



City of Industry Property and Housing Management Authority

Regular Meeting Agenda
MARCH 13, 2019
5:00 p.m.

Chairman Raheleh Gorginfar
Vice Chair Phil Cook
Board Member Ken Calvo
Board Member Joseph Emmons
Board Member Erin Schriever

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Authority:

- ▶ **Agenda Items:** Members of the public may address the Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Authority.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the Authority on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Authority from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Authority.

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments
-

5. **BOARD MATTERS**

5.1 Consideration of the Register of Demands for March 13, 2019

RECOMMENDED ACTION: Approve the Register of Demands for March 13, 2019.

5.2 Consideration of the minutes of the February 13, 2019 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration of amendments to existing rental agreements

RECOMMENDED ACTION: Require each existing tenant to execute a new Residential Rental Agreement to maintain residency.

5.4 Update and Discussion Regarding the Demolition and Repair Work to the Kitchen Area at 15702 Nelson Avenue

RECOMMENDED ACTION: Receive and File and Provide Direction, if any.

6. Adjournment. Next regular meeting: Wednesday, April 10, 2019 at 5:00 p.m.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.1

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting March 13, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	51,377.55

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	51,377.55

APPROVED PER CITY MANAGER

**Industry Property and Housing Management Authority
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Check	Date			Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking					
21319	02/13/2019			ROWLAND WATER DISTRICT	\$170.70
	Invoice	Date	Description	Amount	
	2019-00001107	01/30/2019	12/12-01/14/19 SVC - 17217 CHESTNUT	\$107.75	
	2019-00001108	01/30/2019	12/12-01/14/19 SVC - 17229 CHESTNUT	\$62.95	
21320	02/13/2019			SO CALIFORNIA EDISON COMPANY	\$33.02
	Invoice	Date	Description	Amount	
	2019-00001109	02/02/2019	01/03-02/01/19 SVC - 15722 NELSON AVE	\$33.02	
21321	02/13/2019			SOCALGAS	\$12.76
	Invoice	Date	Description	Amount	
	2019-00001110	02/07/2019	01/07-02/05/19 SVC - 15722 NELSON AVE	\$12.76	
21322	02/13/2019			WALNUT VALLEY WATER DISTRICT	\$20.54
	Invoice	Date	Description	Amount	
	3247160	02/06/2019	01/03-01/31/19 SVC - 20137 WALNUT DR	\$20.54	
21323	02/20/2019			WELLS FARGO	\$555.39
	Invoice	Date	Description	Amount	
	IPH-01/17/19	02/03/2019	TEMPORARY HOUSING FOR TENANTS OF 16224 TEMP	\$555.39	
21324	02/27/2019			INDUSTRY PUBLIC UTILITY COMMISSI	\$81.88
	Invoice	Date	Description	Amount	
	2019-00001156	02/15/2019	01/10-02/10/19 SVC - 16000 E TEMPLE AVE C	\$81.88	
21325	02/27/2019			SO CALIFORNIA EDISON COMPANY	\$15.41
	Invoice	Date	Description	Amount	

**Industry Property and Housing Management Authority
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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	2019-00001157	02/13/2019	01/11-02/12/19 SVC - 20137 E WALNUT DR S	\$15.41
21326	03/13/2019		ABORTA-BUG PEST CONTROL	\$225.00
	Invoice	Date	Description	Amount
	12189	02/06/2019	RODENT TRAP CHECK - 15652 NELSON AVE	\$75.00
	12194	02/12/2019	RODENT TRAP CHECK - 16238 TEMPLE AVE	\$75.00
	12195	02/12/2019	RODENT TRAP CHECK - 16224 TEMPLE AVE	\$75.00
21327	03/13/2019		CHAD'S PROFESSIONAL CLEANING	\$295.00
	Invoice	Date	Description	Amount
	102	02/04/2019	CARPET CLEANING - 16224 TEMPLE AVENUE	\$295.00
21328	03/13/2019		CNC ENGINEERING	\$9,535.00
	Invoice	Date	Description	Amount
	458168	02/14/2019	IPHMA ISSUES - VARIOUS HOUSES	\$9,535.00
21329	03/13/2019		ENVIROCHECK, INC	\$1,945.00
	Invoice	Date	Description	Amount
	165323	01/31/2019	MOLD INSPECTION & SAMPLING - 16224 TEMPLE AVE	\$1,350.00
	165433	01/31/2019	MOLD INSPECTION & SAMPLING - 16224 TEMPLE AVE	\$595.00
21330	03/13/2019		INDUSTRY PUBLIC UTILITIES	\$1,152.12
	Invoice	Date	Description	Amount
	2019-00001195	02/15/2019	12/17-02/15/19 SVC - 16200 TEMPLE AVE CONDOS A & E	\$146.16
	2019-00001196	02/15/2019	12/17-02/15/19 SVC - 16200 TEMPLE AVE CONDOS D & C	\$90.96
	2019-00001197	02/15/2019	12/17-02/15/19 SVC - 16212 TEMPLE	\$150.18
	2019-00001198	02/15/2019	12/17-02/15/19 SVC - 16227 TEMPLE	\$80.46

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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	2019-00001199	02/15/2019	12/17-02/15/19 SVC - 16229 TEMPLE	\$90.96
	2019-00001200	02/15/2019	12/17-02/15/19 SVC - 16217 TEMPLE	\$82.56
	2019-00001201	02/15/2019	12/17-02/15/19 SVC - 16218 TEMPLE	\$93.06
	2019-00001202	02/15/2019	12/17-02/15/19 SVC - 16220 TEMPLE	\$80.46
	2019-00001203	02/15/2019	12/17-02/15/19 SVC - 16224 TEMPLE	\$74.42
	2019-00001204	02/15/2019	12/17-02/15/19 SVC - 16242 TEMPLE	\$82.82
	2019-00001205	02/15/2019	12/17-02/15/19 SVC - 16238 TEMPLE	\$76.52
	2019-00001206	02/15/2019	12/17-02/15/19 SVC - 14063 PROCTOR	\$103.56
21331	03/13/2019		IPHMA - PAYROLL ACCOUNT	\$3,500.00
	Invoice	Date	Description	Amount
	FEB-19	02/26/2019	REIMBURSE PAYROLL - FEBRUARY 2019	\$3,500.00
21332	03/13/2019		JACOB CORTEZ	\$299.13
	Invoice	Date	Description	Amount
	02/19/19	02/19/2019	REFUND FOR JANUARY 2019 RENT -UNABLE TO OCCU	\$299.13
21333	03/13/2019		KLINE'S PLUMBING, INC.	\$1,983.52
	Invoice	Date	Description	Amount
	10980	01/24/2019	EMERGENCY PLUMBING SVC - 16224 TEMPLE AVE	\$480.00
	10984	01/24/2019	EMERGENCY PLUMBING SVC - 16224 TEMPLE AVE	\$828.52
	10993	02/08/2019	EMERGENCY PLUMBING SVC - 16224 TEMPLE AVE	\$675.00
21334	03/13/2019		LA PUENTE VALLEY COUNTY WATER	\$497.16
	Invoice	Date	Description	Amount
	2019-00001241	02/15/2019	12/17-02/15/19 SVC - 15702 NELSON	\$86.27
	2019-00001242	02/15/2019	12/17-02/15/19 SVC - 15714 NELSON	\$68.45

**Industry Property and Housing Management Authority
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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	2019-00001243	02/15/2019	12/17-02/15/19 SVC - 15722 NELSON	\$44.60
	2019-00001244	02/15/2019	12/17-02/15/19 SVC - 15730 NELSON	\$48.08
	2019-00001245	02/15/2019	12/17-02/15/19 SVC - 15736 NELSON	\$86.27
	2019-00001246	02/15/2019	12/17-02/15/19 SVC - 15652 NELSON	\$163.49
21335	03/13/2019		LOWE'S/SYNCHRONY BANK	\$7,397.78
	Invoice	Date	Description	Amount
	983127	01/15/2019	NEW FLOORING - 17229 CHESTNUT ST	\$6,968.67
	993488	01/24/2019	NEW DISHWASHER - 15702 NELSON AVE	\$467.07
	917696	01/31/2019	ACCT ADJUSTMENT - 17229 CHESTNUT ST	(\$37.96)
21336	03/13/2019		MOM'S APPLIANCE REPAIR	\$940.00
	Invoice	Date	Description	Amount
	1517	01/09/2019	INSPECT DISHWASHER FOR REPAIR - 15702 NELSON /	\$260.00
	1518	01/25/2019	REPAIR REFRIGERATOR - 15736 NELSON AVE	\$680.00
21337	03/13/2019		RESTORATION 1 OF THE FOOTHILLS	\$8,636.00
	Invoice	Date	Description	Amount
	30436	01/25/2019	WATER LEAK REPAIR - 16224 TEMPLE AVE	\$5,571.00
	30476	02/28/2019	WOOD TREATMENT DUE TO MOLD - 15702 NELSON AV	\$3,065.00
21338	03/13/2019		ROWLAND WATER DISTRICT	\$163.00
	Invoice	Date	Description	Amount
	2019-00001207	02/27/2019	01/14-02/13/19 SVC - 17217 CHESTNUT ST	\$97.25
	2019-00001208	02/27/2019	01/14-02/13/19 SVC - 17229 CHESTNUT ST	\$65.75
21339	03/13/2019		SATSUMA LANDSCAPE & MAINT.	\$13,009.14

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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	Invoice	Date	Description	Amount
	0219EHNHCS	02/26/2019	FEBRUARY 2019 LANDSCAPE MAINTENANCE	\$13,009.14
21340	03/13/2019		STANLEY STEEMER LOS ANGELES CC	\$610.00
	Invoice	Date	Description	Amount
	859421	02/15/2019	DUCT CLEANING - 16224 TEMPLE AVE	\$610.00
21341	03/13/2019		SUNRISE ROOFING	\$300.00
	Invoice	Date	Description	Amount
	2/28/19	02/28/2019	ROOF INSPECTION & REPAIR - 15702 NELSON AVE	\$300.00

Checks	Status	Count	Transaction Amount
	Total	23	\$51,377.55

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.2

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 13, 2019
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The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Chairman Raheleh Gorginfar at 5:00 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Raheleh Gorginfar.

ROLL CALL

PRESENT: Raheleh Gorginfar, Chairman
Phil Cook, Vice Chair
Ken Calvo, Board Member
Joseph Emmons, Board Member
Erin Schriever, Board Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Matt Gorman, General Counsel (representing Casso & Sparks LLP); Josh Nelson, Contract City Engineer; Julie Robles, Assistant Secretary; and Lynn Thompson, Administrative Technician II.

PUBLIC COMMENTS

There were no public comments.

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 13, 2019

MOTION BY BOARD MEMBER CALVO, AND SECOND BY BOARD MEMBER SCHRIEVER, TO APPROVE THE REGISTER OF DEMANDS FOR FEBRUARY 13, 2019. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CALVO, EMMONS, SCHRIEVER, VC/COOK, C/GORGINFAR
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
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5.2 CONSIDERATION OF THE MINUTES OF THE AUGUST 8, 2018 REGULAR MEETING, JANUARY 9, 2019 REGULAR MEETING, AND JANUARY 9, 2019 SPECIAL MEETING

MOTION BY BOARD MEMBER COOK, AND SECOND BY BOARD MEMBER CALVO TO APPROVE AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CALVO, EMMONS, SCHRIEVER, VC/COOK, C/GORGINFAR
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

5.3 CONSIDERATION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY'S YEAR ENDED JUNE 30, 2018 ANNUAL FINANCIAL REPORTS

MOTION BY BOARD MEMBER CALVO, AND SECOND BY VICE CHAIR COOK TO RECEIVE AND FILE THE ANNUAL FINANCIAL REPORTS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CALVO, EMMONS, SCHRIEVER, VC/COOK, C/GORGINFAR
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

5.4 UPDATE AND DISCUSSION REGARDING THE DEMOLITION AND REPAIR WORK TO THE KITCHEN AREA AT 15702 NELSON AVENUE

Contract City Engineer Nelson gave a presentation along with photos showing the condition of the kitchen. Discussion ensued as to whether the family, which includes children, should be living in this environment with the existence of mold. Suggestions were made to relocate the family to a hotel until repairs are complete for liability purposes. If the family chooses to stay during the construction a waiver should be signed as to release the city from any liability. Direction was given to City Manager Helling to check with a lawyer to determine liability and safety of the family.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 13, 2019
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5.5 DISCUSSION AND DIRECTION REGARDING AMENDMENTS TO EXISTING LEASES

Various suggestions were discussed regarding the renters and amendments necessary to the existing leases as follows:

- Rent increase of 10% each year
- Security deposits
- Tenants over the age of 18 to be on lease
- Pets subject to approval and/or pet security deposits
- Staff to do a market rate study
- Appliance List (city owned or tenant owned)
- Utilities responsibility (city or tenant)
- Do annual home inspections, re-examine each year
- Credit check
- Background check
- Letter (s) of recommendation

5.6 DISCUSSION AND DIRECTION REGARDING THE ESTABLISHMENT OF GUIDELINES FOR THE IPHMA'S HOUSING PROGRAM

Staff report from Assistant City Manager Hyun began with talking about the framework moving forward with new tenants. A City Operated Housing Program should include the Lease, Maintenance and Operation procedures.

The Housing Board gave direction to set a priority for:

- Existing residents that currently live in the City
- Existing Families
- Workforce Housing
- Wounded Vets
- Teachers
- First Responders

Research to be done on maximum number of tenants in one house based on number of bedrooms and bathrooms.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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A walk through is needed to get the five vacant homes ready to rent and proceed to get the repairs done. If it requires more than carpet, paint and minor repairs, the City will bring it back to the board for approval. A suggestion was made to establish guidelines for the housing program before renting out any vacant homes.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 6:07 p.m.

Raheleh Gorginfar, Chairman

Julie Robles
Assistant Secretary

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.3



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chair Gorginfar and Members of the Industry Property and Housing Management Authority

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *BH*

DATE: March 13, 2019

SUBJECT: Approval of amendments to existing rental agreements

Background and Discussion:

As directed by the Industry Property Housing Management Authority Board of Directors (IPHMA), the existing rental agreements were amended. The following lists the substantive changes:

- Rent (Section 2) – Rent amount has been increased by 10% per month. Tenant is also noticed that the IPHMA may increase rent by an amount not to exceed 10 percent (10%) each year.
- Security Deposit (Section 3) – Security deposits will be required in the amount of \$500.
- Occupancy of the Premises (Section 5) – Tenants are now required to list all occupants. Only those persons listed in the rental agreement may occupy the premises.
- Pets (Section 9) – All pets must now be listed and maintenance and nuisance limitations have been established.

With direction from the Board, all tenants will receive notice of the change of terms of tenancy and will be required to sign the new lease.

Fiscal Impact:

Annual revenue from rent will increase by 10%.

Recommendation:

Direct staff to require each existing tenant to execute the attached Residential Rental

Agreement to maintain residency.

Exhibit:

Residential Rental Agreement

TH/BH:yp

EXHIBIT A

Residential Rental Agreement

[Attached]

**INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
RESIDENTIAL RENTAL AGREEMENT**

This Residential Rental Agreement ("Agreement") is entered into as of ADD DATE, by and between the Industry Property and Housing Management Authority, a public body ("Landlord"), and ADD TENANT NAMES, an individual (collectively "Tenant"). Landlord hereby rents to Tenant the dwelling unit located at ADD ADDRESS, City of Industry, California ADD ZIP CODE (the "Premises"). Landlord and Tenant are hereinafter referred to collectively as the "Parties".

Section 1. Term. The term of this Agreement is month-to-month. Tenant may terminate this Agreement by giving written notice at least 30-days prior to the intended termination date. Landlord may also terminate this Agreement at any time by giving written notice as provided by law.

Section 2. Rent. Tenant agrees to pay to Landlord as rent for the use and occupancy of the Premises the sum of RENT AMOUNT TO BE EXISTING RENT + 10% per month. The rent is payable to Landlord in advance on or before the first day of each month, commencing on ADD DATE, at the address specified in this Agreement for the service of notices on Landlord or at any other place designated by Landlord in a written notice served on Tenant. Any check rejected for payment by the bank shall be subject to a \$25 fee for the first check and \$35 for subsequent rejected checks. Any payment of rent after the third day of each month shall be subject to a late fee of 5% of the rent amount. On July 1, 2020, the rent amount shall increase by 10 percent (10%). Annually thereafter, at the sole and absolute discretion of the Industry Property Housing Management Authority Board of Directors, the rent amount may increase by an amount not to exceed 10 percent (10%). Tenant shall receive notice of any rent increase as required under State law.

Section 3. Security Deposit. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of FIVE HUNDRED DOLLARS (\$500.00), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term of this Agreement. Landlord shall provide Tenant with a written receipt for the security deposit. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified. No interest will be paid on security deposit unless required by local law.

Section 4. Utilities. Tenant is responsible for arranging all utility services and agrees to pay all charges for all utilities, including electricity, gas, and telephone and cable services, used in or on the Premises during the term of this Agreement. Landlord shall provide water, gardening services, ordinary garbage disposal services, and pest control at the Premises.

Section 5. Occupancy of the Premises. Except as otherwise provided in this section, only those persons collectively referred to in this Agreement as "Tenant" and such Tenant's minor children, named hereinbelow, may occupy the Premises:

FIRST NAME	LAST NAME	AGE

Tenant must report within ten (10) working days any change to the composition of the household. Tenant may allow a guest or visitor for a period not exceeding fourteen (14) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period.

Section 6. Use of the Premises. Tenant agrees that the Premises are to be used exclusively for residential purposes. Tenant may not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of occupants of neighboring buildings or injure or annoy them or use or allow the Premises to be used for any improper, unlawful or objectionable purpose. Further, Tenant may not do or permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the existing rate of or affect any fire or other insurance on the premises or any part of it or any of its contents. Tenant may not put the Premises to any use that violates local zoning ordinances or any other law. Tenant shall not commit or permit waste or nuisance in or about the Premises.

Section 7. Condition of Premises. Tenant acknowledges that Tenant has inspected the Premises and agrees that they are in satisfactory condition and good working order. Tenant must remedy, at Tenant's cost and expense, any deterioration of or injuries to the Premises occasioned by Tenant's lack of ordinary care. Tenant shall be responsible for maintaining the premises in a clean and sanitary condition.

Section 8. Maintenance. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

Section 9. Pets. Tenant must obtain approval from Landlord for the keeping and maintenance of pets, subject to the following: (a) Tenant shall not permit any noise from pets audible from the property line for more than fifteen (15) continuous minutes; (b) Tenant shall not permit noises from pets when such noise is not followed by a minimum of thirty (30) minutes of silence; and (c) Tenant shall keep yards free from animal waste. Unless otherwise provided in California Civil Code §54.2, or other applicable law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except the following:

NAME	TYPE	BREED

Section 10. Alterations and Repairs. The Parties agree that the following provisions govern all alterations and repairs of the premises by Tenant:

(a) Tenant may make no alterations to the Premises without the prior written consent of Landlord. Any alteration made to the premises by Tenant after that consent has been given, and any fixtures installed as a part of that work, will at Landlord's option become the Landlord's property on the expiration or earlier termination of this Agreement, provided, however, that Landlord has the right to require Tenant to remove any fixtures at Tenant's cost on termination of this Agreement.

(b) Tenant shall notify Landlord of any defective conditions on the Premises that require repairs. If Landlord fails to repair or arrange for the repair of the condition within a reasonable time (not exceeding 30 days), Tenant may make the repairs or arrange for them to be made and deduct the cost of the repairs, provided Tenant does not deduct more than the equivalent of one month's rent.

Section 11. Entry by Landlord. Landlord may enter the premises only under the following circumstances:

- (a) In case of emergency.
- (b) To make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services;
- (c) To exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers; or to provide entry to contractors or workers who are to perform work on the Premises; or to conduct an initial inspection before the end of the tenancy;
- (d) If Tenant abandons or surrenders the Premises.
- (a) Pursuant to court order.
- (b) To inspect the physical condition of the Premises.
- (c) To determine compliance with this Agreement.

Landlord will give Tenant at least 24 hours' notice of Landlord's intent to enter the Premises unless (1) an emergency exists, (2) Tenant has abandoned or surrendered the Premises, (3) it is impracticable to do so; or (4) if the purpose of entry is a move-out inspection regarding possible security deposit deductions, then Landlord will give Tenant at least 48 hours' notice. Further Landlord will enter only during normal business hours unless (1) an emergency exists, (2) Tenant has abandoned or surrendered the premises, or (3) Tenant consents, at the time of an entry that is not during normal business hours, to the entry.

Section 12. Locks and Keys. Tenant may not change or add any lock to the Premises without obtaining Landlord's prior written consent and without providing Landlord with a key to the changed or added lock.

Section 13. Assignment and Subletting. Tenant may not assign this Agreement or sublet all or any portion of the Premises. Any assignment or subletting will be void and may, at Landlord's option, terminate this Agreement.

Section 14. Surrender of Premises. Upon the termination of this Agreement, Tenant must quit and surrender the Premises in as good a condition as they were at the commencement of this Agreement, reasonable use and wear thereof and damages by the elements excepted.

Section 15. Default by Tenant. Any breach by Tenant of a condition, covenant, or provision of this Agreement will constitute a material breach. For any material breach by Tenant, Landlord may provide Tenant with a written notice that describes the breach and demands that Tenant cure the default (if a cure is possible), or at Landlord's sole and absolute discretion, Landlord may terminate this Agreement.

Section 16. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party must be in writing and will be deemed to be served when personally delivered to the party to whom the notice is directed or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Tenant at the Premises or to Landlord at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. The Parties may change their address for purposes of this section by giving written notice of the change to the other party in the manner provided in this section.

Section 17. Megan's Law Disclosure. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Section 18. Proposition 65, Lead Based Paint Hazards, and Pest Control Notice. The Premises may contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: carbon monoxide and gasoline components. More information on specified exposures is available at <http://www.oehha.ca.gov/prop65.html>. Further, Landlord hereby discloses to Tenant **(ADD DISCLOSURE OF LEAD PRESENCE OR PEST CONTROL, IF APPLICABLE)**.

Section 19. Waiver. The waiver by Landlord of any breach by Tenant of any of the provisions of this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or of another provision of this Agreement. Landlord's acceptance of rent following a breach by Tenant of any provision of this Agreement, with or without Landlord's knowledge of the breach, will not be deemed to be a waiver of Landlord's right to enforce any provision of this Agreement.

Section 20. Attorney Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Section 21. Binding on Heirs and Successors. This Agreement is binding on and will inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant; provided, however, that nothing in this section may be construed as a consent by Landlord to any assignment of this Agreement or any interest in it by Tenant.

Section 22. Time of Essence. Time is expressly declared to be of the essence in this Agreement.

Section 23. Integrated Agreement. This instrument is the full, complete, sole, final, and exclusive agreement of the Parties concerning the matters covered by this Agreement and the rights granted and duties undertaken as between the Parties. There is no other agreement between the Parties respecting the subject matter of this Agreement or the rights, duties, promises, and undertakings of the Parties. Any statement, representation, promise, or undertaking made prior to or contemporaneously with the execution of this Agreement is void and of no effect, or will be held to have merged or been superseded by the terms and conditions of this Agreement. Any statement, promise, or representation made to or by any party, or made to or by an employee, attorney, agent or representative of any party, respecting the matters set forth in this Agreement will not be valid or binding as to these Parties unless it is specifically contained in this Agreement. Any oral representation, modification, or change concerning this Agreement, or the terms or conditions of this Agreement, will be of no force and effect. Modifications to this Agreement must be in writing and signed by the parties to this Agreement.

Section 24. Enforceability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Venue for any cause of action shall be Los Angeles County, California.

Section 26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 27. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

LANDLORD

TENANT

By _____
ADD NAME, IPHMA Chairperson

By _____
ADD NAME

By _____
ADD NAME