

RENTAL AGREEMENT

This rental agreement is dated as of November __, 2020 (the "Effective Date"), and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the "County"), and AZAD RAHMAN, RIFFAT RAHMAN and ZAHIN RAHMAN (together, the "Tenants").

Recitals

- A. The County is the owner of the former Motel 6 located at 2101 Loveridge Road, Pittsburg, California (the "Property"). At the time the County acquired the Property, Tenants lived in the portion of Building #1 shown as the "Manager Apartment" on Exhibit A attached hereto (the "Premises").
- B. The County desires to rent to Tenants, and the Tenants desire to rent from the County, the Premises on the terms set forth in this rental agreement.

The parties therefore agree as follows:

Agreement

- 1. Rental. The County hereby rents the Premises to Tenants and Tenants hereby rent from the County, the Premises on the terms and conditions set forth in this rental agreement.
- 2. Term. This rental agreement begins on the Effective Date and continues on a month-to-month basis until the Tenants vacate the Premises. Tenants shall vacate the Premises within thirty (30) days after receipt of a notice to do so from the County.
- 3. Rent. Tenants shall pay monthly rent in the amounts set forth below.

| <u>Month</u> | <u>Monthly Rent</u> |
|------------------------------|---------------------|
| November 2020 | \$ 0.00 |
| December 2020 | \$ 0.00 |
| January 2021 | \$500.00 |
| February 2021 and thereafter | \$600.00 |

Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly rent for that month.

Tenant shall pay rent monthly in advance on or before the first day of the month. If any rent is not paid within five (5) days after the due date, a late fee of \$25.00 will be added to the amount due and the total sum will be immediately due and payable to the County. Any rent due and unpaid to the County upon the termination of this rental agreement will be deducted from any remaining unpaid relocation benefits payments.

All checks and money orders are to be made payable to Contra Costa County and mailed to:

Contra Costa County
Public Works Department – Real Estate Division
Attention: Principal Real Property Agent
40 Muir Road, 2nd Floor
Martinez, CA 94553

4. Condition of Premises. The Premises is rented in its “as is” condition. Tenants acknowledge that, of the Effective Date, the Premises are in habitable condition, fit for human occupation and in a clean and tenantable condition. Tenants shall keep the Premises in a clean, decent, safe and sanitary condition, free from the accumulation of debris, fifth, rubbish, garbage, rodents, and vermin.
5. Possession. Tenants are in possession of the Premises.
6. Use of Premises. The Premises may only be used as a personal residence by Tenants and for no other purpose.
7. Subletting. Tenants may not sublet the Premises or assign this rental agreement. Any assignment or subletting will be void and shall, at the County’s option, terminate this rental agreement.
8. Alterations. Tenants may not make or suffer any alterations to be made in or on the Premises without first obtaining the written consent of the County.
9. Liquid-Filled Furniture. Tenants may not keep or suffer any liquid-filled furniture on the Premises without the express written permission of the County. The County reserves the right to deny this permission.
10. Hold Harmless. Tenants shall defend, indemnify, save, protect, and hold harmless the 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 rental agreement, including, but not limited to, any act undertaken pursuant to the rental 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 the County, its officers or employees, and, if required by the County, will defend any such actions at the sole cost and expense of the Tenants.
11. Insurance. The 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 Tenants' property in the event it is damaged or destroyed by fire or any other cause.

Tenants waive the right to claim damages from the 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 the 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 the Premises, including loss of use thereof arising out of each accident or occurrence. Evidence of coverage must be furnished to the County within three (3) days of execution of this rental agreement.

12. Failure to Vacate. If Tenants fail to vacate the Premises within thirty (30) days after receiving a notice to vacate from the County, the County, or its authorized agents, may enter upon the Premises and remove Tenants' personal property therefrom and, in this event, Tenants expressly waive any and all claims for damages against the County, its agents or employees.
13. Relocation Benefits. 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 to, 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. This waiver does not apply to their benefits as former occupants of the Premises.
14. Waste, Quiet Conduct. Tenants may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of other residents in the neighborhood.
15. Inspection of Premises. The County reserves the right by its agents or employees to enter the Premises at any and all reasonable times to inspect the Premises, after notifying Tenants at least twenty-four (24) hours in advance of the inspection.

In an emergency, the 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.

16. Termination. The County may terminate this rental agreement at any time in the event of a violation on Tenants' part of any of the terms or conditions of this rental agreement by giving written notice to Tenants to surrender possession of the Premises.

Tenants will give the County at least thirty (30) days' notice of intention to move or vacate the Premises. Upon vacating, Tenants shall leave the Premises in a neat, clean, orderly condition, allowing, of course, for ordinary and normal usage during occupancy; and shall reimburse the County for any damage done to the Premises caused by Tenants' occupancy or tenancy, other than that due to normal use.

17. County's Right of Entry. Tenants may vacate or abandon the Premises at any time during the term of this rental agreement. If the County's right of reentry is exercised following abandonment of the Premises by Tenants, then the County may consider any personal property belonging to Tenants that has been left on the Premises to have been abandoned, in which case the County may dispose of all such personal property in any manner it deems proper and is hereby expressly relieved of all liability for doing so.
18. Waiver. The waiver by the County of any breach of any term, covenant or condition contained in this rental agreement may not be deemed to be a waiver of any other term, covenant or condition contained in this rental agreement.
19. 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 the County and Tenants. The headings of the paragraphs are for convenience only and are not a part of this rental agreement; nor may they be considered in construing the intent of this rental agreement.
20. Hazardous Substances. Tenants may 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 the 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 the 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 the 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.

21. Severability. In the event that any provision of this rental agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this rental agreement will not in any way be affected or impaired.

22. Time is of The Essence. In fulfilling all terms and conditions of this rental agreement, time is of the essence.

The parties are signing this rental agreement as of the Effective Date.

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

TENANTS

By: _____
Brian M. Balbas
Public Works Director

By: _____
Azad Rahman

By: _____
Riffat Rahman

RECOMMEND FOR APPROVAL

By: _____
Zahin Rahman

By: _____
Jessica L. Dillingham
Principal Real Property Agent

Exhibit A

2101 Loveridge Road,
Pittsburg, CA 94565

