) of the full insurable replacement value against all risks of direct physical loss. The policy shall include general liability coverage in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS, and names the COUNTY OF SANTA BARBARA as an "additional insured".

25. **POSSESSORY INTEREST TAXES**: RESIDENT acknowledges and agrees that this Agreement may create a possessory interest subject to property taxation and that RESIDENT may be subject to the payment of property taxes levied on such interest. RESIDENT covenants and agrees to pay all taxes, including possessory interest tax and assessments, which may be levied upon any of RESIDENT'S interest in the land.

26. **COMPLIANCE WITH THE LAW**: RESIDENT shall comply with all applicable federal, state, county, and municipal laws, statutes, rules, regulations, and ordinances regulating the use of the Premises during the term. Non-compliance with provisions of this Agreement shall constitute a material breach thereof, and, in addition to any other remedies provided by law or this lease in the event of such non-compliance, PARKS shall have the right to terminate this lease, and the interest hereby created, without liability thereof.

27. **DEFAULT**: Except as otherwise specified herein, should RESIDENT at any time be in default hereunder with respect to any material covenant contained herein, PARKS shall give written notice to RESIDENT specifying the particulars of the default and RESIDENT shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such written notice, then this Agreement shall terminate at the option of PARKS unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case RESIDENT shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

28. **REMEDIES**: In the event of a default or breach, subject to the cure provisions contained in Section 28, DEFAULT above, the non-defaulting party may exercise any right or remedy at law or in equity, which such non-defaulting party may have by reason of such default or breach including but not limited to the following:

A. Either party may waive the default or breach in accordance with Section 30, WAIVER, herein below.

B. Either party may maintain this Agreement in full force and effect and recover whatever monetary loss(es) may have resulted from such default or breach.

C. Where RESIDENT is the non-defaulting party, RESIDENT may terminate this Agreement and surrender possession.

D. Where PARKS is the non-defaulting party, PARKS may terminate or not terminate this Agreement. Where PARKS elects not to terminate this Agreement but elects to terminate RESIDENT'S right of possession, PARKS shall have the right and the duty to attempt to re-let the Premises for the benefit of RESIDENT upon such terms and conditions, including use fees, which RESIDENT deems reasonable. If PARKS lawfully removes property of RESIDENT, such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of RESIDENT.

29. **WAIVER**: It is further understood and agreed that any waiver, expressed or implied, of any breach of any term of this Agreement shall not be a waiver of any subsequent breach of a like or any other provision of this Agreement.

30. **TERMINATION**: This Agreement shall terminate and all rights of RESIDENT shall cease and RESIDENT shall quietly and peacefully deliver to PARKS, possession and interest in the Premises and upon such delivery, shall be relieved of all future liability:

A. After expiration of thirty (30) calendar days written notice, which notice may be given by either party without cause; or

B. Upon expiration or termination of RESIDENT'S employment with the Parks Department;
or

C. Upon discrimination by RESIDENT in violation of Section 20, NONDISCRIMINATION;
or

D. Upon the failure of RESIDENT to satisfy, observe, or perform any of the covenants, conditions, or reservations set forth in this Agreement and the expiration of the cure period as provided in Section 28, DEFAULT; or

E. Upon the failure of RESIDENT to maintain an overall rating of "Satisfactory" or better on their annual employee performance report.

F. Upon the total destruction of the Premises, as provided in Section 35, DESTRUCTION OF THE PREMISES.

G. If a three (3) day notice has been served to quit, vacate, and surrender possession of the premises, and the resident fails to do so will result in legal proceedings for material breach being initiated

against the resident to recover possession of premises. Three (3) days from the date of service of notice, (excluding Saturdays, Sundays, and other judicial holidays)

31. **ABANDONMENT OF PREMISES:** RESIDENT shall not vacate or abandon the Premises at any time during the term of this Agreement and if RESIDENT shall abandon, vacate, or surrender said Premises, any personal property belonging to RESIDENT and left in the Premises more than thirty (30) calendar days after the termination of this Agreement shall be deemed abandoned at the option of the PARKS.

32. **SURRENDER OF PREMISES/DISPOSITION OF PERSONAL PROPERTY:** Upon termination of this Agreement, RESIDENT shall vacate and surrender the Premises to PARKS in good clean condition, except for ordinary wear and tear. RESIDENT shall remove all personal property prior to the termination of this Agreement and shall perform all restoration made necessary by the removal of any personal property prior to the termination of this Agreement. PARKS may, by giving at least thirty (30) calendar days' notice to RESIDENT, elect to retain or dispose of in any manner any personal property that RESIDENT does not remove from the Premises upon termination of this Agreement. Title to any such personal property that PARKS elects to retain or dispose of following expiration of the thirty (30) day period shall vest in PARKS. RESIDENT waives all claims against PARKS for any damage to RESIDENT resulting from PARKS' retention or disposition of RESIDENT'S personal property. RESIDENT shall be liable to PARKS for PARKS' costs for storing, removing, and disposing of any such items.

If RESIDENT fails to surrender the Premises to PARKS, RESIDENT shall hold PARKS harmless from damages resulting from RESIDENT'S failure to surrender the Premises, including, without limitation, claims made by a succeeding RESIDENT resulting from such failure to surrender the Premises.

33. **FIXTURES:** The parties agree that all improvements to, or fixtures on the Premises, made or added by either party, except trade fixtures added by RESIDENT that may be removed as herein provided, shall be and become the property of PARKS upon their being affixed or added to the Premises. At the expiration, or any earlier termination of the term hereof, RESIDENT may remove such trade fixtures, including but not limited to phone and information technology equipment as it shall have affixed or added to the Premises (if any) which may be removed without damage to the Premises.

34. **DESTRUCTION OF THE PREMISES:** If the Premises are totally destroyed by fire or any other cause, this Agreement, at the option of PARKS, shall terminate.

If a loss renders any portion of the Premises unusable, RESIDENT may choose to remain, or may terminate this Agreement by written notice to PARKS. Should RESIDENT choose to remain, PARKS shall promptly repair the Premises.

35. **BED BUG DISCLOSURE (California Civil Code §1954.603):** RESIDENT shall report suspected infestations by bed bugs to PARKS at the mailing, or E-Mail address or telephone number provided in this Agreement and cooperate with any inspection for and treatment of bed bugs. RESIDENT agrees to release, indemnify, hold harmless, and forever discharge PARKS and PARKS employees, agents, successors and assigns from any claims, liabilities, or causes of action of any kind that RESIDENT, members of RESIDENT'S household or RESIDENT'S guests or invitees may have at any time against PARKS or PARKS' agents resulting from the presence of bedbugs due to RESIDENT'S failure to comply with this bedbug disclosure.

36. **TEMPORARY RELOCATION**: Subject to local law, RESIDENT agrees upon request from PARKS, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. RESIDENT agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation, or other work.

37. **RESERVATIONS**: PARKS hereby reserves the right for PARKS or its agents to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for making such alterations, repairs, improvements or additions to the Premises as PARKS may deem necessary. In addition, PARKS reserves the right to grant such easements, rights and dedications that PARKS deems necessary, so long as such easements, rights or dedications do not unreasonably interfere with the use of the Premises by RESIDENT.

38. **ESTOPPEL CERTIFICATE**: Within ten (10) business days following any written request that PARKS makes from time to time, RESIDENT shall execute and deliver to PARKS a "RESIDENT Estoppel Certificate" in a form reasonably required by PARKS. PARKS and RESIDENT intend that any statement delivered to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Property or any interest therein. RESIDENT'S failure to deliver such RESIDENT Estoppel Certificate within such time shall be conclusive upon RESIDENT (i) that the Lease is in full force, without modification except as may be represented by PARKS, (ii) that there are no uncured defaults in PARKS' performance, and (iii) that not more than one (1) month rent has been paid in advance. RESIDENT'S failure to deliver the RESIDENT Estoppel Certificate to PARKS within ten (10) business days of receipt shall constitute a material default and breach under this Lease.

39. **CAPTIONS**: The title on headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

40. **SEVERABILITY**: If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

41. **WASTE AND NUISANCE**: RESIDENT shall not commit, nor suffer to be committed, any waste upon the Premises, nor permit any nuisance to exist thereon.

42. **CERTIFICATION OF SIGNATORY**: The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind RESIDENT and PARKS to its terms and conditions or to carry out duties contemplated herein.

43. **EXECUTION IN COUNTERPARTS**: This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

44. **ELECTRONICALLY/FACSIMILE TRANSMITTED SIGNATURES**: In the event that the parties hereto utilize electronically transmitted documents which include electronically

generated signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing the electronic signature's name and title are provided directly below the electronic signature.

In the event that the parties hereto utilize transmitted documents that include signatures, such documents shall be accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided within seventy-two (72) hours of transmission.

45. **CONSTRUCTION**: The parties agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and provisions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

46. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the parties hereto and no obligation other than those set forth herein will be recognized.

///

///

///

Project: RESIDENT Lease# _____
Folio: 003752
Agent: DH

IN WITNESS WHEREOF, PARKS and RESIDENT have executed this Agreement by the respective authorized officers and/or individuals as set forth below and to be effective on the date executed by the Director, Community Services Department, or designee.

“RESIDENT”

“COUNTY”

COUNTY OF SANTA BARBARA
a political subdivision of the State of California

By: _____
Name
Title

By: _____
Jesús Armas, Director
Community Services Department

Date: _____

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEN
COUNTY COUNSEL

APPROVED

By: _____
Deputy County Counsel

By: _____
Jeff Lindgren, Assistant Director
Community Services Department
Parks Division

Project: RESIDENT Lease
Folio: 003752
Agent: DH

The Agreement has been approved by the Board of Supervisors and authorizing the Director, Community Services Department, or designee to execute the Agreement with the RESIDENT on behalf of the COUNTY.

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

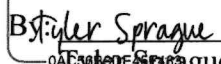
By: _____
Laura Capps, Chair
Board of Supervisors


By _____
Sheila De La Guerra, Deputy Clerk

Dated: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

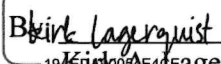
APPROVED AS TO FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

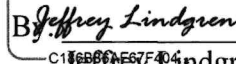
Signed by:
By: 
Tyler Sprague
Deputy County Counsel

Signed by:
By: 
Edwin Price, Jr
Deputy Auditor-Controller

APPROVED AS TO CONTENT:
REAL PROPERTY DIVISION

APPROVED AS TO CONTENT:
COUNTY PARKS DIVISION


DocuSigned by:
By: 
Kirk Lagerquist, Director
General Services Department

DocuSigned by:
By: 
Jeffrey Lindgren, Assistant Director
Community Services Department

APPROVED AS TO CONTENT:
COMMUNITY SERVICES DEPARTMENT

APPROVED AS TO FORM
RISK MANAGEMENT

DocuSigned by:
By: 
Jesus Armas, Director

DocuSigned by:
By: 
Gregory Milligan, Risk Manager