

**SANTA CRUZ LOUD AND UNRULY GATHERINGS ORDINANCE ADDENDUM  
(For Use in City of Santa Cruz)**

Page \_\_\_\_\_  
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated \_\_\_\_\_ between \_\_\_\_\_  
(Date)

\_\_\_\_\_ Jane W Power \_\_\_\_\_ (Owner/Agent) and  
(Name of Owner/Agent)

\_\_\_\_\_ Resident U1a & Resident U1b \_\_\_\_\_ (Resident) for the  
(List all Residents who will sign this Addendum)

premises located at \_\_\_\_\_ 123 Anystreet \_\_\_\_\_, Unit # (if applicable) U1 \_\_\_\_\_  
(Street Address)

Santa Cruz, CA \_\_\_\_\_ 91234 \_\_\_\_\_  
(Zip)

Whereas, the Premises is located in the City of Santa Cruz and is subject to the City of Santa Cruz Loud and Unruly Gathering Ordinance as set forth in Sections 9.37.010 through 9.37.060 of the Santa Cruz Municipal Code pertaining to special security service charges at loud or unruly gatherings ("Ordinance");

Whereas, under the Ordinance, "Responsible Person(s)" may be liable for fines of between \$250 and \$1000 as well as cost of service for City employees (Public Safety Personnel) for the control and dispersal of loud and unruly gatherings;

Whereas, the Ordinance defines "Responsible Person(s)" to include person(s) with a right of possession in the property on which a loud or unruly gathering is conducted, including, but not limited to, an owner or tenant of the property if the gathering is on private property as well as the landlord of another responsible person;

**AGREEMENT**

NOW, THEREFORE, IN CONSIDERATION OF the promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Resident and Owner/Agent agree as follows:

1. Resident understands and agrees that Resident will not violate the Ordinance, intentionally or unintentionally while in possession or control of the Premises.
2. If any fines or fees are levied against Owner/Agent while Resident is in possession of the Premises, Resident agrees to pay such fees and fines associated with the Ordinance whether or not the fees or fines are attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the Premises. The obligation to pay fines assessed against Owner/Agent may be in addition to any fines assessed directly against Resident under the Ordinance.
3. If fines or fees are assessed against Owner/Agent for a gathering involving more than one Resident, each Resident is jointly and severally responsible for the assessment. Owner/Agent may allocate the fees or fines among all Residents involved at Owner/Agent's sole discretion.
4. Resident understands and agrees that fees or fines assessed under the Ordinance may be levied on Resident after just one unruly or loud gathering under the Ordinance because fines and fees are assessed for subsequent gatherings in a twelve month period. Because the Ordinance provides for fines for subsequent gatherings regardless of whether the same Responsible Person is affiliated with the Premises at the time the fines are issued, Resident may be assessed fines or fees after one unruly gathering because of the conduct of prior tenants of the Premises or others completely unrelated to the Resident, and Resident shall be responsible for such fees pursuant to this Addendum.
5. Nothing herein is deemed to be authorization of or consent by Owner/Agent for any loud or unruly gathering of Resident or Resident's guests or invitees in violation of the Ordinance.



6. Any fines or fees assessed against Owner/Agent for violation of the Ordinance while Resident is in possession of the Premises shall be a material and incurable breach of the Agreement and Owner/Agent, at its option, may terminate the Agreement as a result of the assessment of fines or fees under the Ordinance.
7. Except as modified in this Addendum, the terms of the Agreement, and all attachments to the Agreement are and shall remain the same and in full force and effect.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

<i>Date</i>	<i>Resident</i> ResidentU1a	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Resident</i> ResidentU1b	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Owner/Agent</i> Jane W Power		



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