

## **Attachment B**

License Agreement for Good Samaritan Shelter

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (hereinafter "Agreement") is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (hereinafter "COUNTY"), and GOOD SAMARITAN SHELTER, a California public benefit corporation (hereinafter "LICENSEE"), with reference to the following:

**WHEREAS**, in response to COVID-19, a Local Emergency Proclamation was made by the County of Santa Barbara Director Emergency Services on March 12, 2020 and ratified by the County Board of Supervisors on March 17, 2020 (the "COVID-19 Local Emergency Declaration"); and

**WHEREAS**, the County of Santa Barbara's Proclamation of a Local Health Emergency was made on March 12, 2020, and ratified by the County Board of Supervisors on March 17, 2020; and

**WHEREAS**, the COUNTY and LICENSEE entered into a Temporary Shelter License Agreement on November 24, 2020, to operate and maintain LICENSEE'S twenty (20) Temporary Emergency Shelter Units; and

**WHEREAS**, the Temporary Shelter License Agreement expires on June 30, 2021; and

**WHEREAS**, the COUNTY is the lessee pursuant to a certain Lease Agreement ("Lease") of that certain real property and improvements identified as County Assessor Parcel Number 075-034-005, located at 6549 El Colegio, Goleta CA 93117, and more particularly depicted on "EXHIBIT A" incorporated herein by this reference, ("Property"); and

**WHEREAS**, the improvements on the Property include a building, with Fixtures, Furniture and Equipment ("FF&E) outdoor patio area, and a parking lot;

**WHEREAS**, COUNTY and LICENSEE desire to utilize the Property for Emergency Sheltering for COVID-19 response ("Program").

**WHEREAS**, LICENSEE is funded through separate agreements to maintain and operate the Emergency Sheltering Program (the "Subrecipient Agreement(s)"); and

**WHEREAS**, the COUNTY may provide funding such as General Fund Contributions and federal and state funds, subject to availability and at the discretion of the Santa Barbara County Board of Supervisors, to the LICENSEE to maintain and operate the Emergency Sheltering Program and/or provide services for homeless individuals and families; and

**WHEREAS**, California Government Code Section 26227 allows the COUNTY to fund programs deemed necessary to meet the social needs of the population of the COUNTY and to make available any real property of the COUNTY which will not be needed for COUNTY purposes during the time of possession, to be used to carry out such programs.

**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 the COUNTY by the Director of the COUNTY's Community Services Department.

2. **LICENSED PROPERTY**: For and in consideration of the covenants to be performed by LICENSEE under this Agreement, COUNTY hereby grants to LICENSEE and LICENSEE hereby takes from COUNTY the Property depicted on Exhibit A.

3. **PURPOSE AND USE OF THE PROPERTY**: LICENSEE shall use the Property solely for the purpose of providing services for homeless individuals and families seven days a week during the term of this Agreement and administering all tasks in the provisions of the aforementioned public services in compliance with all applicable state and local laws, regulations, rules and ordinances, guidelines, policies, directives, and standards and/or agreements. LICENSEE shall not use the Property for any other purposes without the express written consent of COUNTY. LICENSEE shall perform services in accordance with the Subrecipient Agreements. LICENSEE shall enforce the terms of this Agreement, including the rules attached hereto as Exhibit C (the "Rules").

4. **TERM**: The term of this Agreement shall commence upon COUNTY's final execution of the Agreement, and shall continue for two (2) years, expiring on May 31, 2023, subject to the termination provisions contained herein. In the event COUNTY's Lease is terminated, COUNTY reserves the right to terminate this Agreement without notice.

5. **RENT**: In accordance with Government Code Section 26227 and the Santa Barbara County Board of Supervisors' determination that the operations of LICENSEE are a benefit to the community and in consideration of LICENSEE'S maintenance of the Property and provision of services for homeless individuals and families, base rent shall be waived during the term.

Should, for any reason, the Santa Barbara County Board of Supervisors determine that the services provided by LICENSEE are no longer a benefit to the community, or, should the aforementioned Government Code Section be repealed or replaced such that LICENSEE no longer qualifies for the rights granted hereunder, LICENSEE shall pay fair market rent for the Property, or terminate this License upon thirty (30) days written notice to COUNTY.

6. **PROPERTY SUITABILITY**: LICENSEE has investigated the Property and has determined that it is suitable for LICENSEE'S intended operations as an Emergency Sheltering Option for COVID-19 response, ("Program") and therefore, LICENSEE hereby accepts, by way of executing this Agreement, the Property, in its existing condition.

LICENSEE ACKNOWLEDGES THAT, EXCEPT AS STATED HEREIN, COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION OF THE PROPERTY, OR THE SUITABILITY OF SAME FOR THE INTENDED USE BY

LICENSEE.

7. ABANDONMENT: LICENSEE shall not abandon, vacate, surrender or assign use of the Property at any time during the term of this Agreement. If LICENSEE does abandon, vacate, surrender or assign use of the Property, this Agreement and all of LICENSEE'S rights thereto shall terminate at the option of COUNTY. Except as set forth in Section 25. TERMINATION, any personal property belonging to LICENSEE and left on the Property more than thirty (30) days after LICENSEE vacates the Property, shall be deemed abandoned at the option of COUNTY, and title shall pass to COUNTY. This provision shall also apply to personal property left after the termination, or other expiration of this Agreement.

8. NONINTERFERENCE: LICENSEE agrees not to use, nor permit those under its control, including, but not limited to, its employees, clients, tenants, invitees, volunteers, guests, agents and/or independent contractors, to use any portion of the Property in any way which interferes with other COUNTY operations on the Property. Such interference shall be deemed a material breach, and LICENSEE shall terminate said interference immediately upon notice from COUNTY.

9. UTILITIES:

A. COUNTY shall provide utilities to LICENSEE, subject to COUNTY'S right to reimbursement from LICENSEE utility usage costs and fees. The term "utilities" shall include, electricity, gas, sewer and water but does not include trash service, telephone, cable and internet services including WiFi.

10. MAINTENANCE AND REPAIR: The Property is accepted by LICENSEE in its current condition. LICENSEE is responsible for all maintenance and repair to the Property, except as set forth in Section 9. UTILITIES. LICENSEE is not obligated to repair existing defects on the Property except as may be necessary to maintain the Property in a safe and habitable condition. COUNTY, its elected officials, officers, agents, employees and representatives, attorneys and contractors or its designees reserve the right to enter the Property at all reasonable times to inspect the Property, and LICENSEE agrees that it will facilitate any such inspection. If any improvements on the Property are damaged or removed by LICENSEE, its authorized agents, employees, contractors, or guests, the improvements on the Property shall be restored or replaced by LICENSEE to as near the original condition as existed prior to the use of the Property by LICENSEE and to the satisfaction of the COUNTY.

11. ASSIGNMENT/SUBLICENSE: LICENSEE shall not assign, license, sublicense, pledge as security, sublease or lease the Property or any part thereof or any right or privilege appurtenant thereto without COUNTY'S prior written consent. A consent by COUNTY to one assignment shall not be deemed to be a consent to any subsequent assignment. Any such action made contrary to this section shall be null and void.

12. SUCCESSORS IN INTEREST: This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the respective parties and to any government or private organization into which LICENSEE may be merged.

13. INSURANCE AND INDEMNIFICATION: LICENSEE agrees to the indemnification and insurance provisions as set forth in EXHIBIT B attached hereto and incorporated herein by reference.

14. NONDISCRIMINATION: LICENSEE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara County 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, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefor. LICENSEE shall also comply with applicable State or Federal laws, rules and regulations regarding nondiscrimination.

15. ENVIRONMENTAL IMPAIRMENT: LICENSEE shall comply with all applicable laws, regulations, ordinances, guidelines, policies, directives, standards, rules and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request by COUNTY. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property due to LICENSEE 's use and occupancy, LICENSEE shall clean all Property affected to the satisfaction of COUNTY and any governmental body having jurisdiction therefor. LICENSEE shall indemnify, hold harmless, and defend COUNTY from and against any and all claims, demands, causes of action, damages, costs, expenses (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, consulting, engineering and construction costs), judgments, or liabilities incurred by COUNTY arising out of, in connection with, or related to LICENSEE'S breach of this section, or arising out of, in connection with, or related to any such discharge, leakage, spillage, emission or pollution due to LICENSEE'S use and occupancy, regardless of whether such claim, demand, cause of action, damage, cost, expense, judgment or liability arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

16. TOXICS: LICENSEE shall not manufacture or generate hazardous wastes on the Property. LICENSEE shall be fully responsible for any hazardous wastes, substances or materials as defined under state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by LICENSEE, its officers, agents, representatives, employees, volunteers, independent contractors, designees or guests on the Property during the term of this Agreement, and shall comply with and be bound by all applicable provisions of such state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. LICENSEE shall notify COUNTY 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.

17. DAMAGE TO PROPERTY: LICENSEE shall protect and be responsible for any loss, destruction, or damage to Property that results from, or is caused by LICENSEE'S willful

misconduct or negligent acts or omissions or from the failure on the part of LICENSEE to maintain and administer the Property in accordance with sound management practices. If any improvements on the Property are damaged or removed by LICENSEE, its authorized agents, employees, contractors, or guests, the improvements on the Property shall be restored or replaced by LICENSEE to as near the original condition as existed prior to the use of the Property by LICENSEE and to the satisfaction of the COUNTY. Notwithstanding anything to the contrary herein, LICENSEE shall be liable to COUNTY for any damages resulting from damage to Property, which damages result from or are caused by LICENSEE'S willful misconduct or negligence. LICENSEE shall ensure that the Property are returned to COUNTY in like condition to that in which it was furnished to LICENSEE, reasonable wear and tear excepted. LICENSEE shall repair or make good any such damage, destruction or loss of any of the Property, and shall do so without requesting contribution from COUNTY or assistance from COUNTY officers or employees.

Upon the loss or destruction of, or damage to any portion of the Property, LICENSEE shall notify the COUNTY thereof and shall take all reasonable steps to protect the Property from further damage

18. COMPLIANCE WITH THE LAW: LICENSEE shall comply with all applicable laws, rules, regulations and ordinances all as amended, affecting the Property now or hereafter in effect. In addition, LICENSEE shall comply with all applicable COUNTY security programs and policies regarding the Property.

19. NOTICES: Any notice to be given to the parties shall be in writing and shall be served, either personally or by mail, to the following:

COUNTY: County of Santa Barbara  
Department of Community Services  
105 East Anapamu Street #105  
Santa Barbara, CA 93101

CONTRACTOR: Executive Director  
Good Samaritan Shelter  
245 E.Inger Drive, Suite #103B  
Santa Maria, CA 93456

or to the parties at such other place as may be designated in writing. Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

20. DEFAULT: Except as otherwise required herein, should LICENSEE at any time be in material default hereunder with respect to any covenant contained herein, COUNTY shall give notice to LICENSEE specifying the particulars of the default and LICENSEE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, this Agreement shall terminate at the option of the

COUNTY; unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case LICENSEE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

21. REMEDIES: In the event of a default or breach, either party may exercise any right or remedy at law or in equity which such party may have by reason of such default or breach including but not limited to the following:

A. The nondefaulting party may waive the default or breach in accordance with Section 23, WAIVER, herein below.

B. The nondefaulting 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 COUNTY is the nondefaulting party, COUNTY may terminate the Agreement and LICENSEE shall surrender use of and vacate the Property within THIRTY (30) days of receipt of written notice of termination from COUNTY.

22. WAIVER: It is understood and agreed that any waiver of any term of this Agreement or any default or breach of this Agreement shall not be deemed to be a waiver of any continuing or subsequent default or breach or of any other provision of this Agreement. Waivers of provisions of this Agreement must be in writing and signed by the Director of COUNTY's Community Services Department or his designee and LICENSEE.

23. AMENDMENTS: This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

24. TERMINATION: This Agreement shall terminate and all rights of LICENSEE shall cease and LICENSEE shall quietly and peacefully deliver to COUNTY, possession and interest in the Property:

A. Upon expiration or earlier termination of the Agreement as provided in Section 4. TERM; or

B. Upon the expiration of Thirty (30) days after delivery of written notice to terminate by either party which notice may be for convenience, or for a mutually agreed upon termination cause; or

C. Upon abandonment of the Property as provided in Section 8. ABANDONMENT;  
or

D. Upon LICENSEE'S default as provided in Section 21. DEFAULT, and in Section 22. REMEDIES; or

E. As provided in Section 26. DESTRUCTION of Property.

F. Upon termination of the separate Subrecipient Agreement between COUNTY and LICENSEE providing up to \$1,229,400 in grant funding for the establishment, maintaining and operation of the Emergency Shelter, as it may be amended, replaced or restated from time to time.

Upon termination of this Agreement, as set forth in either this Section or Sections above, all rights of LICENSEE to occupy the Property shall cease, and LICENSEE shall quietly and peacefully deliver to COUNTY possession of the Property including all fixtures, furniture and equipment in or about the Property that was either in or about the Property when LICENSEE took

possession of the Property or that was paid for with funds provided by COUNTY, and such fixtures, furniture and equipment shall be deemed to be the property of the COUNTY.

Notwithstanding the above, the parties may extend this Agreement in writing.

25. DESTRUCTION: If the Property is partially or totally destroyed by fire or other casualty, this Agreement, at the option of LICENSEE, shall terminate. If LICENSEE chooses to terminate the Agreement then LICENSEE, at COUNTY'S option, shall remove all of LICENSEE'S structures and equipment from the Property and shall return the Property to its original condition as near as is practical.

26. AGENCY DISCLOSURE: LICENSEE acknowledges that the COUNTY is not its agent in this transaction nor does it provide legal representation to LICENSEE. LICENSEE has had the opportunity to consult with its own attorneys regarding this Agreement. COUNTY is neither the agent for LICENSEE nor a dual agent in this transaction and has not provided legal advice to LICENSEE.

27. SURRENDER OF THE PROPERTY: Upon expiration or termination of this Agreement, LICENSEE shall vacate and surrender possession of, and any claim to the Property, leaving it in good condition, except for ordinary wear and tear.

28. CAPTIONS: The title or 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.

29. 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.

30. 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 COUNTY and LICENSEE to its terms and conditions or to carry out duties contemplated herein.




11/15/21

IN WITNESS WHEREOF, COUNTY and LICENSEE have executed this Agreement by the respective authorized representatives as set forth below to be effective as of the date executed by COUNTY.

“COUNTY”  
COUNTY OF SANTA BARBARA

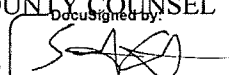
ATTESTED:  
MONA MIYASATO  
CLERK OF THE BOARD OF SUPERVISORS

By:   
Bob Nelson, Chair  
Board of Supervisors


By:   
Deputy Clerk

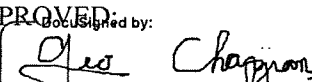
Date: 6.15.21

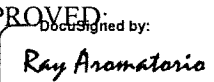
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

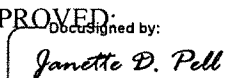
By:   
Scott Greenwood  
Deputy County Counsel

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

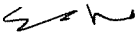
By:   
C. Edwin Price, Jr.  
Deputy Auditor-Controller

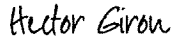
APPROVED:  
By:   
George Chapjian, Director  
Community Services Department

APPROVED:  
By:   
Ray Aromatorio, ARM, AIC  
Risk Manager

APPROVED:  
By:   
Janette Pell, Director  
General Services Department

“LICENSEE”  
GOOD SAMARITAN SHELTER

DocuSigned by:  
  
By: \_\_\_\_\_  
30A0156ACCF04BA...  
Sylvia Barnard  
Executive Director

DocuSigned by:  
  
By: \_\_\_\_\_  
E3F4BFF54E7F4CC...  
Hector Giron  
Chief Financial Officer



## EXHIBIT "B"

### Indemnification and Insurance Requirements

#### INDEMNIFICATION

LICENSEE agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY 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 attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. LICENSEE's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

LICENSEE shall notify COUNTY 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.

#### INSURANCE

LICENSEE shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LICENSEE's operation and use of the leased premises. The cost of such insurance shall be borne by the LICENSEE.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if LICENSEE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Property Insurance:** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision

If the LICENSEE maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the LICENSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LICENSEE’s insurance at (least as broad as ISO Form CG 20 10).
2. **Primary Coverage** – For any claims related to this Agreement, the LICENSEE’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the LICENSEE’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – LICENSEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said LICENSEE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the LICENSEE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – LICENSEE shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the LICENSEE’s obligation to provide them. The LICENSEE shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

## EXHIBIT "C"

### HOUSE RULES & REGULATIONS

The following House Rules & Regulations have been developed for the benefit and safety of our occupants and to clarify issues relating to safety, occupancy, noise, and maintenance. The rules and regulations are addendum to your License Agreement. Failure to comply with these House Rules and Regulations constitutes a material breach of your License Agreement and can, at the COUNTY's election, result in the termination of the Agreement.

#### OCCUPANCY, USE RESTRICTIONS

1. Each unit shall be used solely for residential purposes. No unit shall be occupied or used in such a manner as to annoy, obstruct, and interfere with the quiet enjoyment of other occupants.
2. No illegal activity will be permitted. No residence or any part of the common area of the community shall be used for any business, commercial or non-residential purpose.
3. Licensee agrees to comply with all of the requirements, ordinances, and statutes of all local, state and federal authorities while on or about the Premises.
4. Garage, moving, and/or yard sales may not be conducted anywhere on the Premises or on the property of which the Premises are a Part.
5. Clotheslines, refuse containers, radio or TV apparatus, sunshades, awnings, and other exterior installations of any kind on the Premises are prohibited. No towels, clothing, rugs, etc. shall be hung from railings. All furniture, surf boards, or bulky items are prohibited on balconies and open patios.
6. Signs or advertising of any kind shall not be affixed to or visible from, any part of the Premises, or any vehicle on the Premises with the exception of political signage.
7. Licensee shall have no right of storage under the Agreement with reference to any area outside the Premises.

#### NOISE, ILLEGAL DRUGS, AND OTHER NUISANCE

8. Licensee shall assure that each occupant, member of a occupant's household, guest, as well as persons under Licensee's control refrains from:
  - a. Use or possession of illegal drugs in, upon, or about the Premises or the complex of which it is a part.
  - b. Creating or allowing the creation of live music involving electronic amplification from or about the Premises or the complex of which it is part;
  - c. The operation of TV, CD player, VCR, and/or other sound emitting device in a manner that results in sound being projected beyond the walls of the Premises;

- d. Loud, unruly, or disturbing gatherings or other activities;
- e. Failure to control any employee(s), volunteer(s), resident(s), guest(s), or invitee(s) so that they do not cause damage and do not unreasonably disturb owners or occupants of neighboring properties;
  - f. Use of the Premises for any business, commercial, or other non-residential purpose.
  - g. Violation of any law, statute, or ordinance pertaining to the use of the Premises.
  - h. Keeping or storing hazardous, toxic, or combustible materials (other than normal household items) in or about the Premises or otherwise on the property in which the Premises is located.
9. Licensee shall not permit playing of any musical instruments, or stereo, television, radio, video game or electronic device in such a manner as to be disturbing or annoying to other residents or owners or occupants of neighboring properties during any hour of the day or night.
10. Under school age persons are not to be left alone on the community grounds or in the Premises. No person shall be permitted to play in garden areas, entryways, sidewalks, driveways, carport, and trash areas.
11. The activities and conduct of Licensee's employees, occupants, guests and their respective household members and invitees, must be reasonable at all times and not annoy or disturb other persons.
12. Lounging, playing or loitering in the halls, on the front steps, or in common areas in such a way as to interfere with the free use, enjoyment, passage or convenience of any person or occupant or guest/invitee is prohibited. No persons shall be allowed on or about the roofs, failure to abide by this regulation could result in injury and/or assessment of roof repair expenses.
13. Licensee shall pay for any broken, damaged or missing articles provided by COUNTY and for damages to the building, its fixtures, furniture or equipment caused by Licensee, Licensee's guest/invitees or member of Licensee's family. Payment for corrective action is due and payable on demand.
14. No alterations or improvements shall be made by Licensee without the prior written consent of COUNTY. For purposes of this paragraph, alterations and improvements shall include but not be limited to the following:
  - a. Installation of television, CB or telephone antennas.
  - b. The use of adhesive fasteners, heavy nails, molly bolts, screws or fastening devices on wall, ceilings or woodwork.
  - c. The boring, marring or puncturing of any part of the equipment, furnishings, fixtures,



cabinetry, walls or ceilings.

d. Adding, changing or altering locks installed on doors of building.

e. Redecoration or painting.

f. Replacement of any part of the equipment or furnishings.

15. Licensee is responsible for and shall reimburse COUNTY for costs related to any drain or plumbing fixture which becomes obstructed or blocked during occupancy. Licensee shall reimburse upon demand from COUNTY all costs involved in clearing such blockage and/or repairing the plumbing fixtures as a result of such blockage.

16. No window shall be covered with paper, foil tinting or any other material.

17. Entrances, hallways, walkways, stairway, landings and other public areas SHALL NOT be obstructed or used for any purpose other than entering and exiting.

#### **DRIVEWAYS, PARKING, AND CARPORTS**

18. PLEASE DRIVE CAREFULLY! Unlicensed, uninsured, disabled, unregistered or inoperable vehicles are prohibited on the Premises.

19. Employees, volunteers and guests shall park on the street or in the areas designated for guest parking.

20. Vehicles must be parked within the designated individual parking space. Vehicles parked outside the lines, occupying more than one space or blocking traffic may be towed at the vehicle owner's expense.

21. Automobiles and motorcycles SHALL NOT be driven or parked on common areas, patios, sidewalks or lawn areas. Any damage resulting from a violation of this rule will be assessed to the Licensee.

22. Parking and/or storage of boats, campers, trailers, motor homes, recreational vehicles, large trucks, or commercial vehicles of any kind is not permitted anywhere on the Premises. Abandoned vehicles will be subject to removal at vehicle owner's expense.

23. No repairs of any motor vehicle, including changing oil, will be permitted at any time on the Premises. Repairs and/or cleanup of the pavement due to negligence will be charged to the vehicle owner.

24. Car washing on Premises is **PROHIBITED**.

25. Activities (i.e. Skateboards, football etc.) are not allowed in or around the streets, driveways, carport, or trash areas.

#### **KITCHEN APPLIANCES**

26. Licensee shall be responsible at its own expense for keeping drains and garbage disposal clear of items that may tend to cause stoppage.
27. Only dishwasher safe items should be placed in the dishwasher. Please use only detergent specifically for dishwashers.

### **SMOKE DETECTORS**

28. Smoke detectors are provided in each bedroom for the safety of residents. Please check these alarms regularly to assure they are in proper working order. Licensee must notify COUNTY immediately, in writing, of any defect, malfunction or failure of such smoke detectors. Battery replacement is the responsibility of the Licensee.

### **REFUSE**

29. Please discard all refuse INSIDE the trash containers/receptacles. Break down and/or flatten cartons and boxes before placing them in the receptacles. Items too large to fit in the dumpster should be removed from community grounds by the Licensee.

### **LAUNDRY FACILITIES (if applicable)**

30. On-site laundry rooms are available for use by Licensee, its occupants and its employees and/or volunteers only. In order to provide maximum convenience, clothing should be promptly removed from the machines. To avoid possible loss or damage, do not leave items unattended. Do not launder rugs, bedspreads and other heavy articles, as they may cause damage to the machines. Do not use tints or dyes. No heavily soiled clothing should be cleaned in the laundry facilities, please arrange to have these items cleaned by other means. Washing machines should be left clean and free of soap after each use. Clean the lint trap after using the dryer. Please dispose of soap boxes, bleach containers, etc. in trash cans. Equipment failure and/or damage should be reported to the management office immediately. No smoking is allowed in the laundry room.

### **SAFETY**

31. Decks, stairways, walkways, and doorways are to be kept free of all personal property and debris for security access and fire inspection. This includes brooms, mops, bags of trash, flower pots, etc.
32. COUNTY reserves the right to restrict the use of barbecues on patios, balconies, and in the common areas.
33. Licensee shall not keep or store hazardous, toxic or combustible materials such as gasoline, paints, or pesticides on the Premises nor shall Licensee unlawfully dispose of hazardous materials on or about the Premises.

### **PETS**

34. Excepting Service or Emotional Support Animals, no animal or pet of any kind, including but not limited to dogs, cats, parrots and other birds or animals, are permitted on the Premises without prior written approval of COUNTY.

#### **LICENSEE KEYS — LOCKOUTS**

35. If Licensee is unable to gain entry to Premises and requests to unlock the Premises after normal business hours, Licensee may, at its expense call a locksmith to gain entry. All keys or locks replaced by management will be Licensee's expense. If locks are changed by a Licensee, a key must be registered with COUNTY immediately.

#### **WATERBEDS**

36. Waterbeds are only allowed with COUNTY's prior written approval and proof of insurance for liability and water damage naming the COUNTY as additional co-insured.