

Names: Ovette Baluyut and Daynah Sandoval-Baluyut
Address: 2706 E. Tregallas Road
City: Antioch, CA 94509

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RENTAL AGREEMENT

This Agreement is hereby executed in duplicate on _____, by and between CONTRA COSTA COUNTY hereinafter designated as "COUNTY," and the undersigned, designated as "TENANTS," who hereby agree to rent property owned by COUNTY, described as follows: 2706 E. Tregallas, Road, Antioch, CA 94509, Assessor's Parcel No. 068-151-017, designated as "PREMISES".

TENANTS hereby jointly and severally approve, agree, and consent to the following terms and conditions:

1. TERM: The term of this tenancy shall be month to month, commencing at the close of escrow number 10-334720-DH held with Fidelity National Title Company, 501 Sycamore Valley Road West, Danville, CA 94526 and continuing through the vacation of the PREMISES by TENANTS. The tenancy shall terminate on June 30, 2011, if not terminated earlier in accordance with the termination and vacation provisions of this agreement.

2. RENT: The rent for the use of the above PREMISES shall be as follows:

Close of escrow through March 31, 2011:	\$0.00
April 1, 2011 through vacation:	\$2,500.00/month

TENANTS agree that said rent will be paid from the \$10,000 held in escrow with Fidelity Title Company each calendar month as long as tenancy continues. Once TENANTS vacate the PREMISES a check or money order with the prorated amount, if applicable, should be made by Fidelity National Title Company payable to CONTRA COSTA COUNTY and mailed to:

CONTRA COSTA COUNTY
Public Works Department
Attention: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553

3. UTILITIES: TENANTS shall pay promptly when due all gas, electric; water, garbage and other utility bills applicable to the PREMISES during TENANTS' occupation and TENANTS shall save COUNTY harmless therefrom.
4. REPAIRS AND MAINTENANCE: The PREMISES are rented on an "AS IS" basis. TENANTS acknowledge that, as of the commencement of this Agreement, the PREMISES are in a condition fit for human occupation and in a clean and tenantable condition.

TENANTS shall keep PREMISES in a clean, decent, safe, and sanitary condition, free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin. TENANTS shall maintain and repair the interior and exterior of the PREMISES including, but not limited to, windows, plumbing, and electrical lighting and wiring. TENANTS shall maintain landscaping and perform weed abatement to the demised PREMISES.

TENANTS shall not charge to the COUNTY the cost of any repair work performed or ordered done by the TENANTS without the express prior written approval of the COUNTY to do so.

TENANTS shall take every care to prevent fires and not keep gasoline, solvents or other combustible materials or substances on the PREMISES. In the event that the PREMISES are destroyed by fire, this Agreement shall immediately terminate. TENANTS shall not allow non-operating vehicles or parts thereof to remain on the PREMISES.

5. SUBLETTING: TENANTS shall not assign this tenancy or any interest therein and shall not sublet said PREMISES or any part thereof. Any such assignment or subletting without the COUNTY's consent shall be void and shall, at COUNTY's option, terminate this tenancy.
6. ALTERATIONS: TENANTS agree not to make or suffer any alterations to be made in or on said PREMISES without first obtaining the written consent of COUNTY.
7. TERMINATION BY TENANTS: TENANTS will give the COUNTY fifteen (15) days written notice of intention to move or vacate the PREMISES. Upon vacating, Tenants agree to leave same in a neat, clean, orderly condition, allowing, of course, for ordinary and normal usage during occupancy; and to reimburse COUNTY for any damage done to said PREMISES caused by TENANTS' occupancy or tenancy, other than that due to normal use. Upon vacating, TENANTS agree to restore PREMISES to the same or better condition.
8. USE OF PREMISES: TENANTS agree to subscribe to an authorized garbage disposal service on a weekly basis. TENANTS will keep and maintain PREMISES and all landscaping in a neat, clean, and orderly condition at all times during occupancy, and not permit rubbish, garbage, weeds, etc., to accumulate at any time; nor commit, suffer or permit any waste of said PREMISES or any acts to be done in violation of any laws or ordinances; nor use or permit the use of said PREMISES for any illegal or immoral purposes, including but not limited to illegal use or sale of drugs. TENANTS shall comply with all State laws and local ordinances concerning said PREMISES and the use thereof.

TENANTS agree not to support, permit or maintain any nuisance on/or about any part of the PREMISES. TENANTS further agree to conduct and cause other persons who are on the PREMISES with his consent to conduct themselves in a manner, which will not disturb his neighbors' peaceful enjoyment of their accommodations and which will be conducive to maintaining the PREMISES in a decent, safe, and sanitary condition.

9. LIQUID-FILLED FURNITURE: No liquid-filled furniture shall be kept on the PREMISES without express written permission of the COUNTY through execution of a Waterbed Agreement signed by TENANTS and COUNTY. COUNTY reserves the right to deny this permission.

10. **HOLD HARMLESS:** TENANTS shall defend, indemnify, save, protect, and hold harmless COUNTY, its officers, and employees from any and all claims, costs, and liability, including reasonable attorneys' fees, for any damage, injury or death, including without limitation all consequential damages from any cause whatsoever, to persons or property, arising directly or indirectly from or connected with this Agreement, including, but not limited to, any act undertaken pursuant to the Agreement, or the TENANTS' use or possession of the PREMISES, save and except claims or litigation arising from the sole negligence or sole willful misconduct of COUNTY, its officers or employees, and, if required by COUNTY, will defend any such actions at the sole cost and expense of the TENANTS.
11. **INSURANCE:** COUNTY will not keep TENANTS' personal property insured against fire, or any other insurable risks, and TENANTS waive the right to claim damages from the COUNTY for any damage resulting to said property in the event it is damaged or destroyed by fire or any other cause.

TENANTS waive the right to claim damages from COUNTY for any damage or loss resulting to any property owned by the TENANTS or stored on the PREMISES, in the event that it is damaged, destroyed or lost as a result of fire, theft or any other cause.

TENANTS agree, at no cost to COUNTY, to obtain and maintain during the entire duration of tenancy, Renter's Insurance, including comprehensive liability insurance with a minimum combined single limit coverage of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for all claims or losses due to bodily injury, sickness or disease or death to any person, or damage to PREMISES, including loss of use thereof arising out of each accident or occurrence. Said coverage shall provide for a thirty (30) day written notice to the County of cancellation or lapse. Evidence of such coverage shall be furnished to the County within three (3) days of execution of this Agreement.

12. **NOTICE TO VACATE:** TENANTS agree to vacate said PREMISES at any time within thirty (30) days after receipt of a notice to do so from COUNTY; and failing to vacate as herein provided, agrees that COUNTY, or its authorized agents, may enter upon said PREMISES and remove TENANTS' personal property therefrom and, in this event, TENANTS expressly waive any and all claims for damages against COUNTY, its agents or employees. In addition, TENANTS' rights to relocation benefits, if any, (as set forth in California Government Code Section 7260 et seq. and 42 United States Code section 4601 et seq.) have been explained fully and are understood by TENANTS. TENANTS warrant and represent that TENANTS do not have, nor shall they claim, any further right to relocation benefits arising out of or connected with the occupancy of the PREMISES as TENANTS; and TENANTS knowingly waive any such right or claim. Such waiver does not apply to their benefits as former owners of said PREMISES.
13. **WASTE, QUIET CONDUCT:** TENANTS shall not commit, or suffer to be committed, any waste upon said PREMISES, or any nuisance or other act or thing which may disturb the quiet enjoyment of other residents in the neighborhood.

14. INSPECTION OF PREMISES: COUNTY reserves and shall have the right by its agents or employees to enter on said PREMISES at any and all reasonable times to inspect said PREMISES, after notifying TENANTS at least twenty-four (24) hours in advance of the inspection.

In an emergency, COUNTY may enter the PREMISES at any time without securing prior permission from TENANTS for the purpose of making corrections or repairs to alleviate such emergency.

15. TERMINATION BY COUNTY: COUNTY may terminate this Agreement at any time in the event of a violation on TENANTS' part of any of the terms or conditions herein by giving written notice to TENANTS to surrender possession of the PREMISES.
16. COUNTY'S RIGHT OF ENTRY: TENANTS shall not vacate or abandon the PREMISES at any time during the term of this Agreement. If COUNTY's right of reentry is exercised following abandonment of the PREMISES by TENANTS then COUNTY may consider any personal property belonging to TENANTS and left on the PREMISES to have been abandoned, in which case COUNTY may dispose of all such personal property in any manner it shall deem proper and is hereby expressly relieved of all liability for doing so.
17. WAIVER: The waiver by COUNTY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained.
18. WRITTEN AGREEMENT: Neither party has relied on any promise or representation not contained in this Rental Agreement. All previous conversations, negotiations, and understandings are of no further force or effect. This Rental Agreement may be modified only by a writing signed by both parties. The headings of the paragraphs are for convenience only and are not a part of this Rental Agreement; nor shall they be considered in construing the intent of this Rental Agreement.
19. HAZARDOUS SUBSTANCES: TENANTS shall not store, keep, or use hazardous substances on the PREMISES. TENANTS acknowledge that hazardous substances may permanently and materially impair the value and use of real PREMISES.

A "Hazardous Substance" is defined to mean any substance, material or waste, including asbestos and petroleum (including crude oil or any fraction thereof), which is or becomes designated, classified or regulated as being "toxic," "hazardous", a "pollutant" or similar designation under any federal, state or local law, regulation or ordinance.

TENANTS agree to defend, save, protect, indemnify and hold COUNTY harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of COUNTY's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of TENANTS' activities, in or around any part of the PREMISES, including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any third parties or to any natural resources.

20. PUBLIC USE: TENANTS understand and agree that the property has been acquired for a future public use and will be available as rental property only in the interim between the time of acquisition and its development for public use.
21. SEVERABILITY: The validity or illegality of a provision shall not affect the remainder of the Agreement.
22. TIME IS OF THE ESSENCE of each and all of the terms and provisions of this agreement.

COUNTY OF CONTRA COSTA,
A political subdivision of
the State of California

TENANTS

By: _____
Julia R. Bueren
Public Works Director

By: _____
Ovette Baluyut

RECOMMENDED FOR APPROVAL

By: _____
Daynah Sandoval-Baluyut

By: _____
Karen A. Laws
Principal Real Property Agent

Date: 12/17/10
(Date signed by Tenants)