

**TO:** GCSO Board of Directors

**FROM:** Peter Kampa, General Manager

**DATE:** July 9, 2024

**SUBJECT:** Agenda Item 7B: Adoption of a Resolution Approving an  
Employee Housing Rental Policy

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**RECOMMENDED ACTION:**

*I move to adopt resolution 18-2024 approving an Employee Housing Rental Policy.*

**BACKGROUND:**

Due to the lack of rental properties located near the district, and the associated difficulties experienced in the attraction and retention of employees, the district is pursuing the purchase of residential properties to provide temporary rental housing. Bottom line, there are no rentals due to the rapid increase in popularity of short term rentals. In addition, the cost of purchasing the available homes in Groveland is far beyond the financial means of the majority of our employees, especially those in our utility operations where living close to the district is required.

The district currently does not have a policy to implement and employ housing rental program. We were able to find other special districts with housing situations similar to ours, and use much of their policy language that has been tried and tested successful. The draft policy is attached, as is the internal procedure for implementing the policy, as well as the recommended rental agreement. The internal procedure and rental agreement are not part of the policy subject to your approval, and are provided for information only.

**ATTACHMENTS:**

1. Resolution 18-2024
2. Draft Employee Housing Rental Policy
3. Internal Employee Housing Rental  
Procedure
4. Rental Agreement (subject to legal review)

# POLICY

**POLICY TITLE: Employee Housing Rental Policy**

**POLICY NUMBER:**

**ADOPTED: July 9, 2024 - RESOLUTION 18-2024**

## **I. PURPOSE**

To establish a uniform policy and related guidelines for the administration of the Housing Rental Program for District-owned rental housing.

## **II. POLICY**

The Housing Rental Program (“Program”) was established because the District values its workforce and the community it serves. The Program is designed to promote and support recruitment, retention, and living in or near the Groveland- Big Oak Flat area by providing rental housing assistance to the District workforce. To operate this Program, the District may purchase condominiums or other housing units in order to be able to offer safe and affordable rental housing to eligible employees. The total number of rental units in the District’s inventory will be reviewed at least annually by the General Manager. The General Manager shall oversee the Program and designate the Department responsible for administering the Program.

## **III. PROGRAM ELIGIBILITY AND ENROLLMENT**

A. District employees occupying permanent positions who do not own homes located within thirty (30) minutes travel time are eligible to participate in the Program. Employees with special circumstances may request a review of their eligibility by the General Manager. In certain circumstances provided in this Policy, permanent employees working for other public agencies in the Groveland- Big Oak Flat area also may be eligible.

B. Eligible individuals must notify the Program Administrator in writing of their interest in renting a District-owned rental unit (“unit”) to be considered for participation in the Program.

C. Eligible individuals are placed on a wait list in order of when their application is received. When a unit becomes available, the General Manager or their designee will evaluate the operational needs of the District before offering the unit to an eligible employee on the list.

## **IV. PROGRAM TENANCY**

A. When a unit is available, the Program Administrator will notify the selected employee from the list. In the event there are no employees on the list, a notice of availability will be issued to all District employees. If no District employees are interested in the available housing unit, and subject to the General Manager’s approval, the Program administrator shall notify other public agencies in the Groveland- Big Oak Flat area of the availability of the unit.

B. Individuals selected to be tenants must enter into the District’s rental agreement, and comply with all rules, regulations and required notices in the rental agreement, including the provision which requires vacating the rental unit within 30 days after separating from employment. All rental agreements shall be for a month-to-month tenancy.

C. All tenants must provide a security deposit equivalent to one month’s rent as a condition of renting a District-owned rental unit. Upon request, a tenant employed by the District may pay the security deposit in six monthly installments.

D. If pets are allowed in the housing unit, tenants with pets must pay a pet deposit of \$500.00. The District reserves the right in all cases to prohibit the keeping of any pets in a rental unit or to

## **SECTION 300 PERSONNEL POLICIES**

determine that certain types of pets may be excluded. If a rental unit is subject to a homeowners' association (HOA) and the HOA rules and regulations impose limitations on the keeping of pets, the District's tenants will comply with those HOA rules and regulations.

E. Units designated by the District as temporary housing used for recruitment purposes have a maximum rental term of 6 months, unless extended with the approval of the General Manager.

### **V. PROGRAM RENTAL RATE**

A. The Fair Market Rent determined for Tuolumne County by the United States Department of Housing and Urban Development ("HUD") will be the primary consideration used by the District in determining the minimum rent charged for a housing unit. However, if the Tuolumne County HUD Fair Market Rent is insufficient to cover Program costs, monthly rental rates may be adjusted accordingly.

B. The District evaluates the monthly rental rate annually as part of the budget preparation process. This evaluation is conducted to ensure that a minimum level of rent is charged to cover/recover all District costs associated with the Program (e.g., maintenance and repair, refurbishment between tenant occupancies, HOA fees, taxes, etc.). District costs to administer the Program are deemed not to be chargeable rental costs and are excluded from the calculation.

C. If an increase to the subsequent year's rental amount is required, the District will provide notice of not less than 30 calendar days, but not more than 90 calendar days, to the tenant.

**Resolution No. 18-2024**

**A RESOLUTION OF THE GROVELAND COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS APPROVING AN EMPLOYEE HOUSING RENTAL POLICY**

**WHEREAS**, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

**WHEREAS**, the District is authorized in state law to purchase property which is necessary associated with its operation; and

**WHEREAS**, due to the lack of rental homes within the district boundaries and the South county region, the District has determined it operationally necessary to purchase property for the purpose of offering temporary rental housing for employees; and

**WHEREAS**, the District has developed a draft employee housing rental policy for the purpose of establishing guidelines for management staff in administering the employee rental housing program.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Groveland Community Services District adopt resolution 18-2024 approving a Employee Housing Policy.

**PASSED AND ADOPTED** by the Board of Directors of the Groveland Community Services District on July 9, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVE:

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Nancy Mora, Board President

ATTEST:

\_\_\_\_\_  
Rachel Pearlman, Board Secretary

**CERTIFICATE OF SECRETARY**

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on July 9, 2024.

DATED: 7/9/2024

GROVELAND COMMUNITY SERVICES DISTRICT

**Employee Selection for Available Housing Rental Units**

Approved: \_\_\_\_\_

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**I. Purpose**

To describe the process and the criteria for prioritizing the list of eligible employees on the housing rental wait list for available units as referenced in Section III of the Housing Rental Policy.

**II. General Information**

The Housing Rental Policy (Policy) describes the purpose of the employee housing rental program. The Policy establishes that available rental units will be offered to employees on the wait list based on criteria that prioritize the overall operational needs of the District.

**III. Evaluation Process**

When a housing rental unit becomes available or is expected to become available, an internal housing rental committee of no fewer than three people will meet to prioritize the wait list based on the criteria identified in Section IV. This committee will be comprised of the General Manager, the employee housing Program Administrator, and at least one department manager selected by the General Manager.

Once the committee has weighed all relevant factors, and reached a decision, the Program Administrator will notify the employee selected from the wait list.

If the committee determines that none of the criteria in Section IV differentiates one employee from the others on the wait list, employees will be offered the unit in the order in which they requested to be placed on the wait list.

Prioritization of the wait list at the time a unit becomes available will not change the original order of the list for units that become available in the future.

**IV. Selection Criteria**

Selection criteria may include but are not limited to the following:

- Frequency of required stand-by assignments

- Required weekend duties
- Job responsibilities
- Response time to operational or maintenance emergencies
- Urgency of housing need
- Current housing situation
- Order in which the employee requested to be placed on the wait list
- Input from employee's department manager

**GROVELAND COMMUNITY SERVICES DISTRICT**  
**Rental Agreement**  
**(Month-to-Month)**

**THIS RENTAL AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Groveland Community Services District (“Landlord”) and \_\_\_\_\_ (“Tenant”). For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PREMISES.** Landlord owns certain real property and improvements located at \_\_\_\_\_ (“Premises”). Landlord desires to rent the Premises to Tenant, and Tenant desires to rent the Premises from Landlord, upon the terms and conditions contained herein.
  
2. **TERM.** This Agreement commences on \_\_\_\_\_ and continues on a month-to-month basis until terminated. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 calendar days prior to the desired date of termination of the month-to-month tenancy. If Tenant separates from Groveland Community Services District employment, his or her tenancy and this Agreement shall automatically terminate 30 calendar days after the date of separation.

Notices to terminate may be given on any calendar day, regardless of this Agreement’s commencement date. Rent shall continue at the rate specified in this Agreement until the date that this Agreement terminates, or as allowed by law. All other terms and conditions of this Agreement shall remain in effect until the termination date.

3. **RENT.** Tenant shall pay to Landlord the sum of \$ \_\_\_\_\_ per month as rent for the term of this Agreement. The due date for rent payments shall be the first day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant’s obligation to timely pay rent.
  - A. **Manner of Payment.** By Tenant’s initials below, Tenant is selecting one of the following options for making monthly rental payments.
    - i. \_\_\_\_\_ Rent will be paid by Tenant to Landlord at Landlord’s offices at 18966 Ferretti Rd., PO Box 350, Groveland, CA 95321, no later than the first day of each calendar month.
  
    - ii. \_\_\_\_\_ Authorization Agreement for Automatic Draft Payment. Tenant’s rent payment will be automatically deducted on the first day of each calendar month from Tenant’s checking account at no additional charge by Landlord. Tenant is to complete the following Authorization and provide Landlord with a “Voided” check.



Authorization: I (Tenant) hereby authorize Landlord to initiate debit entries to my (Tenant's) checking account indicated below and the depository institution named below ("Depository"), to debit my account for all monthly rental payments.

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Depository Transit / ABA (Routing) Number: \_\_\_\_\_

Depository Account Number: \_\_\_\_\_

Tenant's Signature: \_\_\_\_\_

This Authorization will remain in full force and effect until Landlord has received written notification from Tenant of its termination in such time and in such manner as to afford Landlord and Depository a reasonable opportunity to act on it.

If no selection is made by Tenant, or if the information provided above is incomplete, Subsection 3.A.i. will be how Tenant makes monthly rental payments to Landlord.

- B. Delinquent Rent. If not paid on the first day of each calendar month, rent shall be considered overdue and delinquent on the fifth day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a delinquent charge equivalent to 5% of one month's rent.
- C. Prorated Rent. If the commencement date is not the first of the calendar month, rent payment remitted on the commencement date shall be prorated based on a 30-day period. If the termination date is not the last day of the calendar month, rent payment remitted for the month of termination shall be prorated based on a 30-day period.
- D. Returned Checks. If any payment by Tenant is returned for insufficient funds or if Tenant stops payment, Tenant will pay \$20.00 to Landlord for each such check, plus overdue/delinquent charges, as described in Subsection 3.B. above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future rent payments by cash, money order, or cashier's check.
- E. Order in which Funds are Applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including delinquent charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.

- F. Rent Increases. Landlord may increase the rent by providing written notice to Tenant a minimum of 30 calendar days and no more than 90 days in advance of the effective date.
4. **SECURITY DEPOSIT.** Upon execution of this Agreement, Tenant shall deposit with Landlord a sum equivalent to one month's rent, receipt of which is hereby acknowledged by Landlord as security for any damage caused to the Premises during the term hereof. Landlord may place the security deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord's representative.
- A. Refund. Upon termination of the tenancy, all funds held by the Landlord as a security deposit may be applied to the payment of accrued rent and the amount of damages that the Landlord has suffered by reason of the Tenant's noncompliance with the terms of this Agreement or with all applicable laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- B. Deductions. Landlord may deduct reasonable charges from the security deposit for:
- i. Unpaid or accelerated rent;
  - ii. Delinquent charges;
  - iii. Unpaid utilities;
  - iv. Costs of cleaning, deodorizing, and repairing the Premises and its contents for which Tenant is responsible;
  - v. Pet violation charges;
  - vi. Replacing unreturned keys, garage door openers, or other security devices;
  - vii. The removal of unauthorized locks or fixtures installed by Tenant;
  - viii. Insufficient light bulbs;
  - ix. Packing, removing, and storing abandoned property;
  - x. Removing abandoned or illegally parked vehicles;
  - xi. Other items Tenant is responsible to pay under this Agreement.

If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten calendar days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including delinquent charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

5. **USE OF PREMISES.** The Premises shall be used and occupied solely by Tenant and Tenant's authorized family members as provided in Section 9 of this Agreement. No part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall comply with all applicable laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
6. **PARKING AND STORAGE.** Tenant may occupy up to two off-street parking spaces on the Premises. Off-street parking may not be used for storage or parking of campers, trailers, unserviceable vehicles, or for working on vehicles. Any such use of off-street parking shall be deemed a breach of this Agreement.
7. **NON-SMOKING UNIT.** Smoking is not allowed in the Premises or within 20 feet of the building. Tenant is responsible for any smoke-related repairs and rehabilitation to the Premises if this provision is violated, including Landlord's use of the Security Deposit to remedy any smoke-related damage prior to making the Premises available to a subsequent tenant when it becomes vacant.
8. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Agreement in good order, repair, and in a safe, clean, and habitable condition.
9. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sublet or grant any license to use the Premises without the prior written consent of Landlord. Landlord limits the total number of occupants to two adults or two adults and two children related to Tenant, i.e., spouse, domestic partner, and/or Tenant's children.
10. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
11. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Agreement term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the tenancy herein provided shall abate until possession is provided. Landlord or its agents shall have 30 calendar days in which to provide possession, and if possession is tendered within such time, Tenant agrees to accept the Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.

12. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
13. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, except water, sewer and trash, which shall be maintained by the Landlord.
14. **MAINTENANCE, REPAIR AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Agreement. Without limiting the generality of the foregoing, Tenant shall:
  - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - C. Not obstruct or cover the windows or doors;
  - D. Not leave windows or doors in an open position during any inclement weather;
  - E. Not let the temperature within the unit get below 50 degrees (to avoid frozen pipes and any related damages from frozen pipes). Charges will apply if pipes freeze due to a tenant not keeping their unit properly heated;
  - F. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
  - G. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
  - H. Keep all air conditioning filters clean and free from dirt;
  - I. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purpose for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - J. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
  - K. Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;

- L. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas; and,
- M. Comply with and be bound by all rules and regulations affecting the Premises or the common areas appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them. A copy of the Condominium's Rules and Regulations, and as amended from time to time, is attached hereto and made a part hereof.

Notwithstanding the foregoing, it is the Landlord's obligation to maintain the Premises in a habitable condition. Tenant should contact:

Groveland Community Services District  
Administrative Services Manager  
PO Box 350, 18966 Ferretti Rd., Groveland, CA 95321  
(209) 962-7161

(or current property maintenance service provider designated by Landlord), to report maintenance or repair requests. However, Landlord is not responsible for defective conditions caused by Tenant's wrongful or negligent actions or inactions or those of any person upon the Premises with Tenant's permission.

- 15. **INSURANCE.** Landlord will not insure Tenant against any personal injury or property damage, including that caused by an act or omission of any other tenant or third party, or by any criminal act or activity, or any other cause whatsoever. Tenant is required to obtain renter's insurance starting on the first day of his or her tenancy and to maintain the renter's insurance policy for the duration of the tenancy under this Agreement. Tenant shall pay all renter's insurance premiums. Renter's insurance policy must include a minimum of \$300,000 in personal liability coverage and include Mammoth Community Water District as an additional insured. Tenant shall provide evidence of renter's insurance coverage to District by providing a copy of the in-force policy or certificate of insurance at the commencement of his or her tenancy and by December 1 of each subsequent year during the tenancy.
- 16. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate at the time of loss except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for between Landlord and Tenant up to the time of such injury or destruction of the Premises, with Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. If Landlord exercises its right to repair such uninhabitable portion, the monthly rent shall abate in the proportion that the injured part(s) bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after

which the full rent shall recommence, and the Agreement continue according to its terms.

17. **ACCESS BY LANDLORD.** During the term of this Agreement and any renewal term or terms, Landlord and Landlord's agents shall have the right at all reasonable times and by all reasonable means, with notice under the provisions of applicable state law, to enter the Premises for the following purposes:
- A. Inspect the Premises for condition;
  - B. Make repairs;
  - C. Show the Premises to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
  - D. Exercise a contractual or statutory lien;
  - E. Leave written notice; and
  - F. Seize nonexempt property after default.

Advance notice is not required to respond to an emergency, or if the Tenant has moved out or abandoned the rental unit.

Landlord may prominently display a "For Sale" or "For Rent/Lease" or similarly worded sign on the Premises during the term of this Agreement.

If Tenant fails to permit reasonable access under this section, Tenant shall be deemed to be in breach of this Agreement.

18. **SUBORDINATION OF RENTAL AGREEMENT.** This Agreement and Tenant's interest hereunder are and shall be subordinate to all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
19. **SURRENDER OF PREMISES.** Upon termination of this Agreement, Tenant shall surrender the Premises in as good a condition as it was at the commencement of this Agreement, reasonable wear and tear and damages by the elements excepted.
20. **ANIMALS.** Tenant shall not keep any pets or other animals on the Premises, unless authorized in advance by Landlord. Tenant will pay to Landlord an additional security deposit of \$500.00 if Tenant is allowed to keep pets on the Premises. Condominium Rules and Regulations may impose protocols related to pets and Tenant's responsibilities. No more than two usual household pets such as dogs, cats, fish, or birds will be allowed on the Premises. Tenant is to comply with all applicable rules and regulations imposed by this Agreement, any homeowners' association, and

the County of Tuolumne. Tenant's failure to comply with all applicable rules and regulations may be deemed a breach of Agreement. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24 hours' advance written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Premises caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

As indicated hereunder, initialed by Tenant and Landlord or Landlord's agent, Tenant is authorized by Landlord to maintain pets and has deposited with Landlord the additional security deposit stated in this section:

_____	_____	No pets.	_____	_____	Yes, number of pets: _____
Landlord	Tenant		Landlord	Tenant	

21. **WATERBEDS.** There will be no waterbeds, unless authorized in advance by Landlord in writing. Any exceptions for waterbeds may be subject to additional rules and an increase in the security deposit to protect against the additional risks presented by waterbeds.
22. **QUIET ENJOYMENT.** Tenant, upon payment of all sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
23. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
24. **DEFAULT.** If Landlord breaches this Agreement, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven calendar days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate this Agreement by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven calendar days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity, and/or may immediately terminate this Agreement.
25. **ABANDONMENT.** If, at any time during the term of this Agreement, Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option,

obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may store any personal property left behind for a period of 30 calendar days. If Tenant fails to pick up said property within that time, during which time Landlord shall surrender the same to Tenant cost free, such property, regardless of its value, shall become the property of the Landlord and may be retained or disposed of as the Landlord sees fit.

26. **ATTORNEYS' FEES.** In the event of the institution of any proceedings to enforce this Agreement or any part thereof, the prevailing party in such proceeding shall be entitled to a reasonable attorney fee.
27. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement in the Public Records of any public office. If Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
28. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of California.
29. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
30. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
31. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
32. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
33. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
34. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.
35. **NOTICE.** Any notice required or permitted under this Agreement or under state law shall be delivered to Tenant at the Premises and Tenant's mailing address indicated



herein, and to Landlord at the following address: General Manager, Groveland Community Services District, PO Box 350, 18966 Ferretti Rd., Groveland, CA 95321.

36. **DISCLOSURES.**

A. This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

B. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

*LEAD WARNING STATEMENT: 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 is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

i. LANDLORD'S DISCLOSURE:

a) Presence of lead-based paint and/or lead-based paint hazards:

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the Landlord:

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

ii. TENANT'S ACKNOWLEDGMENT:

\_\_\_\_\_ Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

iii. LANDLORD'S ACKNOWLEDGMENT:

\_\_\_\_\_ Landlord is aware of the Landlord's obligations under 42 U.S.C. 4852d and is aware of the responsibility to ensure compliance.

C. Database Disclosure.

NOTICE: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more, and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. Additional information about sex offenders may be displayed on the Internet at <http://www.meganslaw.ca.gov>.

37. **JOINT AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Agreement, each one shall be individually and completely responsible for the performance of all obligations of the Tenant under this Agreement, jointly with every other Tenant, and individually, irrespective of whether such Tenant is in possession.
  
38. **FOREIGN LANGUAGE NEGOTIATION.** If Landlord and Tenant have negotiated this Agreement primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, pursuant to the California Civil Code, Landlord shall provide Tenant a translation of this Agreement in the language used for the negotiation.

*[Signatures follow on next page]*

LANDLORD:  
Groveland Community Services District

TENANT:

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Signature

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Signature

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Print Name

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Print Name

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Date

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Date

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Tenant's Email

---

Tenant's Mailing Address

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City, State and Zip Code

Attachments: Pamphlet *Protect Your Family from Lead in Your Home*  
Notice & Information about Bed Bugs  
Condominium Rules and Regulations (if applicable)