



The Golden Rain Foundation provides an enhanced quality of life for
our active adult community of Seal Beach Leisure World

BOARD OF DIRECTORS

Agenda

Tuesday, November 23, 2021, 10:00 a.m.
Clubhouse Four

To view the live GRF Board meeting:

- Go to www.lwsb.com
- The tab will be active at 9:45 a.m., on the day of the meeting
- The live streaming uses YouTube live and terminates at the close of the meeting

1. **Call to Order/Pledge of Allegiance – Anna Derby and Carl Kennedy**
2. **Roll Call**
3. **President's Announcements**
4. **Seal Beach City Council Member's Update**
5. **Shareholder/Member Comments (pp.1-2)**
6. **Consent Calendar**
 - a. Committee/Board meetings for the Month of October 2021 **(p.3-4)**
 - i. Minutes of the Recreation Committee Meeting of October 4, 2021
 - ii. Minutes of the GRF Administration Committee Meeting of October 7, 2021
 - iii. Minutes of the Finance Committee Meeting of October 18, 2021
 - b. GRF Board of Directors Minutes, October 26, 2021 **(pp.5-16)**
 - c. November GRF Board Report, dated November 23, 2021 **(pp.17-24)**
 - d. Accept Financial Statements, October 2021, for Audit **(pp.25-32)**
7. **Ad Hoc Reports**
 - a. Governing Document Ad Hoc Committee – Discussion
 - b. Management Services and Contract Ad Hoc Committee – Discussion
 - c. Strategic Planning Ad Hoc Committee - Discussion
 - d. Website Ad Hoc Committee – Discussion

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8. New Business

a. General

- i. Approval Management Service List and Department Hourly Rate
Carole Damoci (pp.33-66)
- ii. Approval Job Descriptions – Communications Coordinator and Recreation Attendant – **Mr. Geffner (pp.67-76)**

b. Communications/IT Committee

- i. Approval Leisure World Weekly Digitization of 1962-1999 Microfilm
Ms. Snowden – (pp.78-80)

c. Finance Committee

- i. Approve 2021/2022 Master Insurance Policy Renewal – **Ms. Isom (pp.81-84)**
- ii. Approval Trust Property Lease Agreements: - **Mrs. Ableser (pp.85-150)**
 - 1. Policy 40-1490-6, Friends of the Library Club
 - 2. Policy 40-1491-6, Genealogy Club
 - 3. Policy 40-1492-6, Golden Age Foundation
 - 4. Policy 40-1493-6, Historical Society Club
 - 5. Policy 40-1494-6, Radio Club
 - 6. Policy 40-1495-6, Theater Club
 - 7. Policy 40-1496-6, Rolling Thunder Club
 - 8. Policy 40-1497-6, Video Producers Club
 - 9. Policy 40-1498-6, Mutual Eight
 - 10. Policy 40-1487-6, RV Lot
- iii. **TENTATIVE VOTE** - Amend Policy 40-5061-2, Fees

Mr. Friedman (pp.151-156) iv. **TENTATIVE VOTE** - Amend Policy 40-5580-2 Entry Passes – Fees

Mr. Pratt (pp.157-158)

d. GRF Administration Committee

- i. Approval for Emergency Supplies - **REMOVED FROM AGENDA PACKET ON NOVEMBER 18, 2021**
- ii. Approval Trust Property usage for emergencies - **Mr. Mandeville (pp.159-162)**
- iii. Approval Building Five Improvements – **Ms. Snowden (pp.163-164)**
- iv. Approval for Phase Three and Four - Administration Office and Workstation Improvements – **Mrs. Perrotti (pp.165-166)**

e. Physical Property Committee

- i. Approval Upstairs HVAC in Clubhouse Six – **Mrs. Damoci (pp.167-182)**
- ii. Amend Policy 30-5041-5 Real Trust Property Acreage – **Mr. Dodero (pp.183-188)**

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f. Recreation Committee

i. Approval Clubhouse One - Cooking Range Replacement

Mrs. Perrotti (pp.189-196) ii. Approval Golden Age

Foundation Tax Program 2022

Mr. Geffner (pp.197-198) iii. Approval in Clubhouse One
and Clubhouse Two Woodshop

Mr. Melody (pp.199-206) iv. **FINAL VOTE** - Amend Policy 70-
1429.02-1, Golf Course Rules

Ms.Snowden (pp.207-208)

g. Security, Bus & Traffic Committee

i. **TENTATIVE VOTE** - Amend Policy 80-1937-2, Parking – Fines

Mr. Pratt (pp.209-212) ii. **TENTATIVE VOTE** - Amend Policy 80-1927.01-
2, Fees for Parking Rules

Violations on Trust Property – **Ms. Gambol (pp.213-216)** iii. **TENTATIVE
VOTE** - Amend Policy 80-1927.02-3, Parking Rules for Trust Property – **Mr.
Thompson (pp. 217-218)**

9. **Board Member Comments**

10. **Next Meeting**

Tuesday, December 21, 2021, In Clubhouse Four/Virtual

11. **Adjournment**

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ELIZABETH M WINSLOW

[REDACTED]

Home ([REDACTED])
[REDACTED]

November 1, 2021

Recreation Department

Re: To read at the November 1, 2021 meeting regarding mask requirements indoors

Dear Recreation Department:

Masking indoors reduces the spread of the COVID virus, why stop the policy once it is showing signs of working? I am fully vaccinated, as is my spouse, but my husband has stage four kidney failure and even a mild case of COVID would probably put him into dialysis. We also wish to interact with our granddaughters who are too young to receive the vaccine. I have just been to the gym and was dismayed to see that masks are no longer required. I know it is harder to exercise with a mask on but I would like to know why the rights of anti-maskers are more important than those who are trying to keep our community safe.

I propose the Recreation Department enacts one of the following:

Require all gym users to wear masks;

Require all gym users to show proof of vaccination; or

Set a certain number of hours where all gym users must wear masks.

Sincerely,

Elizabeth Winslow

Elizabeth Winslow



From: Ellen Kabelitz [REDACTED]

Sent: Monday, November 8, 2021 2:04 PM

To: Kathy Thayer <[REDACTED]>

Subject: Mini Farm

Thank you, Kathy, for taking my call and answering my questions about the mini farm and its future. We've really enjoyed our first experience growing watermelon, cantaloupe, cucumber, two kinds of tomatoes, squash, onions, lettuce and asparagus. I think we got excited and overplanted, right?

I appreciate the information you related about the mini farm's future being put on the board's agenda for this month. Could you please relate our opinion to the members for their consideration? We would like to see the mini farms continue indefinitely, whether in its current configuration or according to the new design we were shown several months ago by Vanessa. If the board decides to tear down the farms and use the space for another purpose, our preference would be to add a second swimming pool. We enjoyed swimming and lounging in the jacuzzi but were disappointed that it was closed for residents' use. If a second swimming pool is ever installed, we'd like to see one day a week where residents' families could enjoy it with them. A majority of the Leisure World population have grandchildren and it would be fun to swim together. Please let me know how the meeting goes. Feel free to contact me anytime at [REDACTED].

Thank you.

Bob and Ellen Kabelitz
[REDACTED]

Tia Makakaufaki

Executive Coordinator
Golden Rain Foundation
[REDACTED]



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CODE OF CONDUCT: GRF is committed to ensuring a safe, secure, and respectful environment and prohibits abusive language, including threats, slurs and profanity. GRF reserves the right to take appropriate measures to address abusive, disruptive, inappropriate, or aggressive behavior on premises, on the e-mail or in writing. GRF reserves the right to refuse service and take appropriate actions pursuant to Code of Conduct 30-5093-1, Member Rules of Conduct.

summary of the meetings where a quorum of the Board was present.
quorum of the Board was present at the following October 2021 Committee
meetings:

- Minutes of the Recreation Committee Board Meeting of October 2021
- Minutes of the GRF Administration Committee Board Meeting October 7, 2021
- Minutes of the Finance Committee Board Meeting of September 1, 2021

Using a consent calendar format, the GRF Board of Directors is requested to approve these Committee Board meeting minutes in one motion.

These Committee Board meeting minutes will be available on the Leisure World's website for view after approval. If you would like a hard copy of the minutes, contact the Executive Coordinator at x303.

Thank you.

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**BOARD OF DIRECTORS MEETING MINUTES
GOLDEN RAIN FOUNDATION
October 26, 2021**

CALL TO ORDER

President Susan Hopewell called the regular monthly meeting of the Board of Directors (BOD) of the Golden Rain Foundation (GRF) to order at 10:00 a.m., on Tuesday, October 26, 2021, in Clubhouse Four and via live stream.

PLEDGE OF ALLEGIANCE

Director Nick Massetti led the Pledge of Allegiance.

ROLL CALL

Following the roll call, Corporate Secretary, Paula Snowden reported that Directors Peter Gambol, Snowden, Geffner, Gerber, Thompson, Hopewell, Doderer, Levine, Mandel, Damoci, Melody and Massetti were present.

Director Pratt, Ableser, Friedman and Isom were present via Zoom.

Director Slutsky was absent.

Directors participated, with a quorum of the voting majority.

The Executive Director, Randy Ankeny and Recording Secretary, Tia Makakaufaki were also present.

ANNOUNCEMENTS

The President reminded the audience that draft and approved GRF Board minutes are available from the receptionist in the Administration building.

SERVICE ANNIVERSARIES AND EMPLOYEES OF THE MONTH

To minimize the number of required attendees at today's meeting, we are postponing service awards and staff commendations.

HEALTH CARE CENTER ADVISORY BOARD UPDATE

Victoria Batistelli and Alicia Nelson provided an update on the Health Care Center. The next update will be January 25, 2021, GRF Board of Directors meeting.

SHAREHOLDER/MEMBER COMMENTS

In accordance with Policy 5610, Participation by Foundation Members, members may make a comment period prior to the beginning of business. **NOTE:** Foundation members are permitted to make comments before the business of the Board begins. Requests must be registered in advance of the meeting. The Open Meeting Act allows boards of directors to establish reasonable time limits for the open forum and for speakers to address the board. Time limits, per speaker, are limited to:

- 4-minute limit per speaker, when there are no more than 15 speakers

One member offered a comment at the meeting.

CONSENT AGENDA

The consent agenda included minutes of the Finance Committee Meeting of September 20, 2021, • Minutes of the GRF Administration Committee Meeting of September 2, 2021 • Minutes of the Physical Property Committee Meeting of September 8, 2021 • Minutes of the Recreation Committee Meeting of August 30, 2021 • The minutes from September 2021, GRF Board Meeting • The acceptance of the Financial Statement, September 2021, • and the approval for Capital and Reserve funds investment purchase

AD HOC REPORTS

The reports from the Chairs of the Governing Documents Ad hoc Committee, Strategic Planning Ad hoc Committee, and the Website Redesign Ad hoc Committee, Management Services and Contract Ad hoc Committee were presented.

Indoor Trust Property Face Masks Required

At the September 28, 2021 meeting of the GRF Board, the Board duly moved and approved:

To extend the face mask requirement until the next Board meeting at which time the Board will consider prevalent public health and safety conditions for possible extension.

Board action is requested in accordance with the above to:

Option A:

To extend the face mask requirement within all Trust Property buildings until the November Board meeting.

Option B if Option A fails:

To approve a face mask requirement within Trust Property Administrative/Business Office and all GRF and Mutual meetings within Trust Property, to protect the health and safety of GRF staff, as directed by the Executive Director and/or as required by applicable Federal, State and County Health Orders.

First Motion:

Mr. Dodreo MOVED, seconded by Ms. Gambol –

TO extend the face mask requirement within all Trust Property buildings until the November Board meeting.

The motion failed with 12 no votes (Director Perrotti, Gambol, Pratt, Gerber, Hope, Dodero, Mandeville, Damoci, Melody, Friedman, Isom and Massetti).

Three Directors spoke on the motion.

Second Motion:

Mr. Dodero MOVED, seconded by Ms. Snowden and carried unanimously by the Directors present -

within Trust Property, to protect the health and safety of GRF staff, as directed by the Executive Director and/or as required by applicable Federal, State and County Health Orders.

Six Directors and the Executive Director spoke on the motion.

GENERAL

Primary and Main Sewer Line R&M Responsibilities

After a comprehensive review of the Trust Agreement and Governing Documents re to repair and maintenance of the interconnected storm drain system:

- There exists various storm drain lines running beneath/on and servicing the Trust Properties and Mutuals.
- The Trust Agreement provide terminology as to responsibility for managing maintaining the storm drain system.

The Golden Rain Foundation (GRF) Board recognize that, to ensure consistent and adequate maintenance and management of the storm drain system, it is critical to as maintenance and management responsibilities and memorialize same.

Mrs. Damoci MOVED, seconded by Mr. Geffner -

TO allow Mutual One and Mutual Fourteen to vote to maintain, repair and manage the storm drain system.

The motion passed with two abstention (Directors Perrotti and Melody) and one no (Director Thompson).

Mrs. Damoci MOVED, seconded by Mr. Dodero present –

TO approve effective immediately (October 26, 2021), GRF, through its Board of Directors, shall maintain, repair, and manage the storm drain system, as shown and depicted on Exhibit A attached.

Six Director spoke on the motion.

Communication/IT Committee

Amend Policy 20-2807-1, GRF Emergency Text Parameters

After a brief discussion, the Directors agreed to remove this from the agenda and send to Communication/IT Committee for further review.

GRF Administration Committee

Non-Budgeting Operating 2.6 Full Time Employee Operating Expense

At the October 7, 2021 meeting of the GRF Administration Committee, the committee moved and approved to recommend to the Board, to approve non-budgeted operating funding request for the immediate hiring and onboarding of additional 2.6 FTEs included within the approved 2022 Budget:

At the September 28, 2021 GRF Board meeting, the Board approved the 2022 Approved budget which includes 2.6 new full-time employees (FTEs): Stock Transfer Assistant Communications Coordinator (1) and IT Technician (0.6).

The additional FTEs wages will be allocated to the appropriate cost centers; 1 FTE to Stock Transfer (Cost Center 533), 1 FTE to News (Cost Center 236) and .6 FTE to Information Technology (Cost Center 934). Based on an approximation of time to hire, for a combined estimated total of \$31,500. This will be equivalent to eight (8) weeks of salaries for the non-exempt positions where Stock Transfer is estimated \$9,000, News is estimated \$12,000, and IT is estimated to be \$10,500.

At the October 18, 2021 meeting of the Finance Committee, the Committee determined sufficient 2021 operational funds were available.

Mr. Mandeville MOVED, seconded by Ms. Snowden and carried unanimously by the Director's present –

TO approve non-budgeted funding in the amount of \$31,500, allocated to: Cost Center 533 - Stock Transfer \$9,000, Cost Center 236 - News \$12,000, Cost Center 934, IT \$10,500 and to approve the hiring of the additional 2.6 FTEs in 2021, as outlined in the 2022 Budget.

One Director and the Executive Director spoke on the motion.

Amend Policy 30-5092-1, Code of Ethics

At the October 7, 2021 meeting of the GRF Administration Committee, the Committee moved to recommend the GRF Board of Directors to amend 30-5092-1, Code of Ethics.

Ms. Hopewell MOVED, seconded by Ms. Levine and carried unanimously by the Directors present –

TO amend 30-5092-1, Code of Ethics, updating document language,
and removing 2.2. Acts unilaterally, as presented.

Nine Directors spoke on this motion.

GRF ADMINISTRATION COMMITTEE

Amend Policy 30-5092-3, BOD Censure Procedure

After a brief discussion, the Directors agreed to remove from the agenda and sent to the GRF Administration Committee for further review.

GRF ADMINISTRATION COMMITTEE

Approval GRF Election Packet

At the October 7, 2021 meeting of the GRF Administration Committee, the Committee moved to recommend the GRF Board of Directors to approve the GRF Election Packet.

Ms. Gerber MOVED, seconded by Mr. Dodero and carried unanimously by the Directors present. -

TO approve the GRF Election packet, as presented without Policy
30-5092-3, BOD Censure Procedure.

Six Directors spoke on this motion.

GRF ADMINISTRATION COMMITTEE

Amend Policy 30-5026-3 GRF Election of Officers

At the October 7, 2021 meeting of the GRF Administration Committee, the Committee moved to recommend the GRF Board of Directors to amend 30-5026-3, GRF Election of Officers.

TO amend 30-5020-3, GRF Election of Officers, adding an officer of the Board may not have been convicted of a financial crime and to refer to policy 30-5020-1 for more information concerning being a Mutual Board and GRF Board simultaneously, as presented.

Four Directors spoke on this motion.

PHYSICAL PROPERTY COMMITTEE

Reserve Funding Request - Main Sewer Lines Replacement- Mutual Nine

Per the approved action of the GRF Board on September 28, 2021.

- GRF assumed repairs and maintenance of the interconnective sewer consisting of Primary and Main sewer lines within Trust and Mutual property.
 - Primary sewer lines are defined as sewer piping of twelve inches, sixteen inches and eighteen inches.
 - Main sewer lines are defined as eight inches to ten inches.

At October 6, 2021 Physical Properties Committee, the Committee reviewed an expense incurred by Mutual Nine to a Main sewer line, during the period of September 28, 2021 to September 28, 2021. It was also determined that Mutual Nine incurred an expense directly relative to the repair, maintenance, or replacement of Primary or Main Sewer line (see attached).

At the October 18, 2021 Finance Committee, the Committee determined Reserve Funding in the amount of \$163,350 is available and there has been a temporary hold on the funding pending Board action.

Ms. Hopewell MOVED, seconded by Ms. Levine –

TO recuse GRF Director for Mutual Nine from voting.

The motion passed with one abstention (Director Gambol), one recusal (Director Dr. Pratt) and two no vote (Pratt and Melody).

Three Directors and the Executive Director spoke on this motion.

TO approve the reimbursement of \$163,350 (Reserve Funding) to Mutual Nine for the replacement of a Main Sewer Line and associated manhole and clean out hub and to authorize the Director of Finance to transfer the funds to Mutual Nine.

The motion passed with one abstention (Director Perrotti) and one recusal (Director Dodero).

RECREATION COMMITTEE

Reserve Funding Request - Clubhouse Four – Ceramics Studio Kilns

The kilns in the Ceramics Studio at Clubhouse Four have been requiring frequent service and our Service Tech has advised us that one of the kilns only has approximately one to two years useful life left in it before a major overhaul or replacement would be required. Quotes have been solicited from three companies to replace all three of the existing kilns in the ceramic's studio.

Aardvark Clay & Supplies \$14,077.69
Laguna Clay Company \$13,391.22
Ceramics and Craft Warehouse \$13,827.85

At the October 4, 2021 of the Recreation Committee, the Committee approved the purchase of three new Skutt Kilns not to exceed \$19,000.00 and requested that the Finance Committee review the budget for funds from the reserves for this purchase.

At the October 18, 2021 meeting of the Finance Committee, the Committee approved funding in the amount not to exceed \$19,000.00, to purchase three new kilns with funds coming from the replacement reserves.

Mrs. Perrotti MOVED, seconded by Mr. Dodero and carried unanimously by the Directors present. –

TO approve the purchase of three new Skutt Kilns from Laguna Clay Company in the amount of \$13,391.22, from the replacement reserves and to also approve contingency funds of \$5,608.78, to upgrade the existing electrical as needed.

Five Directors spoke on this motion.

RECREATION COMMITTEE

Temporary Variance to Policy 70-1406-1, Limitation on Use Of Trust Property – Rules

At the October 4, 2021 Recreation Committee, the Committee approved a temporary variance to policy 70-1406-1 Limitation of Use - Rules, to allow children under authorized resident supervision to use the Clubhouse Two Game Room for a period (6) months, after which the Recreation Committee will determine if an amendment policy is warranted.

Ms. Perrotti MOVED, seconded by Ms. Levine -

TO grant a temporary variance to Policy 70-1406-1, Limitation of Use - Rules for a period of six months to allow children to use the Clubhouse Two Game Room under the supervision of an adult, authorized resident.

The motion passed with five no votes (Directors Pratt, Thompson, Hopewell, Ableson Melody).

Thirteen Directors spoke on this motion.

RECREATION COMMITTEE

Tentative Vote - Amend Policy 70-1429.02-1 Golf Course Rules

At the October 4, 2021 meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors to tentatively amend policy 70-1429.02-1 Course Rules.

Mr. Melody MOVED, seconded by Mr. Friedman –

TO amend 70-1429.02-1 Golf Course Rules, add to the rules that No dogs allowed on the golf course, also Authorized Residents not playing shall not cross the golf course, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on December 28, 2021.

Eleven Directors spoke on this motion.

RECREATION COMMITTEE

Amend Policy 70-1422-3, Marquee Usage

At the October 4, 2021 meeting of the Recreation Committee, the Committee moved to recommend the GRF Board of Directors to amend policy 70-1422-3, Marquee Usage.

Mr. Geffner MOVED, seconded by Mr. Melody and carried unanimously by the Directors present. –

TO amend policy 70-1422-3, Marquee Usage, updating the document language, as presented.

No Directors spoke on this motion.

RECREATION COMMITTEE

Amend Policy 70-1406-1, Limitation on Use of Trust Property – Rules

At the October 4, 2021 Recreation Committee meeting, the Committee moved to recommend the GRF Board of Directors to amend 70-1406-1, Limitation of Use - Rules.

Mr. Mandeville MOVED, seconded by Mr. Melody and carried unanimously by the Directors present. –

TO amend to 70-1406-1, Limitation of Use - Rules, updating and clarifying document language, as presented.

No Directors spoke on this motion.

SECURITY, BUS & TRAFFIC COMMITTEE

Reserve Funding Request - Two Way Radios

At the October 13, 2021 meeting of the Security, Bus and Traffic Committee, the Committee voted to forward funding request to the Finance Committee the purchase of sixteen two way radios and eight microphones.

This equipment is required due to the need of radios and microphones that need either upgraded, replaced, or added.

(8) microphones at no cost not to exceed \$6,645.50, reserve funding.

Four Directors spoke on this motion.

WEBSITE REDESIGN AD HOC COMMITTEE

Approval New GRF Website

Since the appointment of the Ad hoc Website Redesign Ad Hoc Committee, they have been actively working with Stormbrain (approved website development contractor), to replace the existing GRF website (www.lwsb.com) placed into operation in 2015.

At the October 19, 2021 meeting of the Ad hoc Committee, the committee duly moved and approved to recommend to the Board replacement of the existing website with the new website which includes but is not limited to:

Simplified navigation, Modernized theme, which is mobile device responsive, Dynamic and informational Homepage, Global search functionality, Master calendar, and ADA features.

Ms. Isom MOVED, seconded by Ms. Snowden and carried unanimously by the Directors present. –

TO approve the replacement of the existing GRF website with the newly designed website.

Two Directors spoke on this motion.

BOARD MEMBER COMMENTS

One Director offered a comment.

ADJOURNMENT

The meeting was adjourned was at 1:16 P.M.

Paula Snowden, Corporate Secretary
Golden Rain Foundation
tm 10.26.21

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The Golden Rain
Foundation provides an
enhanced quality of life
for our active adult
community of Seal
Beach Leisure World.



November 23, 2021



BOARD NEWSLETTER

Approved Consent Agenda

MOVED and approved the consent agenda included Minutes of the Finance Committee Board Meeting of September 20, 2021, • Minutes of the GRF Administration Committee Meeting of September 2, 2021 • Minutes of the Physical Property Committee Meeting of September 8, 2021 • Minutes of the Recreation Committee Meeting of August 30, 2021 • The minutes from September 28, 2021, GRF Board Meeting • The acceptance of the Financial Statement, September 2021 • and the approval for Capital and Reserve funds investment purchase.

General – Indoor Trust Property Face Masks Required

FAILED TO MOVE to extend the face mask requirement until the next Board meeting at which time, the Board will consider prevalent public health and safety conditions for possible extension.

MOVED to approve a face mask requirement within Trust property administrative/business offices and all GRF and Mutual meetings within Trust property to protect the health and safety of GRF staff, as directed by the Executive Director and/or as required by applicable Federal, State and County Health Orders.

General – Primary and Main Sewer Line R&M Responsibilities

TO allow Mutual One and Mutual Fourteen to vote to maintain, repair and manage the storm drain system.

MOVED to approve effective immediately (October 26, 2021), GRF, through its Board of Directors, shall maintain, repair, and manage the storm drain system.

Communications & It Committee – Amend Policy 20-2807-1, GRF Emergency Text Parameters
CONCURRED to remove from the agenda and sent back to Communication/IT Committee.

GRF Administration Committee - Non-Budgeting Operating 2.6 Full Time Employee Operating Expense

MOVED to approve non-budgeted funding in the amount of \$31,500, allocated to:

- Cost Center 533 - Stock Transfer \$9,000
- Cost Center 236 - News \$12,000
- Cost Center 934 - IT \$10,500

And to approve the hiring of the additional 2.6 FTEs in 2021, as outlined in the 2022 Budget.

GRF Administration Committee - Approval GRF Election Packet

MOVED to approve the GRF Election packet, as presented, without Policy 30-5092-3, BOD Censure Procedure.

GRF Administration Committee - Amend Policy 30-5026-3, GRF Election of Officers

MOVED to amend 30-5026-3, GRF Election of Officers, adding an officer of the Board may not have been convicted of a financial crime and to refer to policy 30-5020-1 for more information concerning being a Mutual Board and GRF Board simultaneously, as presented.

GRF Administration Committee - Amend Policy 30-5092-1, Code of Ethics

MOVED to amend 30-5092-1, Code of Ethics, updating document language and removing 2.2 Acts unilaterally, as presented.

GRF Administration Committee - Amend Policy 30-5092-3, BOD Censure Procedure

CONCURRED to remove from the agenda and sent back to GRF Administration Committee.

Physical Property Committee - Reserve Funding Request - Main Sewer Lines Replacement-Mutual Nine

TO recuse GRF Director for Mutual Nine from voting.

MOVED to approve the reimbursement of \$163,350 (Reserve Funding) to Mutual Nine for the replacement of a Main Sewer Line and associated manhole and clean out hub and to authorize the Director of Finance to transfer the funds to Mutual Nine.

Recreation Committee - Reserve Funding Request - Clubhouse Four – Ceramics Studio Kilns

MOVED to approve funding in the amount not to exceed \$19,000.00, to purchase three new Kilns with funds coming from the replacement reserves. I move to approve the purchase of three new Skutt Kilns from Laguna Clay Company in the amount of \$13,391.22, from the replacement reserves and to also approve contingency funds of \$5,608.78, to upgrade the existing electrical as needed.

Recreation Committee - Temporary Variance to Policy 70-1406-1, Limitation on Use of Trust Property – Rules

MOVED to amend 70-1406-1, Limitation of Use – Rules, updating and clarifying document language, as presented.

Recreation Committee – TENTATIVE VOTE - Amend Policy 70-1429.02-1, Golf Course Rules

MOVED to amend 70-1429.02-1 Golf Course Rules, add to the rules that No dogs allowed on the golf course, also Authorized Residents not playing shall not cross the golf course, as presented, pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on December 28, 2021.

Recreation Committee – Amend Policy 70-1422-3, Marquee Usage

MOVED to amend 70-1422-3, Marquee Usage, updating the document language, as presented.

Recreation Committee – Amend Policy 70-1406-1, Limitation on Use of Trust Property – Rules

MOVED to amend 70-1406-1, Limitation of Use – Rules, updating and clarifying document language, as presented.

Security, Bus & Traffic Committee – Reserve Funding Request - New Two -Way Radios

MOVED to approve the purchase of sixteen (16) two-way radios and eight (8) microphones at a cost not to exceed \$6,645.50, reserve funding.

Website Redesign Ad Hoc Committee – Approval for New Website to go Live

MOVED to approve the replacement of the existing GRF website with the newly designed website.

Recap of GRF Committees' Activity

October 2021

November 17, 2021, Architectural Design and Review Committee

- CONCURRED to review one piece of correspondence, as presented on the agenda and forward it to Physical Property.
- MOVED to approve to replace the mural, in the sewing room.
- CONCURRED to further review the fireplace center at the next scheduled meeting.
- MOVED to request the Facility Director, inquire the price to cover certain areas of the channel fencing as well as filling in.
- CONCURRED to review the perimeter wall wire sculpture, at the next scheduled meeting.
- CONCURRED to review the planting at the library and globe, agenda topic, at the next scheduled meeting.
- CONCURRED to review the Clubhouse One, landscape agenda topic, at the next scheduled meeting.

November 15, 2021, Communication/IT Committee

- CONCURRED to further review Community WiFi Internet Services Subcommittee at a future date.
- CONCURRED to review previously submitted proposals on CH 4 dais and have the IT Supervisor provide an update at the next scheduled Committee meeting.
- CONCURRED to bring back Electronic Temperature Units Replacement in GRF Buildings to the next scheduled Committee meeting.
- CONCURRED to approve the option "B" for 2022 LW Minibus Cover.
- MOVED to approve the Historical Society's request to have GRF President sign the Ancestry.com release, as attached, for the Golden Rain News become part of the CDNC UC Riverside/Newspapers.com digital newspaper database and forward it to the Board for approval.
- MOVED to affirm the decision of the LW Weekly Managing Editor to procure commercial print services from Reed Printing, 4071 Greystone Drive, Ontario, CA, 91761, effective Nov. 18, 2021.

- CONCURRED to further review Replacement of Jenark and other Legacy Systems at the Committee's meeting in January 2022.
- CONCURRED to further review Upgrade Cameras and Equipment in Administration Conference Room at the next scheduled meeting.
- CONCURRED to further review Upgrade Cameras and Equipment in Conference Room B at the next scheduled meeting.
- CONCURRED to further review Policy 20-2807-1, GRF Emergency Text Parameters at the next scheduled meeting.
- CONCURRED to update Policy 20-2807-1, GRF Emergency Text Parameters, to include the GRF Director as an authorized spokesperson and further discuss it at the next scheduled Committee meeting along with Policy 20- 2806-1, Community Publications.

3

November 15, 2021, Finance Committee

- MOVED and recommended the GRF Board approve the insurance proposal dated November 12, 2021, as submitted, in the amount of \$2,856,963, for the policy period of December 1, 2021 to December 1, 2022 and authorize the President to sign the required renewal documents, per the insurance proposal dated November 12, 2021, as prepared and submitted by DLD Insurance Brokers, Inc.
- MOVED and recommended the GRF Board inform the Board that the Finance Committee has determined: • Capital Funds, in the amount of \$9,600, are available and have directed the Director of Finance to place a temporary hold on these funds, pending Board action on the proposed project, speed cushions.
- MOVED and recommended the GRF Board that the Finance Committee has determined: Capital Funds, in the amount of \$13,000, are available and have directed the Director of Finance to place a temporary hold on these funds, pending Board action on the proposed Project council on aging, use of space within building five.
- MOVED and recommended the GRF Board inform the Board that the Finance Committee has determined: • Reserve Funds, in the amount of \$8,149, are available and have directed the Director of Finance to place a temporary hold on these funds, pending Board action on the proposed Project to replace the Range at Clubhouse One
- MOVED and recommended the GRF Board approve, for a one-year term commencing on January 1, 2022, and expiring on December 31, 2022, at the annual rent of one dollar (\$1.00), per the terms and conditions, the following lease agreements for the exclusive use of Trust property: • Friends of the Library Club • Genealogy Club • Golden Age Foundation • Historical Society Club • Radio Club • Rolling Thunder Club • Theater Club • Video Producers Club • Mutual Eight • RV Lot.
- MOVED and recommended the GRF Board amend 40-5061-2, Fees, as amended.

November 4, 2021, GRF Administration Committee

- CONCURRED to bring Status Emergency Supply Storage Cabinet back to the next scheduled meeting.
- MOVED to recommend GRF Board to authorize not to exceed \$10,000 for emergency supply, pending the determination of the Finance Committee on the availability of the funds
- MOVED to recommend GRF Board to approve the use of Trust Property in the event of an emergency.
- CONCURRED by the Committee to bring Fitness Center Waiver Form back to the next scheduled meeting.

- MOVED to recommend the GRF Board to approve the use of Trust Property commonly identified as 248 square feet of space, adjacent to the Cafe within Building Five, by Orange County Service Agencies and if needed, a Draft for an annual lease will be created at the annual rate of \$1.00 per year.
- FAILED motion to approve Juneteenth, new Federal law.
- MOVED to recommend the GRF Board the use and annual lease at the rate of \$1.00 per year, of Trust Property commonly identified as 248 square feet of space, adjacent to the Café within Building Five, by the Orange County Social Service Agency and if needed, a Draft for an annual lease will be created.
- MOVED to recommend the GRF Board to approve capital improvements to the space within Building Five, in an amount not to exceed \$13,000 funding, plus a contingency of \$2,000. Pending the determination of the availability of capital funds by the Finance Committee.

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- MOVED to recommend the GRF Board to approve Phase three and four, administration offices, ergonomic process improvement and the addition of a training/flex workstation in an amount not to exceed \$14,084.00 funding sources plus a \$2,000 contingency. Pending the determination of the Finance Committee on the availability of the funds.
- CONCURRED to send Policy 30-5092-2 BOD Censure Procedure to the GRF Attorney for further review and to bring back to the next schedule meeting.

November 8, 2021, Mutual Administration Committee

- CONCURRED to send SRO Time Estimates to another Committee.
- CONCURRED to send premium Charge for Non-Standard Items for Escrow SROS to another Committee.
- CONCURRED to bring back 2021 Resource Booklet back to the next schedule meeting.

November 3, 2021, Physical Property Committee

- CONCURRED to have the Facilities Director bring back a breakdown of costs regarding the swimming pool to the next scheduled meeting.
- CONCURRED by the Committee to have the Facilities Director bring back additional information regarding the Storm Drain Screens Project Resurrection.
- CONCURRED to add the Total Quality Checklist to the Recreation Committee monthly staff reports.
- CONCURRED to have the Facilities Director get bids on automatic door openers for the Learning Center and Clubhouse Two Game Room.
- MOVED and recommended the GRF Board award a contract to County Heating and Air Inc., after a review by the Finance Committee, to replace the HVAC systems at the Clubhouse Six upstairs, per the recommended specifications by SPEC Engineering for a cost of \$205,563, and adding a 10% contingency of \$20,556, for permits and any unseen extras, for a total cost not to exceed \$226,119, Reserve funding.
- MOVED and recommended the GRF Board amend 30-5041-5, Real Trust Property Acreage, by making the substantial changes as well as making a change on the document number (50-50415) and approved, as final.

November 1, 2021, Recreation Committee

- CONCURRED by the Committee to forward correspondence, Masking Requirements Indoors, to the GRF Board.
- CONCURRED by the Committee to have the Recreation Director bring back additional information regarding the Mini Farm Leases and provide numbers on how many are currently still active.
- CONCURRED by the Committee to request additional information from the Facilities Director and bring it back at the next scheduled meeting.
- CONCURRED to review 2021-2022 Committee Goals at the next schedule meeting.
- MOVED and recommended the GRF Board approve expanding Woodshop One into the adjacent space, 690 sq. ft. and the renovation of 1051 sq. ft. of space in Clubhouse Two, currently used as a Woodshop into a multiuse and activity room, pending conceptual approval.
- MOVED to direct staff to fully develop a scope of work and general specifications for the proposed projects, pending approval from the GRF Board.
- MOVED to send the proposed project to the Physical Property Committee for final pricing, • And upon Physical Property approval, conditioned upon the projects coming in within the general estimates included in this presentation, Recording Secretary PPC □ RECREATION COMMITTEE Page 2 of 2 • Forward to the GRF Board, pending review by the Finance Committee and upon determination of available funding.

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- MOVED to approve club use of the proposed storage closet and not implement the previous motion storage solutions.
- CONCURRED by the Committee to review Evaluation and Enhancement of 1.8 Acres at the next schedule committee meeting.
- MOVED to recommend the GRF Board approve the purchase of a new range from Jes Restaurant Equipment, in the amount of \$7,648.11 and an additional \$500.00 for contingencies to include the installation and any additional parts needed for the installation and to send to Finance to find approve funding to complete the replacement of the range.
- CONCURRED to have the Recreation Director update the Tentative Events Schedule for 2022 and will be reviewed at the next scheduled meeting.
- MOVED and recommended the GRF Board approve, Golden Age Foundation to use the Learning Center for the tax period.
- CONCURRED by the Committee to move the Recreation Committee meeting Decembers meeting to November 29, 2021.

November 10, 2021, Security, Bus & Traffic Committee

- CONCURRED to approve the Decal office to be closed on Wednesdays starting December 1, 2021
- CONCURRED to further review Contracted/Off-Site bus service and was requested to bring additional information to the next scheduled meeting.
- CONCURRED to postpone the body worn cameras for wellness check recording agenda topic, at the next scheduled meeting.
- MOVED and recommended the GRF Board, recommend the Board approve one solar LED light stop sign, for a total cost of \$2,500, pending review by the Finance Committee.

- CONCURRED to further review Left Turn Signal Lights at Golden Rain and St. Andrews at the next scheduled meeting.
- MOVED to investigate outsource companies to provide parking citations in Seal Beach Leisure World.
- MOVED and recommended the GRF Board amend 80-1937-2, Parking – Fines, as presented.
- moved and recommended the GRF Board rescind 80-1927.01-2, Fees for Parking Rules Violations on Trust Property, as presented.

Financial Recap – October 2021

As of the ten-month period ended October 2021, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$1,237,896.

Major variances are:

Wages, Taxes & Benefits	\$892,363	Favorable: Wages \$557K; P/R Taxes \$47K; Workers' Comp \$78K; 401(k) ER Match \$29K; Group Ins \$181K; average FTE < budget by 20 FTE
Agency Fees	(228,271)	Unfavorable: Temporary help to fill key positions
Professional Fees	(59,271)	Unfavorable: Unexpected legal expenses
Facilities Maintenance	59,744	Favorable: Maintenance scheduled for later in the year
Community Entertainment	45,185	Unfavorable: Budgeted events were not scheduled
Publication Printing	92,314	Favorable: Decrease in printing rates
Certificate Prep Fees	83,750	Favorable: Unit sales exceeds budget
Rental Income	217,415	Favorable: Unit sales exceeds budget
Other Income	113,894	Favorable: 2020 income tax refunds \$23K; permit income \$33K; Lost member ID card \$24K; Other \$34K
News Advertising Income	99,683	Favorable: Display, Front Footer & Telephone book
SRO Labor Cost Recovery	(79,857)	Unfavorable: Less billable hours than budgeted

	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details, see page
Reserve Funds				
Repairs & Replacements	\$11,871,439	\$500,591	\$11,370,848	7

	Fund Balance	Allocated Funds	Unallocated Funds	For details, see page
Capital Funds				
Capital Improvements	\$3,237,981	\$89,120	\$3,148,861	8

Total year-to-date approved unbudgeted operating expenses are \$166,551.

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: ACCEPTANCE OF THE OCTOBER 2021 FINANCIAL STATEMENTS
DATE: NOVEMBER 23, 2021
CC: FILE

At the regularly scheduled meeting of the Finance Committee on November 15, 2021, the Finance Committee, in accordance with Policy 40-5115-3 and all applicable sections of the code 5500, duly moved to recommend to the Golden Rain Foundation Board of Directors the acceptance of the October 2021 interim financial statements for audit.

I move that the GRF Board of Directors accept the October 2021 interim financial statements for audit.

Financial Recap – October 2021

As of the ten-month period ended October 2021, the draft financial reports indicate that GRF is in a favorable financial position with a surplus of \$1,237,896.

Major variances are:

Wages, Taxes & Benefits	\$892,363	Favorable: Wages \$557K; P/R Taxes \$47K; Workers' Comp \$78K; 401(k) ER Match \$29K; Group Ins \$181K; average FTE < budget by 20 FTE
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Reserve Funds	Fund Balance	Allocated For Current Projects	Allocated For Future Projects	For details see page
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Capital Funds	Fund Balance	Allocated Funds	Unallocated Funds	For details see page
Capital Improvements	\$3,237,981	\$89,120	\$3,148,861	8

Total year-to-date approved unbudgeted operating expenses are \$166,551.

Description		
	Current Assets:	
	Cash & cash equivalents	701,133
1122000	Non-Restricted Funds	727,837
	Receivables	446,578
	Prepaid expenses	155,678
1154100	Deferred Lease Revenue	8,144
	Inventory of maintenance supplies	<u>514,084</u>
	Total Current Assets	
	Designated deposits	
1211000	Contingency Operating Fund	1,000,000
	Reserve Fund	11,871,439
1212500	Capital Improvement Fund-GRF	<u>3,237,981</u>
	Total designated deposits	
	Notes Receivable	
1411000	Notes Receivable	<u>71,058</u>
	Total Notes Receivable	
	Fixed Assets	
	Land, Building, Furniture & Equipment	40,053,003
	Less: Accumulated Dep'n	<u>(24,251,228)</u>
	Net Fixed Assets	
	Other Assets	
	Total Assets	

Description		
Liabilities & Equity		
Current Liabilities:		
	Accounts payable	348,870
	Project Commitments	525,725
	Prepaid Deposits	52,976
	Accrued payroll & payroll taxes	661,391
	Unearned Income	43,872
2140000	Deferred Revenue-Other	13,331
	Accrued expenses	<u>173,942</u>
	Total Current Liabilities	1,820,107
	Total Liabilities	
Equity		
Mutuals' Beneficial Interest		
3211000	Contingency Operating Reserve Equity	1,000,000
3212000	Reserve Equity	11,217,247
3394000	Capital Fund Equity	3,198,569
3310000	Beneficial Interest in Trust	<u>16,855,459</u>
	Total Mutuals' Beneficial Interest	
Membership interest		
	Membership certificates of 844 shares @ \$200 par value, and 5,764 shares @ \$250 par value, authorized, issued and outstanding	1,609,800
	Additional paid-in-capital	<u>4,641,851</u>
	Total Paid-in-Capital	
Excess Income		
	Current Year	<u>387,205</u>
	Total Excess Income	
3920000	Dep'n & Amortization	
	Net Stockholders' Equity	
	Total Liabilities & Stockholders' Equity	

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Period Ended October 31, 2021

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 12/31/2020	1,000,000	11,238,577	3,087,355	79,149	15,405,080
Funded: Assessments		416,666			416,666
Funded: Amenities Fees collected	(602)	1,224,617	1,224,617		2,449,233
Funded: M17 Lease Fees collected	(22)	5,450	5,450		10,900
Funded: Interest on Funds		49,154	3,945		53,098
Expenditures		(1,063,024)	(543,691)		(1,606,715)
Legal Settlement			(550,000)		(550,000)
Donations		-	10,306		10,306
Transfers to/from Funds	-			648,688	-
Net Monthly Activity					648,688
Balance 10/31/2021	1,000,000	11,871,439	3,237,981	727,837	16,837,258
Net Activity	-	632,862	150,626	648,688	1,432,177

Golden Rain Foundation
Cash Flow Activity - All Reserves
For the Month of October 2021

	Contingency Operating Fund	Reserve Fund	Capital Improvement Fund	Nonrestricted Funds	Total
Balance 9/30/2021	1,000,000	11,943,465	3,163,130	909,141	17,015,736
Funded: Assessments		41,667			41,667
Funded: Amenities Fees collected	(53)	106,064	106,064		212,128
Funded: M17 Lease Fees collected	-				-
Funded: Interest on Funds		(394)	141		(253)
Progress Payments on CIP					-
Expenditures		(219,363)	(31,353)		(250,716)
Net Monthly Activity				(181,304)	(181,304)
Balance 10/31/2021	1,000,000	11,871,439	3,237,981	727,837	16,837,258
Net Activity	-	(72,026)	74,851	(181,304)	(178,478)

SELECTED BALANCE SHEET ITEMS

	Current Balance	Prior Month	Increase (Decrease)
Cash In Bank	1,428,970	1,224,515	204,455
Current Assets	18,662,875	18,776,198	(113,323)
Current Liabilities	1,820,107	2,109,693	(289,586)
Current Ratio	10.25	8.90	
Designated Deposits:	16,109,421	16,106,595	2,826
Reserve Fund			
Capital Improvement Fund			
Contingency Operating Fund			

RESULT OF OPERATIONS

Current Month	Actual	Budget	Variance
Income	1,430,117	1,424,078	6,039
Expense	1,270,124	1,344,715	74,591
Net Materials Recovery(Pass Thru)	0	0	0
Excess Income or (Expense)	159,993	79,363	80,630
Year To Date	Actual	Budget	Variance
Income	14,532,117	14,123,706	408,411
Expense	13,240,736	14,070,220	829,484
Net Materials Recovery(Pass Thru)	0	0	0
Excess Income or (Expense)	1,291,381	53,486	1,237,895

Full Time Equivalents		
For the Month	Average YTD	Planned - 2021
143.12	136.20	156.33

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: MANAGEMENT SERVICES AND CONTRACT AD HOC COMMITTEE
SUBJECT: APPROVAL MANAGEMENT SERVICES LIST AND DEPARTMENT HOURLY RATE
DATE: NOVEMBER 15, 2021
CC: FILE

At the November 12, 2021 meeting of the Management Services and Contract Ad-Hoc Committee approved the list of services to be sent to the full Board to be attached, along with the current list of Department hourly rates to the new Management Agreement.

I move to approve the new Management Agreement, along with the list of services (Exhibit A) and with the 2022 department hourly rates (Exhibit B) and to forward to the Management Boards for their approval.

MANAGEMENT AGREEMENT

Agreement made this ____ day of _____, 20____, by and between GOLDEN RAIN FOUNDATION, a California not-for-profit corporation, having its principal office at Seal Beach, California, hereinafter called "GRF" and Seal Beach Mutual No. _____, a non-profit corporation, who's offices are listed in Article VIII of this Agreement entitled Delivery of Notices, hereinafter called the "Mutual". GRF and Mutual are sometimes referred to individually as the "Party" or collectively as the "Parties." GRF and Mutual enter into this Management Agreement ("Agreement") and agree as follows:

I APPOINTMENT OF GRF

(a) Mutual hereby appoints GRF, and GRF hereby accepts said appointment, as the exclusive managing agent for Mutual. This Agreement will refer to Mutual's property as the "Property".

(b) GRF's management responsibility for the Property under this Agreement is separate and distinguished from any responsibility of GRF as Trustee of the Trust Property under that certain Declaration of Trust recorded in the Official Records of Orange County as Document Number 6402, in Book 6172, Page 617, on July 10, 1962 and amended by that certain Amendment of Trust recorded in the Official Records of Orange County as Document Number 2014000074212 on February 26, 2014, and that certain Declaration of Trust recorded in the Official Records of Orange County as Document Number 21718, in Book 14326, Pages 118-137, on December 16, 1981 and amended by that certain Amendment of Trust recorded in the Official Records of Orange County as Document Number 2014000074213 on February 26, 2014 (collectively referred to as the "Declaration of Trust").

(c) GRF, as Trustee of the Trust Property, shall perform services to Mutual under the Declaration of Trust, for compensation pursuant to GRF's approved budget, irrespective of GRF serving as managing agent for Mutual under this or any other Agreement.

(d) GRF fully understands that Mutual is a non-profit cooperative housing corporation providing housing in the community identified as Seal Beach Leisure World ("Development") principally for residential use by the Mutual's stockholders, hereinafter referred to as "Shareholders".

FOLLOWING SECTION IS FOR M17

(d) GRF fully understands that Mutual is a non-profit mutual benefit corporation, consisting of a condominium project as defined by Civil Code Section 4125, with each owner of a condominium unit also referred to herein as "Members."

(e) GRF shall hire in its own name all personnel necessary for the efficient discharge of the duties of GRF hereunder. Compensation for the services of such employees shall be the sole responsibility of GRF. Those employees of GRF who handle or are responsible for the handling of Mutual's monies shall be bonded by a fidelity bond as required by Civil Code Section 5806.

II TERM AND TERMINATION OF THE AGREEMENT

(a) This Agreement shall be in effect from March 1, 2022, to June 30, 2023 and automatically renews for successive one-year terms.

(b) Notwithstanding anything to the contrary, this Agreement may be terminated at any time by either Party by providing the non-terminating Party with no less than sixty (60) day's written notice of termination. Unless otherwise agreed by the Parties, in writing, said termination shall occur at 11:59 PM on the sixtieth (60th) day.

(c) Upon termination the Parties shall account to each other with respect to all matters outstanding as of the date of termination, and Mutual shall furnish GRF reasonable security, in an amount satisfactory to GRF, against any outstanding obligations or liabilities which GRF may have incurred on behalf of Mutual pursuant to this Agreement.

III GRF SERVICES

(a) GRF Services. GRF shall assist Mutual, through its Board of Directors ("Board"), in the management of the Mutual as set forth in this Agreement. GRF shall perform those services required to be performed to fulfill Mutual's obligations under its approved budget, and as reflected in **Exhibit "A"**. GRF agrees to confer with Mutual, through its Board, in the performance of its duties and shall facilitate administration and fiscal management at the direction of the Board of Directors. Every action taken by GRF under the terms of this Agreement shall be on behalf of Mutual.

(b) GRF's Services as Trustee. GRF performs services for Mutual, as Trustee of the Declaration of Trust and Trust Property, outside the scope of this Agreement. GRF's services, and Mutual's payment for such services, are identified in GRF's approved budget and paid by Mutual irrespective of Mutual terminating this Agreement.

(c) Modifying Services. Mutual, through its Board of Directors, by taking action in a duly noticed meeting, reflected in meeting minutes, may change the services performed by GRF upon thirty (30) days prior written notice to GRF, which such change of service must be approved by GRF, in writing, within thirty (30) to ninety (90) days from receipt of Mutual's request.

(d) Notwithstanding anything herein to the contrary, GRF may, without Mutual's prior approval, perform those services necessary to prevent or address danger to life or property, or when necessary for the preservation and safety of property, belonging to Mutual.

IV COMPENSATION

GRF shall be compensated by Mutual for all services provided in Article III(a) of this Agreement, and **Exhibit "A"**, at the monthly rate reflected in Mutual's budget. The foregoing compensation is exclusive of the billable services as reflected in **Exhibit "A"**. To the extent approved by Mutual and GRF, Mutual agrees to pay GRF the hourly rates reflected in **Exhibit "B"** for those billable services listed in **Exhibit "A"**; such rates are subject to annual increases upon no less than thirty (30) days written notice to Mutual.

Exhibits "A" & "B" are attached hereto and incorporated into the Agreement by this reference.

V INDEMNIFICATION

Mutual shall indemnify and hold harmless GRF, its directors, officers, agents and employees, from any and all claims for damages or liability resulting from claims of bodily injury, damage or destruction of property, including the loss or use thereof, and any other claim based upon acts performed by GRF in the normal course of performing its duties under this Agreement, including any cause or claim arising directly or indirectly from the terms of this Agreement or from any error, omission, judgment or mistake of fact of law, or for anything which it may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence by GRF, its directors, officers, agents or employees. Mutual shall name GRF as an additional insured on all of Mutual's applicable insurance policies, including, but not limited to, liability, fidelity, directors and officers, and worker's compensation.

VI ARBITRATION

Any controversy or claim arising out of, or related to, this Agreement shall be settled by binding arbitration in the County of Orange, State of California. The Parties shall select a mutually agreeable arbitrator. If the Parties cannot agree on an arbitrator within thirty (30) days of the initial request for arbitration by a Party, the dispute shall be submitted to JAMS, Orange County, and an arbitrator shall be designated by JAMS. Judgment on the arbitration award may be entered in any court having competent jurisdiction over the subject matter in the controversy. The prevailing Party shall be awarded reasonable attorney's fees and costs.

VII GENERAL TERMS

(a) Entire Agreement. The Parties intend this writing as a full expression of their agreement and all negotiations and representations between the parties having been incorporated in this Agreement and supersede any and all prior and existing agreements. No variation, modification, or changes of this Agreement shall be binding or effective unless made in writing and executed by both parties hereto.

(b) Governing Law. This Agreement shall be constructed and interpreted in accordance with the laws of the State of California.

(c) Severability. Each paragraph of this Agreement shall be considered as separate and divisible. In the event any paragraph of this Agreement is held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remaining paragraphs shall continue in full force and effect without being impaired or otherwise invalidated.

(d) Counterparts. This agreement may be executed in counterparts.

VIII DELIVERY OF NOTICES

Notices under this Agreement shall be delivered by certified mail as follows:

GOLDEN RAIN FOUNDATION, a California mutual benefit corporation
PO Box 2069, Seal Beach, CA 90740

SEAL BEACH MUTUAL NO. ONE, a California non-profit corporation
13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 844 dwelling units, which property is also designated as FHA Project Nos. 122-30163-M through 122-30178-M

SEAL BEACH MUTUAL NO. TWO, a California non-profit corporation
13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 864 dwelling units, which property is also designated as FHA Project Nos. 122-30196-M through 122-30203-M

SEAL BEACH MUTUAL NO. THREE, a California non-profit corporation
13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 432 dwelling units, which property is also designated as FHA Project Nos. 122-30204-M through 122-30209-M

SEAL BEACH MUTUAL NO. FOUR, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 396 dwelling units, which property is also designated as FHA Project Nos. 122-30210-M through 122-30215-M

SEAL BEACH MUTUAL NO. FIVE, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 492 dwelling units, which property is also designated as FHA Project Nos. 122-30216-M through 122-30223-M

SEAL BEACH MUTUAL NO. SIX, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 408 dwelling units, which property is also designated as FHA Project Nos. 122-30224-M through 122-30230-M

SEAL BEACH MUTUAL NO. SEVEN, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 334 dwelling units, which property is also designated as FHA Project Nos. 122-30231-M through 122-30235-M

SEAL BEACH MUTUAL NO. EIGHT, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 348 dwelling units, which property is also designated as FHA Project Nos. 122-30271-M through 122-30276-M

SEAL BEACH MUTUAL NO. NINE, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 384 dwelling units, which property is also designated as FHA Project Nos. 122-30242-M through 122-30248-M

SEAL BEACH MUTUAL NO. TEN, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 376 dwelling units, which property is also designated as FHA Project Nos. 122-30249-M through 122-30252-M

SEAL BEACH MUTUAL NO. ELEVEN, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 312 dwelling units, which property is also designated as FHA Project Nos. 122-30253-M through 122-30257-M

SEAL BEACH MUTUAL NO. TWELVE, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 452 dwelling units, which property is also designated as FHA Project Nos. 122-30277-M through 122-30283-M

SEAL BEACH MUTUAL NO. FOURTEEN, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 328 dwelling units, which property is also designated as FHA Project Nos. 122-30207-M and 122-30288-M through 122-30291-M

SEAL BEACH MUTUAL NO. FIFTEEN, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 502 dwelling units, which property is also designated as FHA Project Nos. 122-30298-M and 122-30340-M through 122-30241-M

SEAL BEACH MUTUAL NO. SIXTEEN, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 60 dwelling units, which property is also designated as FHA Project Nos. _____ through _____

SEAL BEACH MUTUAL NO. SEVENTEEN, a California non-profit corporation

13531 St. Andrews Drive, Seal Beach, CA 90740

Located in the County of Orange, State of California, and consisting of 126 dwelling units, which property is also designated as FHA Project Nos. _____ through _____

[Signatures to Follow]

IN WITNESS THEREOF, the Parties to this Agreement do hereby agree to the
aforementioned conditions and agreements as stated and acknowledge said Agreement
by setting forth their signatures below.

GOLDEN RAIN FOUNDATION

By: _____

Dated: _____

SEAL BEACH MUTUAL NO. ONE

By: _____

Dated: _____

EXHIBIT "A"

DATE: NOVEMBER 10, 2021

	If a Mutual opts out this service will no longer be provided.	Item	Grandfathered	GRF Services Billable or Non- billable	Mutual Shareholder	Committee Comments	Staff Description
1	NLP	Security Patrol Officer/Coin counting 2 officers, two days per month.	Patrol officer, plus a Manager, collect laundry coins, count and delivery to the Finance Dept.	Grand- fathered Non- billable	Mutual	M-1, M-3, M-11 and M-15	We will not add any new Mutuals. these 4 mutuals end coin collection service will end.
2	NLP	Finance Cash Management and Payment Processing	Adjust bank accounts for coin deposit bank adjustments. Prepare deposit slips for laundry coin deposits by Mutual.	Grand- fathered Non- billable	Mutual	M-1, M-3, M-11 and M-15	We will not add any new Mutuals. these 4 Mutuals end coin collection service will end.
3	NLP	Finance Mutual Electrical Outlet Rentals (MEO)	Annual billing - create and mail out invoices. Maintain the files of rental agreements.	Grand- fathered Non- billable	Mutual	No new ones for any reason will be added and when the current Shareholders moves this service will end.	Mutual (s) - M2 (2ea) 32B & 58I, M 131D, M7 (2ea) 147D & 151G, M8 185L, M12 (2ea) 34H & 44E, and (7ea) 10A, 28B, 29B, 32C, 43C, 5 83C.
4	NLP	Finance Mutual 15 carport Rentals	They are billed on a yearly basis, Jan to Dec. No monthly billing. The collection every year is the responsibility of the Mutual to follow up.	Grand- fathered Non- billable	Mutual		4 carports rented out. No new ones added to this service.
5	NLP	Finance Mutual 9 Garage & Cabinet Rentals	Direct Deposit. Additional reporting on annual income tax filing.	Grand- fathered Non- billable	Mutual	The collection every year is the responsibility of the mutual to follow up.	GRF sets up the direct deposit and handles tax filing only. All other s will be handled by Mutual 9.
6	NLP	Purchasing - Appliances	Laundry Warranty Repair Service Requests. If not under warranty then will provide cost of parts, age of machine versus cost of new machine replacement when requesting Mutual officer Laundry Repair Part purchase authorization. Track all costs associated with the repair of laundry machines, including freight to correctly charge all costs.	Grand- fathered Non- billable	Mutual	Mutuals 5, 11 and 12.	Will not add any new Mutuals to the service

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	If a Mutual opt outs this service will no longer be provided.	Item	GRF Recreation Department - Management Services	GRF Services Billable or Non-billable	Mutual Shareholder Service	Committee Comments	Staff Description
1		Janitorial services	Carport cleaning	Non-billable	Mutual		
2		Janitorial services	Dead animal pick up	Non-billable	Mutual		
3		Community Facilities services	Mutual meeting, Social event and election setup and AV services. Mutual Meeting and Election AV services.	Non-billable	Mutual		Including Presidents Council Meetings
4		Janitorial services	Laundry room cleaning	See Comments	Mutual / Shareholder	Once a month cleaning of laundry room is standard.	Anything outside of contracted scope will be Billable. Hourly rate (per person) Subject to change of Janitorial Contract.
5		Janitorial services	Oil spot clean up, Carport and streets.	See Comments	Mutual / Shareholder		First time is free, any additional clean ups are Billable. Hourly rate - Subject to change per the Janitorial Contract.
6	NLP	Janitorial services	Mutual Apartment cleaning	Billable	Mutual / Shareholder	If a Mutual opts out they would need to contact the Janitorial Company and pay them directly.	Hourly rate - per hour, per person. Subject to change per the Janitorial Contract.

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	If a Mutual opt outs this service will no longer be provided.	Item	GRF Purchasing Dept. - Management Services	GRF Services Billable or Non-billable	Mutual Shareholder Service	Committee Comments	Staff Description
1	NLP	Purchasing - Special Materials Requests	Special Quote requests - meet with requester to gather information about their needs. Research products to find suitable materials - follow up with requester for approval of material options. Research suppliers to find suitable partner. Secure W-9 & set up new vendor. Negotiate pricing / payment terms for purchase. Create and send purchase order to place order. Follow purchase order status through to delivery. Process receiving of materials, verifying accuracy of item and quantity - providing accounting with documentation to support payment to supplier. Contact Mutual regarding receipt of delivery. Facilitate storage of non-inventory items if delivery to Mutual is delayed.	Billable	Mutual		
2	NLP	Purchasing - Special Materials Requests	Special Non-inventory purchase requests (generators, storage sheds, skylights, etc.). Returns of special non-inventory purchase requests, either due to defective merchandise, or change of plans.	Billable	Mutual		
3	NLP	Purchasing - Special Materials Requests	Special Non-inventory purchase requests for ongoing items (i.e. skylights)	Billable	Mutual / Shareholder		
4	NLP	Purchasing - Appliances	Facilitate SRO split billings on upgrade items, i.e. bottom freezer refrigerators	Non-billable	Mutual		
5	NLP	Purchasing - Appliances	Refrigerator Warranty Repair Requests.	Non-billable	Mutual		Calls to warranty repair company and shareholder, both to schedule and follow that service was completed.

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	If a Mutual opts out this service will no longer be provided.	Item	GRF Security Services	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
1	NLP	Incident Reports - daily review and disseminate reports to each mutual president	Director	Non-billable	Mutual		Review reports every morning and forward mutual presidents as draft, answer any possibly research any inquiries that are generated from those reports. Reports changed to reflect the needs of the Mutual such as adding areas to DOA reports. 200 reports a month.
2	NLP	Document member vs Mutual disputes or member vs member disputes	Investigations	Non-billable	Mutual / Shareholder		There are instances between resident Mutual Boards and residents, that require additional investigation and detailed documentation.
3	NLP	Standby duty for Admin/Mutual meetings		Non-billable	Mutual		
4	NLP	Vehicle Towing	Patrol officer	Non-billable	Mutual		Meet Mutual Director for vehicle tows, picture and write reports.
5	NLP	Paramedic calls	patrol officer	Non-billable	Mutual / Shareholder		Security stands by at the location to help Shareholder will be transported to a hospital. Security will ensure the vehicle is secured and any animals present will be for. Writes report.
6	NLP	Lockouts	Patrol officer	Non-billable	Mutual		Lockout services are provided to all Mutuals 24 hours a day, 7 days a week.
7	NLP	Traffic incidents	Patrol officer	Non-billable	Mutual / Shareholder		All traffic incidents are documented on traffic report. There is no opinion regarding fault on the report. Security ensures the identifications are exchanged, and parties and/or SPD called if necessary.
8	NLP	Injuries	Security / patrol officer	Non-billable	Mutual		Any type of fall outside of a person's unit documented on an injury report. It is noted the report whether the injured person was transported to a hospital for medical treatment.

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	If a Mutual opts out this service will no longer be provided.	Item	GRF Security Services	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
14	NLP	Death Investigations	If next of kin is at the scene but no legal authority exists, Security asks the occupants of the unit to leave. If necessary, the police will be called to ensure the interests of the deceased and minimize the liability to the Mutual regarding unauthorized people to stay in the unit.	Non-billable	Mutual		Security responds to all death investigations. Security discovers the deceased during welfare check, the police and paramedics called immediately. If the deceased is unattended by anyone else in the unit, coroner is called to the scene. If the coroner cannot find the next of kin, the coroner the deceased and seal the door with a Coroners seal. Security ensures the unit is secure. Mutual rules and policies will be followed.
15	NLP	Noise Check		Non-billable	Mutual		Security documents these types of incidents.
16	NLP	Welfare Checks		Non-billable	Mutual / Shareholder		Security will go to the unit to ensure the resident is safe. Security will contact the person reporting of the status of the resident if there is any medical or other immediate concern. Security will notify the proper authorities if needed.
17	NLP	Lost Residents		Non-billable	Mutual / Shareholder		Security responds to lost resident calls with observing lost residents while on duty. If there is an issue with identifying the lost resident, the police are called for assistance.
18	NLP	Fire		Non-billable	Mutual		Security ensures that the fire department has been notified of any smoke or fire detected. Security at the scene will assist with the evacuation of residents and preserving the scene for investigators.
19	NLP	Resident Verbal Altercations		Non-billable	Mutual / Shareholder		Patrol officers will be sent when requested by a resident or a witness to de-escalate verbal altercations between residents. If there is a crime involved, Security will call for police assistance.

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	If a Mutual opts out this service will no longer be provided.	Item	GRF Security Services	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
30	NLP	Hazardous Issues		Non-billable	Mutual		When a hazardous issue occurs the Mutual will contact Security. Security will place a tape when required to ensure resident safety and will report the issue to be remedied by the appropriate department.
31	NLP	Smoking / Other Offensive Odors		Non-billable	Mutual		Security will investigate the issue and report Mutual violations to the Mutual President.
32		Moving In / Moving Out Assistance		Non-billable	Shareholder		Security is called to assist residents with moving either in or out of the community. Saving spaces for a moving van to pick up or deliver property. Pod style storage units for moving in or out are also saved spaces and must be removed in 72 hours.
33		Bus Service Reservations		Non-billable	Shareholder		Residents may call the Security office for bus service, including disabled bus reservations and reservations, are made 7 days a week.
34	NLP	Injured / Dead Animals		Non-billable	Mutual		Residents may call Security when they have an injured or dead animal.
35	NLP	Service Maintenance Requests		Non-billable	Mutual		After regular business hours (Monday through Friday after 4:30PM and all day Saturday and Sunday), residents call Security to report service maintenance issues.
36	NLP	Laundry Room Violations		Non-billable	Mutual		Mutual can call Security when violations in laundry room facilities are occurring.
37		RV Parking Requests		Non-billable	Mutual		There are no parking spaces inside a Mutual accommodation either a resident's or a guest's recreational vehicle. Security will report parking on GRF property to alleviate the issue.

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	If a Mutual opts out this service will no longer be provided,	Item	GRF Physical Property Department Management Services	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
15	NLP	Coordination and the city of Seal Beach Building Department approval (Unit flooding, fire, etc.)		Non-billable	Mutual / Shareholder		
16	NLP	Coordination of repairs with Mutuals, contractors, and insurance companies.		Non-billable	Mutual / Shareholder		
17	NLP	Escrow corrective work liaison		Non-billable	Mutual / Shareholder		
18	NLP	Final inspections and escrow		Non-billable	Mutual / Shareholder		
19	NLP	Follow-up escrow inspections and associated documentation		Non-billable	Mutual / Shareholder		
20	NLP	Monthly BOD report		Non-billable	Mutual		
21	NLP	Mutual Director Liaison		Non-billable	Mutual		
22	NLP	Mutual job walks		Non-billable	Mutual / Shareholder		
23	NLP	Contractor orientation		Non-billable	Mutual / Shareholder		
24	NLP	Mutual policy review and updates		Non-billable	Mutual / Shareholder		
25	NLP	New buyer interviews (orientations)		Non-billable	Mutual		
26	NLP	New resident inspections		Non-billable	Mutual / Shareholder		
27	NLP	Permit review		Non-billable	Mutual / Shareholder		
28	NLP	Plan review for code compliance to support city of Seal Beach		Non-billable	Mutual / Shareholder		
29	NLP	Plan review for policy compliance - Shareholder		Non-billable	Mutual / Shareholder		

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	If a Mutual opts out this service will no longer be provided.	Item	GRF Physical Property Department Management Services	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
41	NLP	Requests from Service maintenance.		See comments	Mutual / Shareholder		The service becomes Billable when the inspector is called in and a damage report needs to be filed. If the call is due to shareholder's negligence they will be billed Inspector's time.
42	NLP	Water and fire damage inspection and reports; claims and all other associated paperwork. Water/Fire damage project management.		See comments	Mutual / Shareholder		Billing is per Mutual policy
43	NLP	Water/Fire damage project management		See comments	Mutual / Shareholder		The service becomes Billable when the inspector is called and a damage report to be filed. If the call is due to shareholder negligence they will be billed for inspection time.
44	NLP	Contract management (RFP for landscaping and pest management)		Non-Billable	Mutual		
45	NLP	Roof inspections (non- destructive)		Non-billable	Mutual		
46	NLP	Roof repair service		Billable	Mutual		Can be outsourced
47	NLP	Termite inspections and associated documentation		Non-billable	Mutual		
48	NLP	Vendor invoice processing		Non-Billable	Mutual		
49	NLP	Annual Inspection	Includes: -Annual inspections follow up letters -Annual inspection follow-up inspections (in addition to initial follow up)	See comments	Mutual / Shareholder	The annual inspection that has been done accompanied by the Physical Property Inspector, issuing follow-up walk-through will be considered standard non- billable.	Additional follow-up walk-throughs that due to violation of safety/fire inspection considered Billable and charged to the shareholder.
50	NLP	Overseeing concrete pours from beginning to end		Billable See comments	Mutual		This service is considered Billable if it over an hour of inspectors time.

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	If a Mutual opts out this service will no longer be provided.	Item	GRF Service Maintenance - Mutual Property (Misc)	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
1	NLP	Ice Maker	Will not install in any new refrigerators.	See comments Billable	Shareholder		Will only service existing ones that installed. GRF won't install any new
2	NLP	Garbage Disposal	Service, install and repair	Billable	Mutual / Shareholder		Billing is per Mutual policy
3	NLP	Water Heater	Service, install and repair (30 gal & 40 gal)	Billable	Mutual / Shareholder		Billing is per Mutual policy
4	NLP	Laundry Room Water Heater	Service, install and repair (50 gal)	Billable	Mutual		
5	NLP	Shower Hose/Head	Service, install and repair	Billable	Mutual / Shareholder		Billing is per Mutual policy
6	NLP	Supply Valve at Water Heater	Service, install and repair	Billable	Mutual		
7	NLP	Supply Valves to Buildings	Service, install, repair and rebuild	Billable	Mutual		
8	NLP	Backflow Water Supply Valve	Service, repair and rebuild	Billable	Mutual		
9	NLP	Building Water Supply	Repair and replace water lines in walls and attics	Billable	Mutual		
10	NLP	Hose Bibbs/Water lines	Repair, replace, and relocate water lines to hose bibs	Billable	Mutual		
11	NLP	Hose Bibbs	Replace and repair hose Bibb (outdoor faucet)	Billable	Mutual / Shareholder		Only applies to approved, architect permitted hose bibbs. Others can be billable to the Shareholder.
12	NLP	Outside Water Supply	Repair and replace water mains to bldg. - repair and replace water lines to irrigation systems	Billable	Mutual		SM can outsource.
13	NLP	Bypass Waterlines	Connect temporary water lines to feed buildings	Billable	Mutual		
14	NLP	Kennedy Valves	Exercise Kennedy valves in the street - Shut-off valves for contractors when needed	Billable	Mutual		
15	NLP	Commercial Water heaters/boilers. Emergency service	Service and repair lines to boilers (mutual 17)	Billable	Mutual		

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	If a Mutual opt outs this service will no longer be provided.	Item	GRF Service Maintenance - Mutual Property (Misc)	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
32	NLP	Angle stops	Service and replace angle stops under sinks, and at toilet	Billable	Mutual / Shareholder		Per Mutual policy
33	NLP	Sewer Laterals	a. Inspect broken sewer laterals	Billable	Mutual		
34	NLP	Ceilings	Service, repair and patch	Billable	Mutual / Shareholder		Ceiling bath heater/fans, M15 wall and M15 sewer laterals in the kitchen anything outside of those noted will be determined by Management and/or Inspectors.
35	NLP	Walls	b. Emergency service, small (reasonable) repair	Billable	Mutual / Shareholder		All will be determined case-by-case depending on the size and extent of work. We will secure any unsafe work.
36	NLP	Window Glass	Replace standard glass ONLY (mutual)	Billable	Mutual / Shareholder		Per Mutual Policy
37	NLP	Mirror, Standard mirrors	Service, remove and install	Billable	Mutual / Shareholder		Per Mutual Policy
38	NLP	Doors	Service, repair and install	Billable	Mutual / Shareholder		Per Mutual Policy
39	NLP	Rolling Doors for closets, Standard doors	Service, repair and install	Billable	Mutual / Shareholder		Per Mutual Policy
40	NLP	Weather Stripping (around standard doors and windows)	Install around doors and windows	Billable	Mutual		
41	NLP	Insulation (incl. water heater area)	Remove and install	Billable	Mutual		
42	NLP	Standard screens	Assemble, rescreen, install and repair	Billable	Mutual / Shareholder		Per Mutual Policy
43	NLP	Standard Kitchen Counter	Service, modify, install and repair (see above)	Billable	Mutual		
44	NLP	Standard Basin Counter	Service, modify, install and repair	Billable	Mutual		
45	NLP	Cabinets	Service, modify, and install mutual standard cabinets	Billable	Mutual		

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	If a Mutual opt outs this service will no longer be provided.	Item	GRF Service Maintenance - Mutual Property (Misc)	GRF Services Billable or Non-billable	Mutual Shareholder Service	Committee Comments	Staff Description
63	NLP	Dry rot (up to 100 sq. ft.)	Replace rafters, beams, joist, plywood, etc. - rebuild framing in units and at carports	Billable	Mutual		Becomes non-standard beyond 1 ft., at SM discretion. Outsourcing at SM discretion.
64	NLP	Paint	SM is capable of painting all parking spaces, stops, curbs, ect.	Billable	Mutual		Primer and treat lumber ONLY
65	NLP	Roof Leaks	Locate and cover with plastic	Billable	Mutual		
66	NLP	Attic Vent Screen	Service and reinstall	Billable	Mutual		
67	NLP	Carport		Billable	Mutual		Lights, dry rot and termite (small repair) paint parking spaces, small repairs storage cabinets, ect.
68	NLP	Signs	Install building/carport signs	Billable	Mutual		
69	NLP	Solar Panels	Clean solar panels ONLY	Billable	Mutual		
70	NLP	Concrete (Small repairs only)	Remove, install, patch and grind	Billable	Mutual Only Service	NO work done for Shareholders,	Mutual work of 6ft., not to exceed only. All others will be outsourced.
71	NLP	Street Painting (Limited or outsourced)	Paint curbs and parking spaces (mutual)	Billable	Mutual		SM can outsource.
72	NLP	Asphalt (Limited or outsourced)	Patch holes	Billable	Mutual		SM can outsource.
73	NLP	Block Walls (Limited or outsourced)	Service, install and rebuild	Billable	Mutual		SM can outsource.
74	NLP	Stucco (Limited or outsourced)	Service, repair and patch	Billable	Mutual		SM can outsource.
75	NLP	Delineators	Setup cones and flashers for Mutual	Billable	Mutual		SM can outsource.
76	NLP	Steel Plates (Limited or outsourced)	Remove, reinstall and paint	Billable	Mutual		Steel cover plates over transformed
77	NLP	Delivery	Deliver materials for special projects	Billable	Mutual		Mutual pays for outsourced service
78	NLP	Illegal Dumping	Pick-up large items left around trashbins, carports and units.	Billable	Mutual		

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	If a Mutual opt outs this service will no longer be provided.	Item	GRF Service Maintenance - Mutual Property (Misc)	GRF Services Billable or Non-billable	Mutual Shareholder Service	Committee Comments	Staff Description
96	NLP	Switches, Outlets & GFCI	Install, service, troubleshoot and repair	Billable	Mutual / Shareholder		
97	NLP	Electrical Bill "Too High"	Troubleshoot and monitor electricity	Billable	Mutual / Shareholder		Shareholder charge if determined fault
98	NLP	Demand Controllers	Troubleshoot, install, service and repair	Billable	Mutual		
99	NLP	Laundry Rooms	Repair and replace sensor switches - repair and replace outlets & lights	Billable	Mutual		
100	NLP	Laundry Rooms - Preventative Maintenance		Billable	Mutual		
101	NLP	Bath/Kitchen Lights	Replace bulbs, ballasts and retrofit LED upgrades	Billable	Mutual / Shareholder		Charge based off Mutual policy
102	NLP	Bedroom/Living Room Lights	Replace bulbs, ballasts and retrofit LED upgrades	Billable	Mutual / Shareholder		Charge based off Mutual policy
103	NLP	Porch Lights	Replace bulbs and fixtures	Billable	Mutual / Shareholder		Charge based off Mutual policy
104	NLP	Walk Lights	Repair, weld and replace polls - change bulbs - repair conduit and run new wire	Billable	Mutual		Large jobs are outsourced
105	NLP	Main Breakers	Exercise and replace main breakers at building ends.	Billable	Mutual		
106	NLP	Wiring	Troubleshoot, run new wiring, conduit, etc.	Billable	Mutual		
107	NLP	No Hot Water	Troubleshoot and replace elements and thermostats - turn up temp.	Billable	Mutual		
108	NLP	Salvage of Standard Items		Billable	Shareholder		Shareholders charged to pick-up, of and/or salvage any standard item removed from the unit.
109	NLP	Windows	Service and repair for proper function (mutual/shareholder)	Billable	Mutual / Shareholder		Standard Windows, if Shareholder then Shareholder is charged.

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	If a Mutual opt outs this service will no longer be provided.	Item	GRF Mutual Administration - Community Manager	GRF Services Billable or Non-billable	Mutual, Shareholder Service	Committee comments	Staff Description
1	NLP	Keep track of special requests of 16 mutuals (presidents/directors)	Recording Secretary	Non-Billable See Comments	Mutual	No non-governance assistance	The Mutual Ad-Min team has a "plan" for each Mutual with their requests month so they do not forget and e training.
2	NLP	Insurance claims (as needed)	GRF or Portfolio Specialist	See Comments	Mutual	Bill time to insurance or responsible party, no compensation for meals. Will be billing time for personal party.	Depending on whether claim is on GRF mutual property, dictates GRF or Mutual responsibility; Extra charges for claims assistance and follow-through.
3	NLP	Executive session	Director or Portfolio Specialist	Non-Billable	Mutual		16 meetings a month
4	NLP	Legal cases (30 day notice, posting, follow-up)	Director or Mgr	Non-Billable	Mutual		Department follows up on all legal cases each monthly meeting for the most current information to give to the Board in ES.
5	NLP	Set up and attend meetings/conference calls with the Mutual board and attorney	Director or Portfolio Specialist, with R/S	Non-Billable	Mutual		
6	NLP	Monthly meetings with Mutual presidents or directors	Director or Portfolio Specialist w/R.S.	Non-Billable	Mutual		
7	NLP	Review mutual meeting in Leisure World newspaper (weekly)	R.S.	Non-Billable	Mutual		
8	NLP	Produce 16 Mutual agendas per month	Recording Secretary	Non-Billable	Mutual		
9	NLP	Produce one presidents' council meeting agenda per month	Recording Secretary	Non-Billable	Mutual		President's Council
10	NLP	Create policy posting sheets for 16 Mutuals	Recording Secretary	Non-Billable	Mutual		
11	NLP	Schedule and attend agenda prep meetings	Recording Secretary	Non-Billable	Mutual		
12	NLP	Research (policies/legal rules and regulations)	Director/Portfolio Specialist	Non-Billable	Mutual		
13	NLP	Update 16 Mutual rosters	Recording Secretary	Non-Billable	Mutual		As needed (as least annually)

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	If a Mutual opt outs this service will no longer be provided.	Item	GRF Mutual Administration - Community Manager	GRF Services Billable or Non- billable	Mutual, Shareholder Service	Committee comments	Staff Description
25	NLP	Update primary resolutions for 16 Mutuals	Recording Secretary	Non-Billable	Mutual		
26	NLP	Produce special meeting posting sheets for 16 Mutuals (special/executive)	Recording Secretary	Non-Billable	Mutual		
27	NLP	Attend 16 mutual meetings per month	Recording Secretary	Non-Billable	Mutual		
28	NLP	Attend one council meeting per month	Director or Portfolio Specialist w/R.S.	Non-Billable	Mutual		President's Council
29	NLP	Produce various training documents for new Directors?	Recording Secretary	Non-Billable	Mutual		Seminars
30	NLP	Emails	Director or Mgr's discretion	Non-Billable	Mutual		Review and respond, if necessary, email/security reports.
31	NLP	SH file review	Director, Portfolio Specialist, or R.S.	Non-Billable	Mutual		
32	NLP	Phone calls	Mutual department secy	Non-Billable	Mutual		
33	NLP	Office visit/Mutual director	Director or Portfolio Specialist	Non-Billable	Mutual		By appointment only
34	NLP	Maintain copies at desk for board member pick-up		Non-Billable	Mutual		
35	NLP	Mutual board mtgs (exec session)	Portfolio Specialist	Non-Billable	Mutual		Prepare manager/director with files
36	NLP	Shareholder's delinquent accounts	Portfolio Specialist/Office Secy	Non-Billable	Mutual		Track accounts over \$1,500/prepara letters, follow-up and track monies collected.
37	NLP	Closed files	Portfolio Specialist/Office Secy	Non-Billable	Mutual		Maintain closed files in case they a opened.
38	NLP	Shareholder's with concerns/issues	Portfolio Specialist	Non-Billable	Shareholder / Mutual	By appointment only.	Assist Shareholders with concerns only with Portfolio Specialist/direct approval or direction, and follow-up mutual presidents.
39	NLP	Emails	Recpt, Office Secy, R.S., Portfolio Specialist	Non-Billable	Mutual		

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	If a Mutual opt outs this service will no longer be provided.	Item	GRF Stock Transfer - Escrow Related Processes	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
1		Notice of Intent Review	Review the NOI for accurate ownership/legal authority to sell the unit; Mutual 9 & 12 require presale clean up form with the NOI	Non-Billable	Mutual		
2		Legal Authority - Successor Trustee	Successor Trustee(s) brings Trust and all Amendments to Stock Transfer, and proof of death or incapacity and provides copies of both GRF and Stock certificates and assignment to the trust. If the Trust and the Certificate assignments match, and the person is named the Successor Trustee, input the Successor Trustee in the system.	Non-Billable	Mutual		
3		Legal Authority - Successor Trustee	Issue a quarterly inheritor's pass. Notify the Mutual and Security as needed.	Non-Billable	Mutual		
4		Trust Review by Counsel, List and Sell the Unit OR transfer ownership	Successor Trustee(s) brings Trust and all Amendments to Stock Transfer, and proof of death or incapacity; OR all the documents are submitted through the escrow agent	See Comments	Mutual / Shareholder		\$75.00 charge for Power of Attorney (POA) and Court Orders and \$125.00 for Trust per 40-5081-2 Fees
5		Financial Review	When the seller and buyer have reached an agreement, the buyer, realtor and escrow agent prepare and submit a Financial Worksheet	Non-Billable	Mutual		Different qualifications per Mutual
6		Financial Review	The Financial Worksheet submission includes all required supporting documents per the Mutual Eligibility Requirements. All calculations and documents are validated with the appropriate Mutual policy. If all information is validated, and the buyer(s) qualify, a Financial Review Form is completed. One copy is provided to escrow, one is provided to the Mutual President and one is kept with the packet in the unit file.	Non-Billable	Mutual		Mutual gets documents prior to orientation

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	If a Mutual opt outs this service will no longer be provided.	Item	GRF Stock Transfer - New Buyer Escrows	GRF Services Billable or Non-billable	Mutual Shareholder Service	Committee comments	Staff Description
1		Rush Escrows - under 10 days	Stock transfer is given 10 business days to process an escrow, from the date that it is received. Seller and buyer is confirmed through paperwork submitted from an escrow company - seller's legal authority, seller and buyer's signed escrow instructions, notices, disclosures, membership application and age verifications.	Billable See Comments			Requesting Party pays
2		Escrows	These documents and forms include (if applicable): Approval and demands, co-occupancy application and qualified permanent resident agreement, restrictions of rights and waiver of occupancy and registration form for a nonresident co-owner, Golden Rain Foundation membership application, doctor's letter, active adult community disclosure, financial approval sheet, physical properties pre-listing inspection report, escape tax form, escrow instructions, buyer emergency contact form, notice of disclosures, homeowner's insurance disclosure, and the dual-occupancy form. Along with documents and forms, we receive ID and birth certificate, or Passport to verify age of buyer(s).	See Comments	Mutual / Shareholder		Co-occupants if in Escrow, Escrow do paperwork and collects the fees in the instructions, amenities fee and \$100.00 fee per 40-5060-2 Fees.

DATE: NOVEMBER 10, 2021

	If a Mutual opt outs this service will no longer be provided.	Item	GRF Stock Transfer - Membership Transfer Process	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee comments	Staff Description
1		Shareholder-Member (s)	Request to add a prospective member on title. Verify legal authority for title change by GRF identification card. Prospective member must meet Mutual Eligibility Requirements.	See Comments	Shareholder / Mutual	Pay fees	Schedule appointment to sign documents pay required fees.
2		Nonresident Co-Owner	Request to transfer stock upon the death of a Shareholder- Member(s). Verify legal authority for title change by government issued identification. prospective member must meet Mutual Eligibility Requirements.	Billable	Mutual / Shareholder		Nonresidents do not financially qualify. Different qualifications per Mutual.
3		Financial Verification - for all transfers except Nonresident Co-Owner	The Financial Worksheet submission includes all required supporting documents per the Mutual Eligibility Requirements.	Non-Billable See Comments	Mutual		The Mutuals Requirements and policies identical.
4		Financial Verification - for all transfers except Nonresident Co-Owner	All calculations and documents are validated with the appropriate Mutual policy.	Non-Billable	Mutual		
5		Financial Verification - for all transfers except Nonresident Co-Owner	If all information is validated, and the prospective member(s) qualify, an appointment is schedule to sign transfer documents.	Non-Billable	Mutual		
6		Transfer documents	Prepare documents: Occupancy Agreement, Request to Transfer, Change of Ownership, Mutual Stock Certificate, GRF Certificate, Inspection Request, Obtain Account Balance, notify the Mutual President that documents are ready.	Billable See Comments	Mutual		\$250.00 per policy 40-5061-2 Fees
7	NLP	Annual Mail-out & Returned Mail	Near the end of each December property taxes, annual passes are mailed to each unit. Coupon books are mailed separately. Annual passes will be mailed out until GRF no longer issues them.	Non-Billable	Mutual / Shareholder	STO reproduces the 4 missing annual passes. Note: The replacement of passes are recorded in the computer to avoid possible duplicate issuing.	Envelopes that are not deliverable various reasons) are returned to S members to claim. If a member co (with their ID card), and their mail h been returned to us, we submit a n for a duplicate tax statement from finance department.

DATE: NOVEMBER 10, 2021

	If a Mutual opt outs this service will no longer be provided.	Item	GRF Stock Transfer - Counter Processes	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee comments	Staff Description
1		Passes; Service - NRCO, POA, Inheritor, Trustee, Administrator, Court Ordered Executor	To receive one of these passes a Service Pass Request form must be completed. The file is pulled so as to confirm authority. Any necessary paperwork is copied and attached to the fly sheet. 2 passes are issued with a small punch in the lower right corner allowing access to the community before/after hours and on weekends, as the regular gate passes are limited on their hours of entry.	Non-Billable	Mutual		
2	NLP	Caregiver	ALL caregivers MUST register with EACH client they are assisting per Mutual Policies.	Non-Billable	Mutual / Shareholder		

DATE: NOVEMBER 10, 2021

	If a Mutual opt outs this service will no longer be provided.	Item	Copy Center	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee comments	Staff Description
1	NLP	Mutual Audit Financial Statements and Annual Budget copies	Carolyn Miller request copies of mutual (1- 17) financial statement annually. There are 6,608 units for Mutual financials.	Non-Billable	Mutual	Budgets	
2	NLP	Monthly agendas and Minutes for Mutuals	Monthly agendas and minutes for the mutuals, the request is sent by administration (Mutual Administration).	Non-Billable	Mutual		
3	NLP	End-of-the-year mail-outs	Year-end envelopes included are passes/ Monthly payment vouchers and deliver to post office. (6,608)	Non-Billable	Mutual	Passes will be included as long as GRF issues them.	Done by the copy center
4	NLP	Mutual copy orders	Copies ordered by Mutuals at the copy center	See Comments	Mutual		Mutuals billed for the copies at cost

DATE: NOVEMBER 10, 2021

	If a Mutual opts out this service will no longer be provided.	ITEM	Finance Department - Management Services	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
15	NLP	Accounts Receivable	Reverse late fees per Mutual instructions	Non-Billable	Mutual		Accounting services provided to the M
16	NLP	Audits	Present annual financial statements to each board at their board meetings. Prepare and review financial statement templates with disclosure notes. Initiate bank confirmation letters to all banks created and follow-up on non-responses.	Non-Billable	Mutual		Accounting services provided to the M
17	NLP	Budgets	One-on-One budget meetings to compile budget information into template	Non-Billable	Mutual		Accounting services provided to the M
18	NLP	Budgets	Finalize budget reports, update reserve study information, follow up on pending items. Present standardized budget reports to each board at their board meetings. Compile financial data to assist Mutuals with their budget planning.	Non-Billable	Mutual		Accounting services provided to the M
19	NLP	Cable Billing	Review data from Spectrum and from Supervise; add or remove cable charges as instructed. Answer questions and explain cable billing to shareholders.	Non-Billable	Mutual		Accounting services provided to the M billing cable charges to shareholders.
20	NLP	Cash Management	Research and process lockbox exceptions	Non-Billable	Mutual		Accounting services provided to the M
21	NLP	Cash Management	Review prior day bank activity for all Mutual bank accounts	Non-Billable	Mutual		Accounting services provided to the M
22	NLP	Cash Management	Follow up with payees on stale-dated checks	Non-Billable	Mutual		Accounting services provided to the M
23	NLP	Cash Management	Perform bank reconciliations for 31 checking account	Non-Billable	Mutual		Accounting services provided to the M
24	NLP	Cash Management	Send positive pay file to bank on a daily basis	Non-Billable	Mutual		Accounting services provided to the M
25	NLP	Cash Management	Reconcile and post daily lockbox file from bank	Non-Billable	Mutual		Accounting services provided to the M
26	NLP	Escrow	Prepare pink demand listing all outstanding balances and summarizing	Non-Billable	Mutual		Accounting services provided to the M

DATE: NOVEMBER 10, 2021

	If a Mutual opts out this service will no longer be provided.	ITEM	Finance Department - Management Services	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
42	NLP	Income Tax Returns	Pay quarterly estimated Federal and State income taxes	Non-Billable	Mutual		Accounting services provided to the M
43	NLP	Misc. Violations	Follow up on delinquent accounts, send second notices or statements each month, provide aging receivable report to Mutual.	Non-Billable	Mutual		Accounting services provided to the M Except where noted.
44	NLP	Mutual Fires	Additional invoice processing. Process insurance claims proceeds. Track expenses for insurance reporting.	Non-Billable	Mutual		Additional invoices due to contractors repairing the damage.
45	NLP	Mutual Fires		See Comments	Mutual		May be billable to the responsible party GRF services such as security.
46	NLP	Mutual Unit Acquisitions	Compile acquisition costs including court-defined exchange. Transfer utility account to Mutual. Track expenses, including property taxes, during Mutual possession for gain/loss calculation. Record gain/loss on sale of unit and report on annual income tax filings.	Non-Billable	Mutual		Additional accounting services provided Mutual
47	NLP	Payment Processing	Add or update shareholder bank information for direct debits	Non-Billable	Mutual		Accounting services provided to the M
48	NLP	Payment Processing	Verify input of shareholder bank information for accuracy	Non-Billable	Mutual		Accounting services provided to the M
49	NLP	Payment Processing	Post payments for SROs, carrying charges and other miscellaneous charges to shareholder accounts receivable accounts.	Non-Billable	Mutual		Accounting services provided to the M
50	NLP	Payment Processing	Record miscellaneous cash receipts by Mutual (Green sheets)	Non-Billable	Mutual		Accounting services provided to the M
51	NLP	Payment Processing	Prepare bank deposits and scan checks to the bank by Mutual	Non-Billable	Mutual		Accounting services provided to the M
52	NLP	Payment Processing	Process lockbox exception payments	Non-Billable	Mutual		Accounting services provided to the M
53	NLP	Payment Processing	Batch mail monthly assessment payments to the lockbox payment processing center	Non-Billable	Mutual		Accounting services provided to the M

DATE: NOVEMBER 10, 2021

	If a Mutual opts out this service will no longer be provided.	ITEM	Finance Department - Management Services	GRF Services Billable or Non- billable	Mutual Shareholder Service	Committee Comments	Staff Description
65	NLP	Regulatory	TIN match all new vendors to mitigate B notices and improper 1099 reporting.	Non-Billable	Mutual		Accounting services provided to the Mutuals
66	NLP	Regulatory	Maintain vendor database including Form W9 for 1099 reporting	Non-Billable	Mutual		Accounting services provided to the Mutuals
67	NLP	Regulatory	Process 1099s for qualifying vendors at year-end	Non-Billable	Mutual		Accounting services provided to the Mutuals
68	NLP	Reporting/Copying	Tracking all legal expenses by Mutual by case, maintain copies of all legal bills in respective files	Non-Billable	Mutual		Accounting services provided to the Mutuals
69	NLP	Special Requests	Create performance reports for Mutuals recapping the year to be presented at Mutuals' annual meetings.	Non-Billable	Mutual		Accounting services provided to the Mutuals
70	NLP	Special Requests	New CFOs requiring additional individual training over and above the training provided at the CFO council. Some directors require a significant amount of additional one-on-one time.	Non-Billable	Mutual	Cases of over usage of staff time will be handled on an individual basis with Mutual.	Accounting services provided to the Mutuals. Well trained CFO's are in the best interest both the Mutuals and GRF.
71	NLP	Perform reconciliations for all investment portfolios and money market accounts	The Standard number of bank accounts is 2 checking (general and tax & repair) and 3 money market accounts (restricted, non-restricted and property tax impounds). An additional 2 investment accounts would be acceptable.	See Comments	Mutual		Accounts over the standard amount will be Billable.
72	NLP	Budgets (Deleting this item and adding it to Mutual Administration Line #46)	Coordinate the copying of annual budgets and disclosure statements (M12) (will be deleted)	Billable	Mutual	Fees should match copy center fees. Plus hourly rate TBD.	M12 budget contains additional pages (disclosures and policies) that are not in other Mutual budget reports.
73	NLP	Reporting/Copying	Provide additional copies of CFO packets that have already been provided	See Comments	Mutual		1 to a Mutual CFO a month is standard may be Billable for copy cost.
74	NLP	Insurance renewal (yearly)	GRF and Mutual	Non-Billable	All		
75	NLP	Charging Stations		Non-Billable	Mutual		GRF will not be involved in the charging of Shareholders but will handle payments received from Companies.

EXHIBIT "B"

Exhibit "B"

Hourly billing rates based on average full-time staff using 2022 budgeted wages, subject to increases pursuant to the terms and conditions of the Agreement.

Dept.

Finance	\$	48.00
Mutual Admin	\$	28.00
PP Inspectors	\$	44.00
Purchasing	\$	45.00
Recreation	\$	38.00
Security	\$	20.00
Stock Transfer	\$	28.00
HR	\$	35.00
Admin	\$	27.00
Service Maintenance	\$	47.20

Hourly Rate will be charged in ¼ hour segments.

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: LEANN DILLMAN, HUMAN RESOURCES DIRECTOR
SUBJECT: APPROVAL OF JOB DESCRIPTIONS - COMMUNICATIONS COORDINATOR
AND RECREATION ATTENDANT
DATE: NOVEMBER 15, 2021
CC: FILE

At the October 7, 2021 meeting of the GRF Administration Committee, the Committee members recommend the GRF Board of Directors to approve Policy 30-3193.1-8, Communications Coordinator job description and Policy 30-3699.1-8, Recreation Attendant job description.

The Communication Coordinator is a new position to Golden Rain Foundation and the full-time employment has been adopted in the 2022 approved budget. The Recreation Attendant is an existing position, formerly named RV Lot/1.8 Acre, also included in the 2022 approved budget.

I move to adopt and approve Policies 30-3193.1-8, Communications Coordinator and Policy 30-3699.1-8, Recreation Attendant, as presented.

Communications Coordinator

Department:	News	Wage/Salary Grade:	R28
Position Type:	Full Time <input checked="" type="checkbox"/> Part Time <input type="checkbox"/>	Shift:	Monday-Friday 8:00am-4:30pm
Reports To:	Managing Editor	FLSA:	NonExempt

1. OVERALL FUNCTION

- 1.1. Under the direction of the Managing Editor, serves in a public relations/editorial/production capacity to foster GRF communications and liaison between GRF, the public, as well as various media platforms, including the LW Weekly; performs a broad range of comprehensive administrative functions and duties as assigned.

2. DUTIES AND RESPONSIBILITIES

2.1. Essential Functions

- 2.1.1. Serves as GRF Recording Secretary for the Communication Committee; performs secretarial functions to support the committee; attends monthly meetings; records committee discussions and actions and drafts minutes; also prepares agendas and documents as assigned, and schedules meetings to facilitate committee business.
- 2.1.2. Prepares and proofreads monthly Board Meeting calendars, and assists Managing Editor with monthly production reports for Communications/IT Committee.
- 2.1.3. Prepares agendas, scripts, PowerPoint presentations, and minutes for the News Department and its GRF committee.
- 2.1.4. Assists in preparation and proofreads scripts for the Executive Director, Board President, and various committee members as necessary.
- 2.1.5. Assists editorially (writing, processing, proofreading) in news coverage to support the mission and vision of the GRF; ability to take captions, photographs, and layout and design marketing materials, and special reports and publications.
- 2.1.6. Assists the production department in pre-press operations to include uploading the print edition to the printer and posting the e-edition.
- 2.1.7. Assists News Department with developing, editing, and implementing coordinated, consistent branding and cohesive messaging campaigns.

(Oct 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

Communications Coordinator

wide, which may entail graphic design, charts, and other elements for the LW Weekly and GRF publications.

2.1.8. Monitors social media channels, fielding questions, answering requests, moderating notifications and monitoring comments; provides backup support in sending LW Live e-mail; and ensures GRF website content is correct, consistent throughout, and regularly updated and revised.

2.1.9. Drafts monthly Board of Directors Reports to Mutuals, and coordinates with GRF/Mutual leaders and staff to produce the GRF Annual Report.

2.2. Other duties as assigned.

3. KNOWLEDGE, SKILLS, AND ABILITIES

- 3.1. Knowledge of office procedures, including filing and telephone etiquette.
- 3.2. Knowledge of business composition, spelling, grammar, and punctuation.
- 3.3. Computer literate and knowledge of business software (e.g Adobe InDesign, Adobe Acrobat, MS Word, MS PowerPoint, and other desktop components).
- 3.4. Knowledge of social media programs.
- 3.5. Strong oral and written communications skills.
- 3.6. Must be detail-oriented and able to manage multiple projects simultaneously while maintaining accuracy.

4. PHYSICAL ABILITIES

- 4.1. Ability to remain seated for up to three (3) hours.
- 4.2. Occasional bending and stooping.
- 4.3. Ability to lift up to 15 pounds.
- 4.4. Close vision necessary.

5. MENTAL ABILITIES

- 5.1. Ability to read, write and communicate effectively.
- 5.2. Ability to maintain confidentiality and use diplomacy and sound judgment.
- 5.3. Ability to work effectively with co-workers, shareholders and/or members of family members.
- 5.4. Ability to organize and prioritize assignments.

(Oct 21)

GOLDEN RAIN FOUNDATION Seal Beach, Calif

6. **EDUCATION**

- 6.1. Bachelor's Degree preferred from an accredited 4-year University or five years equivalent work experience.
- 6.2. Two (2) years experience in communications strategy development.
- 6.3. Content writing experience for all media platforms.
- 6.4. Ability to acquire and maintain detailed knowledge of GRF's policies, principles and mission statement. Will be required to keep up-to-date with relevant developments.

7. **LICENSE & CERTIFICATES**

- 7.1. Valid California driver's license and a satisfactory driving record are conditions of initial and continued employment.

8. **PERSONAL PROTECTIVE EQUIPMENT**

- 8.1. None.

9. **WORK ENVIRONMENT**

- 9.1. Normal indoor conditions.

10. **TOOLS AND EQUIPMENT'S USED**

- 10.1. Computer software (e.g. Microsoft Office, Adobe Acrobat, Adobe InDesign)
- 10.2. Telephone.
- 10.3. Fax.
- 10.4. Copier.

Communications Coordinator

I have read and understand the information contained in this position description.

Employee Name (print): _____

Employee Signature: _____ Date: _____

Document History

Adopted: 07 Oct 21 Updated:

Keywords: Public Relations Social Media

(Oct 21)

GOLDEN RAIN FOUNDATION Seal Beach, Calif

Page 4 of 5

Communications Coordinator

Our organization serves a community of residents aged 55 and older, and most positions with GRF involve interaction and communication with these residents. Some residents suffer from cognitive impairment or other medical conditions. These conditions can cause unexpected behavior, such as agitation towards others and confusion, and GRF cannot predict the behavior of residents.

Accordingly, GRF employees must be able to relate to and work positively and professionally with elderly residents (including those who volunteer on various committees and boards) as they may sometimes be required to engage in communications or interactions with community residents that can be difficult or involve harsh words/raised voices.

What's more, employment at GRF may require entry into the residences of our community residents, which might expose the employee to some unpleasant sights or smells, unsanitary conditions, or unknown medical conditions.

I have read and understand the information contained above.

Employee Name (print): _____

Employee Signature: _____ Date: _____

(Oct 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

Recreation Attendant

Department:	Recreation	Wage/Salary Grade:	R15
Position Type:	Full Time <input type="checkbox"/> Part-Time <input checked="" type="checkbox"/>	Shift:	14 to 28 hours/week <i>Rotating schedule Including days, weekends, and holidays</i>
Reports To:	Recreation Director	FLSA:	Non-Exempt

1. OVERALL FUNCTION

- 1.1. Under the direction of the Recreation Director, provides comprehensive inspections, customer service and administrative support Trust Property at 5.5-acre RV lot under individual GRF member lease terms as well as Trust Property leased for Club use.

2. DUTIES AND RESPONSIBILITIES

2.1. Essential Functions

- 2.1.1. Inspects the RV lot daily, to ensure entities are maintained and in good working order; reports any issues to Recreation Department management.
- 2.1.2. Answers phones and communicates with Members related to operations.
- 2.1.3. Maintains inventory of membership and recreational vehicle; handles new leases, annual billings, late notices and policy/lease agreement violation notices, and processes all payments using point of sales system (POS).
- 2.1.4. Verifies that all vehicle registrations and GRF vehicle decals are properly displayed and up to date.
- 2.1.5. Reports new and terminated leases to Finance & Recreation Departments.
- 2.1.6. Verifies that policies, use conditions, and restrictions of the lot are being followed.
- 2.1.7. Provides daily activity report to Recreation Director including operational or maintenance issues.
- 2.1.8. Provides a written monthly inspection report to the Recreation Committee of all RV lot spaces.
- 2.1.9. Places any service order for maintenance or pest control for RV lot space as requested or as needed.

(Oct 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

Recreation Attendant

2.1.10. Maintains property by watering dirt RV lot with spray rig and Cush to ensure dust is kept to a minimum; empties all trash cans and dumpsters in accordance with scheduled pick-up days; swe charging station; maintains the overall general appearance of the lot.

2.1.11. Maintains and replaces USA flag at charging station as needed.

2.1.12. May be expected to provide meal and rest break coverage for o Recreation staff.

2.2. Other duties as assigned.

3. KNOWLEDGE, SKILLS AND ABILITIES

3.1. Knowledge of occupational hazards and safety precautions.

3.2. Customer service experience with knowledge of telephone etiquette.

3.3. Proficient computer skills and knowledge of basic office procedures and us a mobile tablet device.

3.4. Must be available to work flexible schedule hours per week, varied day (poss weekends and holidays).

3.5. Must be able to operate front-end loader.

4. PHYSICAL ABILITIES

4.1. Frequent sitting, standing and walking.

4.2. Occasional bending, stooping and twisting.

4.3. Ability to operate office equipment.

4.4. Ability to operate paint spraying machine.

4.5. Ability to lift, push, and pull up to 50 pounds.

5. MENTAL ABILITIES

5.1. Ability to read, write and communicate effectively.

5.2. Ability to respond to emergencies efficiently and make immediate decisions

5.3. Ability to deal effectively with co-workers, GRF members, and vendors.

5.4. Ability to maintain confidentiality and use diplomacy and sound judgment.

6. EDUCATION AND EXPERIENCE

6.1. Minimum high school diploma (or equivalent).

(Oct 21)

GOLDEN RAIN FOUNDATION Seal Beach, Calif

Recreation Attendant

6.2. Six (6) months' customer service experience.

7. LICENSE AND CERTIFICATES

7.1. CPR, AED, and First Aid – required within 90 days of hire.

7.2. OSHA 10 – Preferred but not required.

8. PERSONAL PROTECTIVE EQUIPMENT

8.1. Rain Gear.

8.2. Safety Vest.

8.3. Work Gloves.

9. WORK ENVIRONMENT

9.1. Exposure to outdoor elements.

9.2. General office settings.

10. TOOLS AND EQUIPMENT USED

10.1. Telephone.

10.2. Computer.

10.3. Calculator.

10.4. Copier.

10.5. Fax.

10.6. Paint sprayer.

10.7. Water Sprayer.

10.8. Cushman truck.

10.9. CCTV system.

I have read and understand the information contained in this position description.

Employee Name (print): _____

Employee Signature: _____ Date: _____

Document History

Adopted: 10 Jul 20

Amended: 07 Oct 21

Keywords: RV Lot
(Oct 21)

Recreation

GOLDEN RAIN FOUNDATION Seal Beach, California

Recreation Attendant

Our organization serves a community of residents aged 55 and older, and most positions with GRF involve interaction and communication with these residents. Some residents suffer from cognitive impairment or other medical conditions. These conditions can cause unexpected behavior, such as agitation towards others and confusion, and GRF cannot predict the behavior of residents.

Accordingly, GRF employees must be able to relate to and work positively and professionally with elderly residents (including those who volunteer on various committees and boards) as they may sometimes be required to engage in communications or interactions with community residents that can be difficult or involve harsh words/raised voices.

What's more, employment at GRF may require entry into the residences of our community residents, which might expose the employee to some unpleasant sights or smells, unsanitary conditions, or unknown medical conditions.

I have read and understand the information contained above.

Employee Name (print): _____

Employee Signature: _____ Date: _____

(Oct 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: COMMUNICATION/IT COMMITTEE
SUBJECT: APPROVAL LEISURE WORLD WEEKLY DIGITIZATION OF 1962-1999 M
DATE: NOVEMBER 15, 2021
CC: FILE

At the November 15, 2021 meeting of the Communication/IT Committee, the Comm moved to recommend the GRF Board of Directors to approve the Historical Society's request to sign the Ancestry.com release, as attached, for the Golden Rain News to become part of the CDNC UC Riverside/Newspapers.com digital newspaper database.

I move to approve the Historical Society's request to sign the Ancestry.com release, as attached, for the Golden Rain News to become part of the CDNC UC Riverside/Newspapers.com digital newspaper database.

Leisure World Newspaper Digitization Project

Leisure World History Society (a California 501c3 educational foundation), 2021-11-03

Project

The historical society owns 61 reels of 35mm microfilm that archives the Golden Rain News from 1962 through 1999. This project's first goal is to digitize the microfilm so it is searchable and move searchable files onto the Internet. The second goal is to expand the published hosted newspapers to include the 2000 – 2010 newspapers at the UCI Leisure World Archive and the 2011 – current newspapers stored at Golden Rain Foundation.

Microfilm Processing for 1962 – 1999 newspapers

There are two parts to the microfilm digitization process. Scanning the microfilm and creating digit files using OCR (Optical Character Recognition), one file per page. Add tags to the files that identify the contents of each page, the publisher, the publication name, the print date, and the issue number.

Grants

Library of Congress has a program that provides grants for newspaper conversions but the grants are limited to newspapers that are considered historically significant and the Golden Rain News doesn't qualify. There are no local or state grants available at this time.

California Digital Newspaper Database Hosting

UC Riverside hosts the California Digital Newspaper Collection site <http://cdnc.ucr.edu> (CDNC). This project hosts digitized newspapers published in California. Once accepted into the CDNC program, newspapers will be hosted in perpetuity by this program for free. UC Riverside has reviewed our newspaper and considers it acceptable for this program. A release must be signed by The Golden Rain Foundation (the content creator) allowing the newspapers to be part of the CDNC program.

Paid Hosting

\$1,200 per year as a private entity to host the Golden Rain News with the company that hosts the CDNC program. Content would have to be uploaded and managed by the Golden Rain Foundation and the Historical Society. Once digitized the newspaper files will be between 2.5 TB and 3.0 TB (terabytes).

Quotes if Historical Society paid for the digitization.

Estimated Pages to be converted 57,950 (950 pages/reel). The Historical Society went to multiple vendors to get pricing for conversion and file tagging.

UC Riverside: \$19,703
Horizon Business Solutions \$19,703
High Desert Micro-imaging \$12,169

UC Riverside // Newspapers.com Partnership (Explanation from UCR.ed

The Historical Society sent samples of the newspaper scanned from the microfilm to UC Riverside assistance and information about converting historical newspapers. This is their summary:

This (Golden Rain Newspaper) would not be a candidate for Library of Congress NDNF funding or inclusion in Chronicling America, which focus on “historically important” state titles. I do think this would be a good candidate for our partnership with newspapers.com. The terms of our agreement with them are as follows:

- 1) They digitize at their cost following our standards, which were established by the Library of Congress for the Chronicling America program
- 2) They provide us copies of all the data they produce
- 3) During the first 3 years after the data is created, the “embargo period”, it is only available at newspapers.com
- 4) After the embargo period it’s freely available to everyone through the CDNC, <http://cdnc.ucr.edu>
- 5) During the embargo the Historical Society and the publisher get free access to the newspaper through newspapers.com

Action requested from the Golden Rain Foundation

The Historical Society is recommending entering the UC Riverside / Newspapers.com partnership. This will make the Leisure World newspapers available online with no upkeep or maintenance required by the Historical Society (a volunteer organization) or the Golden Rain Foundation. We could begin entering the program with the 61 reels of microfilm.

The Historical Society is asking the Golden Rain Foundation to sign the attached release so the Golden Rain News become part of the CDNC UC Riverside / Newspapers.com digital newspaper database.

Regards
Margaret Gillon
President, Leisure World Historical Society

[letterhead]

[date]

To Whom It May Concern,

The Golden Rain Foundation is pleased to learn that the Center for Bibliographical Studies Research (CBSR) at the University of California, Riverside is interested in digitizing the microfilm reels of back issues of the *LW Weekly / Golden Rain News / Leisure World News*, so that the public can freely access them online. We understand that this project is being conducted in a partnership with Ancestry.com, that all digital files that Ancestry.com produces will be provided to the CBSR, that the files will be freely available at Leisure World Historical Society and the Golden Rain Foundation for onsite use only for three years, and that all digital files that Ancestry.com produces will be published to its websites, including Newspapers.com. After the three year embargo (three years after the files are produced), the files will be freely available online at the California Digital Newspaper Collection site <http://cdnc.ucr.edu> (CDNC). As part of its support for this project, the Golden Rain Foundation stipulates that it shall have free and unlimited access to the digital archives through CDNC.

The Golden Rain Foundation fully supports and authorizes the reproduction into digital form of in-copyright, post-1922 issues of newspapers for which we are the copyright holder. The papers to be included in the proposed project are:

1. Leisure World News, 1961-
2. Seal Beach Leisure World News, 1961-
3. Golden Rain Seal Beach Leisure World News, 1961-
4. LW Weekly, 2010 -
5. Succeeding titles to be determined

Sincerely,

President, Golden Rain Foundation

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE (CM)
SUBJECT: APPROVAL 2021 / 2022 MASTER INSURANCE POLICY RENEWAL
DATE: NOVEMBER 23, 2021
CC: FILE

DLD Insurance Brokers, Inc. has partnered with the Golden Rain Foundation (GRF) for over 30 years to secure broad and competitive insurance options, in terms of both pricing and coverage conditions. The master insurance package includes coverage for Directors & Officers (D&O), Errors & Omissions (E&O), Forefront Portfolio (Crime/Fiduciary/KRE/Workplace Violence) and Property/Causality.

For this renewal period, the master policy covering both GRF and the Mutuals shows an overall increase of 13.87% over the expiring policy period or overall favorable to the 2022 budget of 8.07%. Premiums for the renewing coverage period listed by coverage type and comparison to the expiring policies and the 2022 budgets are shown in Exhibit A – 2021-2022 Insurance Premium Proposal Comparative.

The new master insurance policy proposal of \$2,856,963 includes a 3-year pollution policy totaling \$93,762, of which \$31,254 is to be allocated to the 2022 budget year. Total premium expenditure of \$2,794,455 will be recognized in the 2022 GRF and Mutual combined budget.

Combined funds (Foundation and Mutuals), in the amount of \$3,039,852 were included in the respective 2022 operating budgets based upon estimates and assumptions made during the budget period.

To approve the master insurance policy proposal dated November 12, 2021, as submitted, the amount of \$2,856,963, for the policy period of December 1, 2021 to December 1, 2022 and authorize the President to sign the required renewal documents, per the insurance proposal dated November 12, 2021, as prepared and submitted by DLD Insurance Brokers, Inc.

2021 / 2022 Insurance Premium Proposal Comparative

Exhibit

	GRF & Mutual Combined			GRF Only		
	Renewal	Current	Change	Renewal	Current	Change
Property	1,483,667	1,267,239	216,428	88,574	82,497	6,077
Automotive Liability	5,509	6,817	(1,308)	5,509	6,817	(1,308)
General Liability	508,672	467,088	41,584	30,368	30,407	(39)
Total Property & Liability	1,997,848	1,741,144	256,704	124,451	119,721	4,730
Boiler & Machinery	25,115	22,802	2,313	1,499	1,271	228
Umbrella (Includes Excess Liability)	298,582	268,750	29,832	298,582	268,750	29,832
Forefront Security (GRF)	33,724	29,438	4,286	33,724	29,438	4,286
Directors & Officers (GRF)	69,445	63,385	6,060	69,445	63,385	6,060
Excess D & O \$5M (GRF)	46,144	42,099	4,045	46,144	42,099	4,045
Cyber Liability (GRF)	8,954	7,446	1,508	8,954	7,446	1,508
Errors & Omissions (GRF)	71,243	63,446	7,797	71,243	63,446	7,797
Directors & Officers (Mutuals)	127,315	108,605	18,710	-	-	-
Excess D & O \$5M (Mutuals)	76,164	67,034	9,130	-	-	-
Cyber Liability (Mutuals)	8,667	8,667	0	-	-	-
Total Management Liability	765,354	681,672	83,682	529,591	475,835	53,756
Pollution Policy (3-yr term 2021 - 2023)	31,254	31,254	-	31,254	31,254	-
Total Policy Premiums	2,794,456	2,454,070	340,386	685,296	626,810	58,486
Annual Budget	3,039,852	2,564,405	475,447	775,952	635,617	140,335
Variance to Budget Favorable (Unfavorable)	245,396	110,335		90,656	8,807	

2021-2022 Premium Summaries for All Lines:

Coverage	2020-2021 Renewal Premium	2021-2022 Renewal Premium
Property (including Inland Marine)	\$1,267,239	\$1,483,667
General Liability (including Clubs)	\$467,100	\$508,672
Auto Liability	\$6,805	\$5,509
Umbrella/Excess Liability	\$268,750	\$298,582
Boiler and Machinery	\$22,802	\$25,115
Environmental / Pollution (3-year term)	\$93,762	\$93,762
ForeFront	\$29,438	\$33,724
GRF D&O/EPL	\$63,385 <u>42,099</u> \$105,484	\$69,445 <u>46,144</u> \$115,589
Mutual's D&O/EPL	\$108,605 <u>67,034</u> \$175,639	\$127,315 <u>76,164</u> \$203,479
Professional Liability / E&O	\$63,446	\$71,243
GRF Cyber Liability	\$7,446	\$8,954
Mutual's Cyber	\$8,667	\$8,667
TOTAL (including all Taxes & Fees)	\$2,516,578	\$2,856,963

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: APPROVAL TRUST PROPERTY LEASE AGREEMENT
DATE: NOVEMBER 15, 2021
CC: FILE

At the November 15, 2021 meeting of the Finance Committee, the Committee motioned to recommend the GRF Board of Directors approval for a one-year term commencing on January 1, 2022, and expiring on December 31, 2022, at the annual rent of one dollar (\$1.00), per the terms and conditions, the following lease agreements for the exclusive use of Trust property:

Policy 40-1490-6, Friends of the Library Club; Policy 40-1491-6, Genealogy Club; Policy 40-1492-6, Golden Age Foundation; Policy 40-1493-6, Historical Society Club; Policy 40-1494-6, Radio Club; Policy 40-1495-6, Theater Club; Policy 40-1496-6, Rolling Thunder Club; Policy 40-1497-6, Video Producers Club; Policy 40-1498-6, Mutual Eight.

I move to approve one-year term commencing on January 1, 2022, and expiring on December 31, 2022, at the annual rent of one dollar (\$1.00), per the terms and conditions of the following lease agreements for the exclusive use of Trust property:

- Policy 40-1490-6, Friends of the Library Club
- Policy 40-1491-6, Genealogy Club
- Policy 40-1492-6, Golden Age Foundation
- Policy 40-1493-6, Historical Society Club
- Policy 40-1494-6, Radio Club
- Policy 40-1495-6, Theater Club
- Policy 40-1496-6, Rolling Thunder Club
- Policy 40-1497-6, Video Producers Club
- Policy 40-1498-6, Mutual Eight
- Policy 40-1487-6, RV Lot

This lease agreement is made on January 1st, 2022 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and Friends of the Leisure World Library, a California non-profit public benefit corporation (hereinafter referred to as "**FRIENDS**") who agree as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of 1,150 square feet building, located at 2300 North Gate Road (hereinafter the "Premises").
- b. **FRIENDS** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **FRIENDS** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2022 and shall expire December 31st, 2022. GRF and/or **FRIENDS** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

FRIENDS shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

FRIENDS wishes to lease this space for the purposes of operating the **FRIENDS'** Bookstore and reading room; provide volunteers to: staff **FRIENDS'** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations of Use) the meetings and programs of the **FRIENDS**; engage in activities which further the purposes of the **FRIENDS**; and to further the benefits to the shareholder/members.

FRIENDS' use of the Premises as provided in this Agreement shall be in accordance with the following:

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- a. **FRIENDS** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)
- b. **FRIENDS** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- c. **FRIENDS** shall comply with the **FRIENDS'** Bylaws attached to this Agreement and shall include a resolution from the **FRIENDS'** Board of Directors to enter this agreement.
- d. **FRIENDS** shall comply with all of the regulations and rules of **FRIENDS'** use of the Premises including, without limitation, the obligation, at **FRIENDS'** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- e. **FRIENDS** shall not use the Premises in any manner that will constitute a nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- f. **FRIENDS** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **FRIENDS's** personal property and equipment stored at the Premises.
- g. **FRIENDS** shall procure any and all permits required by law to operate the business of **FRIENDS** at the Premises.

5. DISCLAIMER

FRIENDS agrees, all acts by **FRIENDS**, are as a fully independent corporation and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assume any legal liability or responsibility for any actions of or omissions by **FRIENDS**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **FRIENDS** shall be liable for any damage to the Premises resulting from the acts or omissions of **FRIENDS**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **FRIENDS** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **FRIENDS** to remove

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any alteration that **FRIENDS** has made to the Premises. If GRF so elects, **FRIENDS** at its cost, shall restore the Premises to the original condition.

- c. If **FRIENDS** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Manager) has received written notice from **FRIENDS** stating the date that the installation of the alterations to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The Premises, every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

The **FRIENDS** and its members, on behalf of their heirs, executors, successors, assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **FRIENDS's** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **FRIENDS's** use of the Premises.

Any **FRIENDS** activity which may require special insurance not mentioned herein will be maintained by **FRIENDS** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

FRIENDS shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any

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119 assignment, encumbrance or sublease shall constitute a further waiver of the
120 provisions of this paragraph.

121 Any dissolution, merger or consolidation of **FRIENDS** shall be deemed an involuntary
122 assignment and shall constitute a default of **FRIENDS**. GRF shall have the right to
123 terminate this Agreement, in which case the lease shall not be treated as an asset of
124 **FRIENDS**.

125 No interest of **FRIENDS** in this Agreement shall be assignable by operation of law.

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127 10. DEFAULT

128 The occurrence of any of the following shall constitute a default by **FRIENDS**.

- 129 a. Failure to pay rent when due.
- 130 b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- 131 c. Failure to perform any other provision of the Agreement if the failure to perform
- 132 is not cured within thirty (30) days after written notice has been given to
- 133 **FRIENDS**. If a default cannot reasonably be cured within thirty (30) days,
- 134 **FRIENDS** shall not be in default of this Agreement if **FRIENDS** commences
- 135 cure the default within the 30-day period and diligently and in good faith
- 136 continues to cure the default.

137 Notice given under this paragraph shall specify the alleged default in the applicable
138 agreement provisions, and shall demand that **FRIENDS** perform the provisions of the
139 Agreement, or surrender the Premises. No such notice shall be deemed a forfeiture
140 or a termination of this lease unless GRF so elects in the Notice.

141 GRF shall have the following remedies if **FRIENDS** commit a default. These
142 remedies are not exclusive; they are cumulative in addition to any remedies now or
143 later allowed by Law.

- 144 a. GRF may terminate this lease and **FRIENDS's** right to possession of the
- 145 Premises at any time upon the giving of thirty (30) days' notice to quit.
- 146 b. No act by GRF other than giving notice to **FRIENDS** shall terminate this
- 147 Agreement.
- 148 c. GRF, at any time after **FRIENDS** commits a default, can cure the default at
- 149 **FRIENDS's** cost. If GRF at any time, by reason of **FRIENDS's** default, pays
- 150 any sum or does any act that requires the payment of any sum, the sum paid
- 151 by **FRIENDS** shall be due immediately from **FRIENDS** to GRF at the time the
- 152 sum is paid, and if paid at a later date shall bear interest at the rate of 10
- 153 percent (10%) per annum from the date the sum is paid.

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158 11. RIGHT OF ENTRY

159 In addition to normal operation of the facilities, including without limitation to perform
 160 maintenance or repairs as needed, GRF and its authorized representatives shall
 161 have the right to enter the Premises at all reasonable times to determine whether
 162 Premises are in good condition and whether **FRIENDS** is complying with its
 163 obligations under the Agreement_____. (Initials)

164 12. NOTICE

166 Any notice, demand, request, consent, approval, or communication that either party
 167 desires or is required to give to the other party or any other person shall be in writing
 168 and either served personally or sent by prepaid, first class mail.

169 Any notice, demand, request, consent, approval, or communication that either party
 170 desires or is required to give to the other party shall be addressed to the other party
 171 at the address set forth on page 6 of this Agreement.

172 Either party may change its address by notifying the other party of the change of
 173 address. Notice shall be deemed communicated within forty-eight (48) hours from
 174 the time of mailing as provided in this section.

175 13. WAIVER

177 No delay or omission in the exercise of any right or remedy of GRF on any default by
 178 **FRIENDS** shall impair such a right or remedy or be construed as a waiver. GRF's
 179 consent to or approval of any act by **FRIENDS** requiring GRF's consent or approval
 180 shall not be deemed to waive or render unnecessary GRF's consent to or approval
 181 of any subsequent act by **FRIENDS**.

182 Any waiver by GRF of any default must be in writing and shall not be a waiver of any
 183 other default concerning the same or any other provision of the Agreement.

184 14. ATTORNEY'S FEES

186 The prevailing party in any legal action or proceeding (including without limitation
 187 arbitration) to enforce this Agreement shall be entitled to recover from the other party
 188 reasonable attorneys' fees, costs and expenses incurred in the prosecution or
 189 defense of the action or proceeding.

190 15. MISCELLANEOUS

191 This Agreement and any exhibits/attachments hereto constitutes the entire
 192 agreement of the parties with respect to the subject matter hereof and supersedes
 193 all prior or contemporaneous oral or written agreements regarding the subject matter
 194 of this Agreement. This Agreement shall inure to the benefit of and shall be binding
 195 upon the parties, their successors and assigns. This Agreement does not create

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196 any rights in any third parties as third-party beneficiaries. This Agreement may o
197 be modified by a written instrument executed by both parties. If any provision of
198 Agreement is determined by an arbitrator or court of competent jurisdiction to be
199 invalid or otherwise ineffective, the remaining provisions shall remain in full force.
200 This Agreement shall be construed according to its fair meaning and as though n
201 single party drafted this Agreement. This Agreement shall be construed in
202 accordance with, and governed by, the laws of the State of California.

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GOLDEN RAIN FOUNDATION

FRIENDS OF THE LW LIBRARY

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President (Signature)

President (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. **FRIENDS** Bylaws
2. **FRIENDS** Resolution

Document History

Reviewed: 24 Nov 20

Keywords:

Lease Library Recreation
Agreement

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

This lease agreement is made on January 1st, 202~~2~~4 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Leisure World Genealogy Club (hereinafter referred to as "**CLUB**") who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of room ten (10) in Clubhouse Three (3) building, consisting of 546 square feet, located at 142 Northwood Road (hereinafter the "Premises").
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 202~~2~~4 and shall expire December 31st, 202~~2~~4. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

CLUB wishes to lease this space for the purposes to provide volunteers to: staff **CLUB's** activities; schedule; obtain speakers and publicize (as stated in Policy 140 50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

CLUB's use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business_____. (initials)

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- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (Initials)
- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. **CLUB** shall be responsible for any and all personal property and equipment stored at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.

5. DISCLAIMER

CLUB agrees, all acts by **CLUB**, are as a fully independent **CLUB** and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at cost, shall restore the Premises to the original condition.

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- c. If **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after GRF Representative (Recreation Manager) has received written notice from **CLUB** stating the date that the installation of the alterations is to commence and that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The Premises, every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

The **CLUB** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB's** use or misuse (or the Boards' approval of use) of the Premises and for or by reason of any actual or alleged infringement of third party's copyright, patent or trademark related to the **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein shall be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

CLUB shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

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Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall remain in default of this Agreement if **CLUB** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions, and shall demand that **CLUB** perform the provisions of this Agreement, or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- a. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- c. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** to GRF at the time the sum is paid, and any sum paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **CLUB** is complying with its obligations under the Agreement_____. (Initials)

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, Calif

155 12. NOTICE

156 Any notice, demand, request, consent, approval, or communication that either party
 157 desires or is required to give to the other party or any other person shall be in writing
 158 and either served personally or sent by prepaid, first class mail.

159 Any notice, demand, request, consent, approval, or communication that either party
 160 desires or is required to give to the other party shall be addressed to the other party
 161 at the address set forth on page 6 of this Agreement.

162 Either party may change its address by notifying the other party of the change of
 163 address. Notice shall be deemed communicated within forty-eight (48) hours from
 164 the time of mailing as provided in this section.

165 13. WAIVER

166 No delay or omission in the exercise of any right or remedy of GRF on any default
 167 **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's
 168 consent to or approval of any act by **CLUB** requiring GRF's consent or approval
 169 shall not be deemed to waive or render unnecessary GRF's consent to or approval
 170 of any subsequent act by **CLUB**.

171 Any waiver by GRF of any default must be in writing and shall not be a waiver of any
 172 other default concerning the same or any other provision of the Agreement.

173 14. ATTORNEY'S FEES

174 The prevailing party in any legal action or proceeding (including without limitation
 175 arbitration) to enforce this Agreement shall be entitled to recover from the other party
 176 reasonable attorneys' fees, costs and expenses incurred in the prosecution or
 177 defense of the action or proceeding.

178 15. MISCELLANEOUS

179 This Agreement and any exhibits/attachments hereto constitutes the entire
 180 agreement of the parties with respect to the subject matter hereof and supersedes
 181 all prior or contemporaneous oral or written agreements regarding the subject matter
 182 of this Agreement. This Agreement shall inure to the benefit of and shall be binding
 183 upon the parties, their successors and assigns. This Agreement does not create
 184 any rights in any third parties as third-party beneficiaries. This Agreement may only
 185 be modified by a written instrument executed by both parties. If any provision of this
 186 Agreement is determined by an arbitrator or court of competent jurisdiction to be
 187 invalid or otherwise ineffective, the remaining provisions shall remain in full force.
 188 This Agreement shall be construed according to its fair meaning and as though no
 189 single party drafted this Agreement. This Agreement shall be construed in
 190 accordance with, and governed by, the laws of the State of California.

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

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GOLDEN RAIN FOUNDATION

GENEALOGY CLUB

President (Signature)

President (Signature)

Print

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Date

Date

Mailing Address

Mailing Address

Attachments:

1. **CLUB** Bylaws
2. **CLUB** Resolution

Document History

Reviewed: 24 Nov 20

Keywords:

Lease Agreement Genealogy Recreation Club

213

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, Calif

This lease agreement is made on January 1st, 2022 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Golden Age Foundation, a 501 (c) 3 philanthropic organization (hereinafter referred to as "**GOLDEN AGE**") who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of room 1A & 1B in Clubhouse Six (6) building of 790 square feet, located at 1661 Golden Rain Road, Buena Vista (hereinafter the "Premises").
- b. **GOLDEN AGE** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **GOLDEN AGE** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2022 and shall expire December 31st, 2022. GRF and/or **GOLDEN AGE** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

GOLDEN AGE shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

GOLDEN AGE wishes to lease this space for the purposes to provide volunteers to staff **GOLDEN AGE's** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **GOLDEN AGE**; engage in activities which further the purposes of the **GOLDEN AGE**; and to further the benefits to the shareholder/members.

GOLDEN AGE's use of the Premises as provided in this Agreement shall be in accordance with the following:

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

- a. **GOLDEN AGE** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)
- b. **GOLDEN AGE** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- c. **GOLDEN AGE** shall comply with the **GOLDEN AGE's** Bylaws attached to this Agreement and shall include a resolution from the **GOLDEN AGE's** Board of Directors to enter this agreement.
- d. **GOLDEN AGE** shall comply with all of the regulations and rules of **GOLDEN AGE's** use of the Premises including, without limitation, the obligation, at **GOLDEN AGE's** cost to maintain the alterations and/or restore the Premises to compliance and conformity with all regulations and rules relating to the construction, use, or occupancy of the Premises during the term.
- e. **GOLDEN AGE** shall not use the Premises in any manner that will constitute a waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- f. **GOLDEN AGE** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **GOLDEN AGE's** personal property and equipment stored at the Premises.
- g. **GOLDEN AGE** shall procure any and all permits required by law to operate the business of **GOLDEN AGE** at the Premises.

5. DISCLAIMER

GOLDEN AGE agrees, all acts by **GOLDEN AGE**, are as a fully independent corporation and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **GOLDEN AGE**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **GOLDEN AGE** shall be liable for any damage to the Premises resulting from the acts or omissions of **GOLDEN AGE**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **GOLDEN AGE** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within (6) months before expiration of the term, to require **GOLDEN AGE** to remove

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

- alteration that **GOLDEN AGE** has made to the Premises. If GRF so elects, **GOLDEN AGE** at its cost, shall restore the Premises to the original condition.
- c. If **GOLDEN AGE** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Manager) has received written notice from **GOLDEN AGE** stating the date that the installation of the alterations is to commence so that GRF can post and record an appropriate notice of non-liability responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The Premises, and every part thereof, and all inside and outside tile, window and other structural glass, other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

The **GOLDEN AGE** and its members, on behalf of their heirs, executors, successors and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known or unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **GOLDEN AGE's** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **GOLDEN AGE's** use of the Premises.

Any **GOLDEN AGE** activity which may require special insurance not mentioned herein will be maintained by **GOLDEN AGE** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

GOLDEN AGE shall not voluntarily assign or encumber its interest in this lease or the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

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assignment, encumbrance or sublease shall constitute a further waiver of the prov
of this paragraph.

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Any dissolution, merger or consolidation of **GOLDEN AGE** shall be deemed an
involuntary assignment and shall constitute a default of **GOLDEN AGE**. GRF shall
the right to terminate this Agreement, in which case the lease shall not be treated
asset of **GOLDEN AGE**.

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No interest of **GOLDEN AGE** in this Agreement shall be assignable by operation

10. DEFAULT

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The occurrence of any of the following shall constitute a default by **GOLDEN AGE**

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- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **GOLDEN AGE**. If a default cannot reasonably be cured within thirty (30) days, **GOLDEN AGE** shall not be in default of this Agreement if **GOLDEN AGE** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

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Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions, and shall demand that **GOLDEN AGE** perform the provisions of this Agreement, or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

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GRF shall have the following remedies if **GOLDEN AGE** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or hereafter allowed by Law.

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- a. GRF may terminate this lease and **GOLDEN AGE's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- b. No act by GRF other than giving notice to **GOLDEN AGE** shall terminate this Agreement.
- c. GRF, at any time after **GOLDEN AGE** commits a default, can cure the default at **GOLDEN AGE's** cost. If GRF at any time, by reason of **GOLDEN AGE's** default, pays any sum or does any act that requires the payment of any sum, the sum so paid by **GOLDEN AGE** shall be due immediately from **GOLDEN AGE** to GRF at the time the sum is paid, and if paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

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11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **GOLDEN AGE** is complying with its obligations under the Agreement_____. (Initials)

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this section.

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by **GOLDEN AGE** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **GOLDEN AGE** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **GOLDEN AGE**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES

The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

parties, their successors and assigns. This Agreement does not create any rights
any third parties as third-party beneficiaries. This Agreement may only be modified
a written instrument executed by both parties. If any provision of this Agreement is
determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise
ineffective, the remaining provisions shall remain in full force. This Agreement shall be
construed according to its fair meaning and as though no single party drafted this
Agreement. This Agreement shall be construed in accordance with, and governed by,
the laws of the State of California.

GOLDEN RAIN FOUNDATION

GOLDEN AGE FOUNDATION

President (Signature)

President (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. **GOLDEN AGE** Bylaws
2. **GOLDEN AGE** Resolution

Document History

Reviewed: 24 Nov 20

Keywords:

Lease Agreement Golden Age Foundation Recreation

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, Calif

This lease agreement is made on January 1st, 2022 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Leisure World Historical Society 501(c) 3 educational organization (hereinafter referred to as "**SOCIETY**") who agree as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of room A in Clubhouse C (1) building, consisting of 434 square feet, located at 1880 Golden Rain Road (hereinafter the "Premises").
- b. **SOCIETY** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **SOCIETY** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2022 and shall expire December 31st, 2022. GRF and/or **SOCIETY** may terminate the Agreement any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

SOCIETY shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

SOCIETY wishes to lease this space for the purposes to provide volunteers to: state **SOCIETY's** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **SOCIETY**; engage activities which further the purposes of the **SOCIETY**; and to further the benefits to the shareholder/members.

SOCIETY's use of the Premises as provided in this Agreement shall be in accordance with the following:

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GOLDEN RAIN FOUNDATION Seal Beach, California

- a. **SOCIETY** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times _____. (initials)
- b. **SOCIETY** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- c. **SOCIETY** shall comply with the **SOCIETY's** Bylaws attached to this Agreement and shall include a resolution from the **SOCIETY's** Board of Directors to enter this agreement.
- d. **SOCIETY** shall comply with all of the regulations and rules of **SOCIETY's** use of the Premises including, without limitation, the obligation, at **SOCIETY's** cost, to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- e. **SOCIETY** shall not use the Premises in any manner that will constitute a nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- f. **SOCIETY** shall be responsible for any and all personal property and equipment it stores at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **SOCIETY's** personal property and equipment stored at the Premises.
- g. **SOCIETY** shall procure any and all permits required by law to operate the business of **SOCIETY** at the Premises.

5. DISCLAIMER

SOCIETY agrees, all acts by **SOCIETY**, are as a fully independent corporation and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assume any legal liability or responsibility for any actions of or omissions by **SOCIETY**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **SOCIETY** shall be liable for any damage to the Premises resulting from the acts or omissions of **SOCIETY**, its members, guests or any of its authorized representatives _____. (Initials)
- b. **SOCIETY** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **SOCIETY** to remove

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GOLDEN RAIN FOUNDATION Seal Beach, California

any alteration that **SOCIETY** has made to the Premises. If GRF so elects, **SOCIETY** at its cost, shall restore the Premises to the original condition.

- c. If **SOCIETY** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after the GRF Representative (Recreation Manager) has received written notice from **SOCIETY** stating the date that the installation of the alterations to commence so that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The Premises, every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

The **SOCIETY** and its members, on behalf of their heirs, executors, successors, assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **SOCIETY's** use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **SOCIETY's** use of the Premises.

Any **SOCIETY** activity which may require special insurance not mentioned herein will be maintained by **SOCIETY** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

SOCIETY shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any

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GOLDEN RAIN FOUNDATION Seal Beach, California

118 assignment, encumbrance or sublease shall constitute a further waiver of the
119 provisions of this paragraph.

120 Any dissolution, merger or consolidation of **SOCIETY** shall be deemed an involuntary
121 assignment and shall constitute a default of **SOCIETY**. GRF shall have the right to
122 terminate this Agreement, in which case the lease shall not be treated as an asset of
123 **SOCIETY**.

124 No interest of **SOCIETY** in this Agreement shall be assignable by operation of law.

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126 10. DEFAULT

127 The occurrence of any of the following shall constitute a default by **SOCIETY**.

- 128 a. Failure to pay rent when due.
- 129 b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- 130 c. Failure to perform any other provision of the Agreement if the failure to perform
- 131 is not cured within thirty (30) days after written notice has been given to
- 132 **SOCIETY**. If a default cannot reasonably be cured within thirty (30) days,
- 133 **SOCIETY** shall not be in default of this Agreement if **SOCIETY** commences
- 134 cure the default within the 30-day period and diligently and in good faith
- 135 continues to cure the default.

136 Notice given under this paragraph shall specify the alleged default in the applicable
137 agreement provisions, and shall demand that **SOCIETY** perform the provisions of the
138 Agreement, or surrender the Premises. No such notice shall be deemed a forfeiture
139 or a termination of this lease unless GRF so elects in the Notice.

140 GRF shall have the following remedies if **SOCIETY** commits a default. These
141 remedies are not exclusive; they are cumulative in addition to any remedies now or
142 later allowed by Law.

- 143 a. GRF may terminate this lease and **SOCIETY's** right to possession of the
- 144 Premises at any time upon the giving of thirty (30) days' notice to quit.
- 145 b. No act by GRF other than giving notice to **SOCIETY** shall terminate this
- 146 Agreement.
- 147 c. GRF, at any time after **SOCIETY** commits a default, can cure the default at
- 148 **SOCIETY's** cost. If GRF at any time, by reason of **SOCIETY's** default, pays
- 149 any sum or does any act that requires the payment of any sum, the sum paid
- 150 by **SOCIETY** shall be due immediately from **SOCIETY** to GRF at the time the
- 151 sum is paid, and if paid at a later date shall bear interest at the rate of 10
- 152 percent (10%) per annum from the date the sum is paid.

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

156 11. RIGHT OF ENTRY

157 In addition to normal operation of the facilities, including without limitation to perform
 158 maintenance or repairs as needed, GRF and its authorized representatives shall
 159 have the right to enter the Premises at all reasonable times to determine whether
 160 Premises are in good condition and whether **SOCIETY** is complying with its
 161 obligations under the Agreement_____. (Initials)

162 12. NOTICE

164 Any notice, demand, request, consent, approval, or communication that either party
 165 desires or is required to give to the other party or any other person shall be in writing
 166 and either served personally or sent by prepaid, first class mail.

167 Any notice, demand, request, consent, approval, or communication that either party
 168 desires or is required to give to the other party shall be addressed to the other party
 169 at the address set forth on page 6 of this Agreement.

170 Either party may change its address by notifying the other party of the change of
 171 address. Notice shall be deemed communicated within forty-eight (48) hours from
 172 the time of mailing as provided in this section.

173 13. WAIVER

175 No delay or omission in the exercise of any right or remedy of GRF on any default by
 176 **SOCIETY** shall impair such a right or remedy or be construed as a waiver. GRF's
 177 consent to or approval of any act by **SOCIETY** requiring GRF's consent or approval
 178 shall not be deemed to waive or render unnecessary GRF's consent to or approval
 179 of any subsequent act by **SOCIETY**.

180 Any waiver by GRF of any default must be in writing and shall not be a waiver of any
 181 other default concerning the same or any other provision of the Agreement.

182 14. ATTORNEY'S FEES

184 The prevailing party in any legal action or proceeding (including without limitation
 185 arbitration) to enforce this Agreement shall be entitled to recover from the other party
 186 reasonable attorneys' fees, costs and expenses incurred in the prosecution or
 187 defense of the action or proceeding.

188 15. MISCELLANEOUS

189 This Agreement and any exhibits/attachments hereto constitutes the entire
 190 agreement of the parties with respect to the subject matter hereof and supersedes
 191 all prior or contemporaneous oral or written agreements regarding the subject matter
 192 of this Agreement. This Agreement shall inure to the benefit of and shall be binding

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

193 upon the parties, their successors and assigns. This Agreement does not create
 194 any rights in any third parties as third-party beneficiaries. This Agreement may o
 195 be modified by a written instrument executed by both parties. If any provision of
 196 Agreement is determined by an arbitrator or court of competent jurisdiction to be
 197 invalid or otherwise ineffective, the remaining provisions shall remain in full force.
 198 This Agreement shall be construed according to its fair meaning and as though n
 199 single party drafted this Agreement. This Agreement shall be construed in
 200 accordance with, and governed by, the laws of the State of California.

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GOLDEN RAIN FOUNDATION

LW HISTORICAL SOCIETY

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 President (Signature)

 President (Signature)

 Print

 Print

 Date

 Date

 Mailing Address

 Mailing Address

Attachments:

1. **CLUB** Bylaws

2. **CLUB** Resolution

Document History

Reviewed: 24 Nov 20

Keywords:

Lease

Historical

Recreation

Club

Agreement

Society

220

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, Calif

This lease agreement is made on January 1st, 2022 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Leisure World Radio CLUB (hereinafter referred to as "**CLUB**") who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of room D in the Amphitheater, consisting of 164 square feet, located at 13521 St. Andrews Drive (hereinafter the "Premises").
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2022 and shall expire December 31st, 2022. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

CLUB wishes to lease this space for the purposes to provide volunteers to: staff **CLUB**'s activities; schedule; obtain speakers and publicize (as stated in Policy 1406 50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

CLUB's use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business_____. (initials)

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GOLDEN RAIN FOUNDATION Seal Beach, California

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- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)
- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB**'s Bylaws attached to this Agreement and shall include a resolution from the **CLUB**'s Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB**'s use of the Premises including, without limitation, the obligation, at **CLUB**'s cost to maintain the alterations and/or restore the Premises in compliance and conformity with regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. **CLUB** shall be responsible for any and all personal property and equipment stored at the Premises during the term of this Agreement. GRF shall not bear any responsibility for any of **CLUB**'s personal property and equipment stored at the Premises.

5. DISCLAIMER

CLUB agrees, all acts by **CLUB**, are as a fully independent **CLUB** and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any alterations that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.

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GOLDEN RAIN FOUNDATION Seal Beach, California

77 c. If **CLUB** makes any alterations to the Premises as provided in this paragraph
 78 the alterations shall not be commenced until seven (7) business days after th
 79 GRF Representative (Recreation Manager) has received written notice from
 80 **CLUB** stating the date that the installation of the alterations is to commence
 81 that GRF can post and record an appropriate notice of non-responsibility.
 82

83 7. UTILITIES AND SERVICES

84 GRF will pay for all heat, light, power and water for the Premises. The Premises, a
 85 every part thereof, and all inside and outside tile, window and other structural glass
 86 other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring
 87 heating systems and other fixtures, including sewer system, in and about the said
 88 Premises are, at the date hereof, in good order, condition and repair.
 89

90 8. INDEMNITY & INSURANCE

91 The **CLUB** and its members, on behalf of their heirs, executors, successors, and
 92 assigns, agree to release, acquit, and forever discharge and hold harmless, indem
 93 and defend GRF and its past, present and future Board members, contractors, agen
 94 managers and employees of and from any and all claims, actions, causes of action,
 95 lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service,
 96 expenses, liabilities, debts, judgments, including reasonable attorneys' fees and cos
 97 and compensation whatsoever, which the undersigned now has or which may herea
 98 accrue on account of or in any way growing out of any and all known and unknown,
 99 foreseen and unforeseen claims, damages, and any other matters pertaining to the
 100 **CLUB's** use or misuse (or the Boards' approval of the use) of the Premises and for
 101 by reason of any actual or alleged infringement of a third party's copyright, patent or
 102 trademark related to the **CLUB's** use of the Premises.

103 Any **CLUB** activity which may require special insurance not mentioned herein w
 104 be maintained by **CLUB** at all times while this Agreement is in effect. Proof of su
 105 insurance shall be provided annually to GRF.
 106

107 9. ASSIGNMENT

108 **CLUB** shall not voluntarily assign or encumber its interest in this lease or in the
 109 Premises, or sublease all or part of the Premises, or allow any other person or entity
 110 occupy or use all or any part of the Premises, without first obtaining GRF's written
 111 consent. Any assignment, encumbrance, or sublease without GRF's consent shall b
 112 voidable and, at GRF's election, shall constitute a default. No consent to any
 113 assignment, encumbrance or sublease shall constitute a further waiver of the
 114 provisions of this paragraph.

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GOLDEN RAIN FOUNDATION Seal Beach, Califo

115 Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary
116 assignment and shall constitute a default of **CLUB**. GRF shall have the right to
117 terminate this Agreement, in which case the lease shall not be treated as an asset of
118 **CLUB**.

119 No interest of **CLUB** in this Agreement shall be assignable by operation of law.

120
121 10. DEFAULT

122 The occurrence of any of the following shall constitute a default by **CLUB**.

- 123 a. Failure to pay rent when due.
124 b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
125 c. Failure to perform any other provision of the Agreement if the failure to perform
126 is not cured within thirty (30) days after written notice has been given to **CLUB**.
127 If a default cannot reasonably be cured within thirty (30) days, **CLUB** not be
128 default of this Agreement if **CLUB** commences to cure the default within the
129 day period and diligently and in good faith continues to cure the default.

130 Notice given under this paragraph shall specify the alleged default in the applicable
131 agreement provisions, and shall demand that **CLUB** perform the provisions of this
132 Agreement, or surrender the Premises. No such notice shall be deemed a forfeiture
133 a termination of this lease unless GRF so elects in the Notice.

134 GRF shall have the following remedies if **CLUB** commits a default. These remedies
135 are not exclusive; they are cumulative in addition to any remedies now or later allowed
136 by Law.

- 137 a. GRF may terminate this lease and **CLUB**'s right to possession of the Premises
138 any time upon the giving of thirty (30) days' notice to quit.
139 b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
140 c. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB**'s
141 cost. If GRF at any time, by reason of **CLUB**'s default, pays any sum or does
142 any act that requires the payment of any sum, the sum paid by **CLUB** shall be
143 due immediately from **CLUB** to GRF at the time the sum is paid, and if paid at a
144 later date shall bear interest at the rate of 10 percent (10%) per annum from the
145 date the sum is paid.

146
147 11. RIGHT OF ENTRY

148 In addition to normal operation of the facilities, including without limitation to perform
149 maintenance or repairs as needed, GRF and its authorized representatives shall have
150 the right to enter the Premises at all reasonable times to determine whether the
151 Premises are in good condition and whether **CLUB** is complying with its obligations
152 under the Agreement_____. (Initials)

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

153 12. NOTICE

154 Any notice, demand, request, consent, approval, or communication that either party
 155 desires or is required to give to the other party or any other person shall be in writing
 156 and either served personally or sent by prepaid, first class mail.

157 Any notice, demand, request, consent, approval, or communication that either party
 158 desires or is required to give to the other party shall be addressed to the other party
 159 the address set forth on page 6 of this Agreement.

160 Either party may change its address by notifying the other party of the change of
 161 address. Notice shall be deemed communicated within forty-eight (48) hours from the
 162 time of mailing as provided in this section.

163
164 13. WAIVER

165 No delay or omission in the exercise of any right or remedy of GRF on any default by
 166 **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent
 167 to or approval of any act by **CLUB** requiring GRF's consent or approval shall not be
 168 deemed to waive or render unnecessary GRF's consent to or approval of any
 169 subsequent act by **CLUB**.

170 Any waiver by GRF of any default must be in writing and shall not be a waiver of any
 171 other default concerning the same or any other provision of the Agreement.

172
173 14. ATTORNEY'S FEES

174 The prevailing party in any legal action or proceeding (including without limitation
 175 arbitration) to enforce this Agreement shall be entitled to recover from the other party
 176 reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense
 177 of the action or proceeding.

178 15. MISCELLANEOUS

179 This Agreement and any exhibits/attachments hereto constitutes the entire agreement
 180 of the parties with respect to the subject matter hereof and supersedes all prior or
 181 contemporaneous oral or written agreements regarding the subject matter of this
 182 Agreement. This Agreement shall inure to the benefit of and shall be binding upon
 183 parties, their successors and assigns. This Agreement does not create any rights in
 184 any third parties as third-party beneficiaries. This Agreement may only be modified
 185 a written instrument executed by both parties. If any provision of this Agreement is
 186 determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise
 187 ineffective, the remaining provisions shall remain in full force. This Agreement shall
 188 be construed according to its fair meaning and as though no single party drafted this
 189 Agreement. This Agreement shall be construed in accordance with, and governed by
 190 the laws of the State of California.

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GOLDEN RAIN FOUNDATION Seal Beach, California

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GOLDEN RAIN FOUNDATION

LW RADIO CLUB

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President (Signature)

President (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. **CLUB** Bylaws
2. **CLUB** Resolution

Document History

Reviewed: 24 Nov 20

Keywords:

Lease
Agreement

Radio

Recreation

Club

209

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, Califor

This lease agreement is made on January 1st, 2022 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Leisure World Theater Club (hereinafter referred to as "**CLUB**") who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of a storage area adjacent to the loft, room A in the Amphitheater, consisting of 126 square feet, located at 13521 St. Andrews Drive (hereinafter the "Premises").
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2022 and shall expire December 31st, 2022. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

CLUB wishes to lease this space for the purposes to provide volunteers to: staff **CLUB's** activities; schedule; obtain speakers and publicize (as stated in Policy 14.50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefits to the shareholder/members.

CLUB's use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business_____. (initials)

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GOLDEN RAIN FOUNDATION Seal Beach, California

- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)
- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. **CLUB** shall be responsible for any and all personal property and equipment stored at the Premises during the term of this Agreement. GRF shall not be any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.

5. DISCLAIMER

CLUB agrees, all acts by **CLUB**, are as a fully independent **CLUB** and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB**.

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at cost, shall restore the Premises to the original condition.

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- c. If **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after GRF Representative (Recreation Manager) has received written notice from **CLUB** stating the date that the installation of the alterations is to commence that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The Premises, every part thereof, and all inside and outside tile, window and other structural glass and other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

The **CLUB** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB's** use or misuse (or the Boards' approval of use) of the Premises and for or by reason of any actual or alleged infringement of third party's copyright, patent or trademark related to the **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

CLUB shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

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GOLDEN RAIN FOUNDATION Seal Beach, California

117 Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary
 118 assignment and shall constitute a default of **CLUB**. GRF shall have the right to
 119 terminate this Agreement, in which case the lease shall not be treated as an asset
 120 **CLUB**.

121 No interest of **CLUB** in this Agreement shall be assignable by operation of law.

123 10. DEFAULT

124 The occurrence of any of the following shall constitute a default by **CLUB**.

- 125 a. Failure to pay rent when due.
- 126 b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- 127 c. Failure to perform any other provision of the Agreement if the failure to perform
 128 is not cured within thirty (30) days after written notice has been given to **CLUB**.
 129 If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall
 130 be in default of this Agreement if **CLUB** commences to cure the default within
 131 the 30-day period and diligently and in good faith continues to cure the default.

132 Notice given under this paragraph shall specify the alleged default in the applicable
 133 agreement provisions, and shall demand that **CLUB** perform the provisions of this
 134 Agreement, or surrender the Premises. No such notice shall be deemed a forfeiture
 135 or a termination of this lease unless GRF so elects in the Notice.

136 GRF shall have the following remedies if **CLUB** commits a default. These remedies
 137 are not exclusive; they are cumulative in addition to any remedies now or later
 138 allowed by Law.

- 139 a. GRF may terminate this lease and **CLUB's** right to possession of the Premises
 140 at any time upon the giving of thirty (30) days' notice to quit.
- 141 b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- 142 c. GRF, at any time after **CLUB** commits a default, can cure the default at
 143 **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum
 144 or does any act that requires the payment of any sum, the sum paid by **CLUB**
 145 shall be due immediately from **CLUB** to GRF at the time the sum is paid, and
 146 paid at a later date shall bear interest at the rate of 10 percent (10%) per
 147 annum from the date the sum is paid.

149 11. RIGHT OF ENTRY

150 In addition to normal operation of the facilities, including without limitation to perform
 151 maintenance or repairs as needed, GRF and its authorized representatives shall
 152 have the right to enter the Premises at all reasonable times to determine whether the
 153 Premises are in good condition and whether **CLUB** is complying with its obligations
 154 under the Agreement_____. (Initials)

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GOLDEN RAIN FOUNDATION Seal Beach, California

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12. NOTICE

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Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail.

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Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on page 6 of this Agreement.

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13. WAIVER

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No delay or omission in the exercise of any right or remedy of GRF on any default by **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's consent to or approval of any act by **CLUB** requiring GRF's consent or approval shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by **CLUB**.

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Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES

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The prevailing party in any legal action or proceeding (including without limitation arbitration) to enforce this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of the action or proceeding.

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15. MISCELLANEOUS

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This Agreement and any exhibits/attachments hereto constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns. This Agreement does not create any rights in any third parties as third-party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

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GOLDEN RAIN FOUNDATION

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President (Signature)

President (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. **CLUB** Bylaws

2. **CLUB** Resolution

Document History

Reviewed: 24 Nov 20

Keywords:

Lease

Theater

Recreation

Club

Agreement

211

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

This lease agreement is made on January 1st, 2022 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Rolling Thunder (hereinafter referred to as "CLUB") who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of approximately 910 square feet (concrete pad with awning and fenced storage area, within the section of trust Property commonly referred to as the 1.8 acres (Exhibit A), (hereinafter referred to as the "Premises").
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2022 and shall expire December 31st, 2022. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

CLUB wishes to lease this space for the purposes of general community services exhibit B, to provide volunteers to: staff **CLUB** activities; schedule; obtain speakers and publicize (as stated in 70-1406-1, Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB** and to further the benefits to the shareholder/members.

CLUB's use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business_____. (Initials)

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GOLDEN RAIN FOUNDATION Seal Beach, California

- b. **CLUB** and each of its members, guests and invitees shall comply with GRF policies and procedures at all times_____. (initials)
- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB's** cost to maintain the alterations and/or restore the Premises in compliance and conformity with all regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. **CLUB** shall be responsible for any and all personal property and equipment stored at the Premises during the term of this Agreement. GRF shall not be any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.
- h. **CLUB** shall procure any and all permits required by law to operate the business of **CLUB** at the Premises.

5. DISCLAIMER

CLUB agrees, all acts by **CLUB**, are as a fully independent club and has no ties, affiliations, obligations and/or working relationship with GRF, Seal Beach. Neither GRF nor any of its directors, employees or agents assumes any legal liability or responsibility for any actions of or omissions by **CLUB**.

6. MAINTENANCE

GRF shall provide janitorial/cleaning services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the acts or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any

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alteration that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.

- c. If **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after GRF Representative (Recreation Director) has received written notice from **CLUB** stating the date that the installation of the alterations is to commence and that GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all water for the Premises (no electricity, gas or telephony services are provided at the location). The Premises, and every part thereof, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

The **CLUB** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB's** use or misuse (or the Boards' approval of use) of the Premises and for or by reason of any actual or alleged infringement of third party's copyright, patent or trademark related to the **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein shall be maintained by **CLUB** at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF.

9. ASSIGNMENT

CLUB shall not voluntarily assign or encumber its interest in this lease or in the Premises, or sublease all or part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph.

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GOLDEN RAIN FOUNDATION Seal Beach, California

Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary assignment and shall constitute a default of **CLUB**. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of **CLUB**.

No interest of **CLUB** in this Agreement shall be assignable by operation of law.

10. DEFAULT

The occurrence of any of the following shall constitute a default by **CLUB**.

- a. Failure to pay rent when due.
- b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
- c. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **CLUB**. If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall be in default of this Agreement if **CLUB** commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notice given under this paragraph shall specify the alleged default in the applicable agreement provisions and shall demand that **CLUB** perform the provisions of this Agreement or surrender the Premises. No such notice shall be deemed a forfeiture or a termination of this lease unless GRF so elects in the Notice.

GRF shall have the following remedies if **CLUB** commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by Law.

- i. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any time upon the giving of thirty (30) days' notice to quit.
- ii. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
- iii. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's** cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act that requires the payment of any sum, the sum paid by **CLUB** shall be due immediately from **CLUB** to GRF at the time the sum is paid, and any sum paid at a later date shall bear interest at the rate of 10 percent (10%) per annum from the date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether **CLUB** is complying with its obligations under the Agreement_____. (Initials)

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

154 12. NOTICE

155 Any notice, demand, request, consent, approval, or communication that either party
 156 desires or is required to give to the other party or any other person shall be in writing
 157 and either served personally or sent by prepaid, first class mail.

158 Any notice, demand, request, consent, approval, or communication that either party
 159 desires or is required to give to the other party shall be addressed to the other party
 160 at the address set forth on page 6 of this Agreement.

161 Either party may change its address by notifying the other party of the change of
 162 address. Notice shall be deemed communicated within forty-eight (48) hours from
 163 the time of mailing as provided in this section.

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 165 Members are encouraged to open a dialogue with GRF regarding reasonable
 166 accommodations where needed, but the cost of any approved accommodations is
 167 the responsibility of the requesting member, which should be factored into any
 168 decision to enter into this Exclusive Use Agreement. _____. (Initials)

169 13. WAIVER

170 No delay or omission in the exercise of any right or remedy of GRF on any default
 171 **CLUB** shall impair such a right or remedy or be construed as a waiver. GRF's
 172 consent to or approval of any act by **CLUB** requiring GRF's consent or approval
 173 shall not be deemed to waive or render unnecessary GRF's consent to or approval
 174 of any subsequent act by **CLUB**.

175 Any waiver by GRF of any default must be in writing and shall not be a waiver of any
 176 other default concerning the same or any other provision of the Agreement.

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178 14. ATTORNEY'S FEES

179 The prevailing party in any legal action or proceeding (including without limitation
 180 arbitration) to enforce this Agreement shall be entitled to recover from the other party
 181 reasonable attorneys' fees, costs and expenses incurred in the prosecution or
 182 defense of the action or proceeding.

183 15. MISCELLANEOUS

184 This Agreement and any exhibits/attachments hereto constitutes the entire
 185 agreement of the parties with respect to the subject matter hereof and supersedes
 186 all prior or contemporaneous oral or written agreements regarding the subject matter
 187 of this Agreement. This Agreement shall inure to the benefit of and shall be binding
 188 upon the parties, their successors and assigns. This Agreement does not create
 189 any rights in any third parties as third-party beneficiaries. This Agreement may or
 190 be modified by a written instrument executed by both parties. If any provision of this

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GOLDEN RAIN FOUNDATION Seal Beach, California

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Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLDEN RAIN FOUNDATION

ROLLING THUNDER CLUB

President (Signature)

President (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. **CLUB** Bylaws
2. **CLUB** Resolution

Document History

Reviewed: 24 Nov 20

Keywords:

Lease Agreement Rolling Thunder Recreation Club

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GOLDEN RAIN FOUNDATION Seal Beach, Calif

Exhibit A

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ROLLING THUNDER

- 1.8 Acres
- 910 Square Feet
- Annual Lease- \$1.00
- General Club Activities
- Open per club member needs
- Average monthly attendance 150-200



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GOLDEN RAIN FOUNDATION Seal Beach, Cali

Exhibit B

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240 General scope of services to be provided by Rolling Thunder under this lease agreement

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• Batteries

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○ Add water

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○ Clean and replace batteries cables

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○ Lubrication of cables

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○ Provide instructions on battery charging

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• Add air to tires

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• Minor repairs

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○ Change tires, fix flats

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○ Install gages and repair flags

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○ Install and repair turn signals

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○ Install and repair brake lights

252

○ Install seat belts

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○ Replace windshield or repair

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○ Install horns

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○ Install rear seats or repair

256

○ Install cart pick-up beds or repair

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○ Install rear view mirrors

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○ Fix or install covers

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_____. (Initials)

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, Calif

This lease agreement is made on January 1st, 2022 ("Agreement"), between Golden Rain Foundation, 13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation (hereinafter referred to as "GRF"), and the Video Producers Club (hereinafter referred to as "**CLUB**") who agrees as follows:

1. OPENING CLAUSES

This agreement is made with reference to the following facts and objectives:

- a. GRF is the owner of the Premises which consists of room B in the Amphitheater consisting of 294 square feet, located at 13521 St. Andrews Drive (hereinafter referred to as the "Premises").
- b. **CLUB** is willing to lease the Premises from GRF pursuant to the provisions stated in this agreement.
- c. **CLUB** has examined the Premises and fully accepts its present condition.

2. TERM

The term of this lease shall be one (1) year commencing January 1st, 2022 and shall expire December 31st, 2022. GRF and/or **CLUB** may terminate the Agreement at any time upon thirty (30) days' advance written notice.

3. ANNUAL RENTAL AND TAXES

CLUB shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences.

GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

CLUB wishes to lease this space for the purposes of video production, to provide volunteers to: staff **CLUB's** activities; schedule; obtain speakers and publicize (as stated in Policy 1406-50 Limitations on Use) the meetings and programs of the **CLUB**; engage in activities which further the purposes of the **CLUB**; and to further the benefit to the shareholder/members.

CLUB's use of the Premises as provided in this Agreement shall be in accordance with the following:

- a. **CLUB** or its members shall not operate as a business_____. (initials)
- b. **CLUB** and each of its members, guests and invitees shall comply with GRF's policies and procedures at all times_____. (initials)

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

- c. **CLUB** shall not do, bring or keep anything in or about the Premises that will cause the increase of premiums and/or cancellation of any GRF insurance covering the Premises.
- d. **CLUB** shall comply with the **CLUB's** Bylaws attached to this Agreement and shall include a resolution from the **CLUB's** Board of Directors to enter this agreement.
- e. **CLUB** shall comply with all of the regulations and rules of **CLUB's** use of the Premises including, without limitation, the obligation, at **CLUB's** cost to make the alterations and/or restore the Premises in compliance and conformity with the regulations and rules relating to the condition, use, or occupancy of the Premises during the term.
- f. **CLUB** shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to occupants of adjacent Premises or property, or in any manner that violates the law.
- g. **CLUB** shall be responsible for any and all personal property and equipment stored at the Premises during the term of this Agreement. GRF shall not be any responsibility for any of **CLUB's** personal property and equipment stored at the Premises.

5. DISCLAIMER

Neither GRF, nor any of its directors, employees or agents assumes any legal liability or responsibility for any video or production, nor do they represent that its use would not infringe privately owned rights. GRF shall not be responsible for ensuring **CLUB's** compliance with any applicable copyright and intellectual property laws. **CLUB** shall be solely responsible for securing any required releases or waivers from persons who are videotaped, photographed or otherwise recorded (whether audio or visual, or both), including, without limitation, those persons whose images are used for any purpose, as well as for complying with all applicable copyright and intellectual property laws.

CLUB agrees to include the following disclaimer to be displayed at the commencement of each and every video for a continuous sixty (60) seconds, to be displayed in a legible manner on a simple black screen with large, white font:

"The views and opinions expressed in the following production do not reflect those of the Golden Rain Foundation, or its Board of Directors and staff. This video is the sole responsibility of the Video Producers Club and production of the video and its contents were not approved by the Golden Rain Foundation, its Board of Directors and/or staff."

Neither the Golden Rain Foundation nor any of its directors, employees or agents assume any legal liability or responsibility for this video and its contents, nor do they represent that its use would not infringe any privately owned rights."

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GOLDEN RAIN FOUNDATION Seal Beach, California

6. MAINTENANCE

GRF shall provide janitorial services and maintain, in good condition, all portions of the Premises as needed.

- a. **CLUB** shall be liable for any damage to the Premises resulting from the actions or omissions of **CLUB**, its members, guests or any of its authorized representatives_____. (Initials)
- b. **CLUB** shall not make any alterations to the Premises without GRF's written consent. Any alterations made shall remain on and be surrendered with the Premises on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require **CLUB** to remove any alterations that **CLUB** has made to the Premises. If GRF so elects, **CLUB** at its cost, shall restore the Premises to the original condition.
- c. If **CLUB** makes any alterations to the Premises as provided in this paragraph, the alterations shall not be commenced until seven (7) business days after GRF Representative (Recreation Manager) has received written notice from **CLUB** stating the date that the installation of the alterations is to commence. GRF can post and record an appropriate notice of non-responsibility.

7. UTILITIES AND SERVICES

GRF will pay for all heat, light, power and water for the Premises. The Premises, including every part thereof, and all inside and outside tile, window and other structural glass, other glazing, electric, plumbing, heating and lighting fixtures and locks, bolts, wiring, heating systems and other fixtures, including sewer system, in and about the said Premises are, at the date hereof, in good order, condition and repair.

8. INDEMNITY & INSURANCE

The **CLUB** and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the **CLUB's** use or misuse (or the Boards' approval of the use) of the Premises and for any by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the **CLUB's** use of the Premises.

Any **CLUB** activity which may require special insurance not mentioned herein

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

118 be maintained by **CLUB** at all times while this Agreement is in effect. Proof of
 119 insurance shall be provided annually to GRF.

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121 9. ASSIGNMENT

122 **CLUB** shall not voluntarily assign or encumber its interest in this lease or in the
 123 Premises, or sublease all or part of the Premises, or allow any other person or entity
 124 occupy or use all or any part of the Premises, without first obtaining GRF's written
 125 consent. Any assignment, encumbrance, or sublease without GRF's consent shall be
 126 voidable and, at GRF's election, shall constitute a default. No consent to any
 127 assignment, encumbrance or sublease shall constitute a further waiver of the
 128 provisions of this paragraph.

129 Any dissolution, merger or consolidation of **CLUB** shall be deemed an involuntary
 130 assignment and shall constitute a default of **CLUB**. GRF shall have the right to
 131 terminate this Agreement, in which case the lease shall not be treated as an asset of
 132 **CLUB**.

133 No interest of **CLUB** in this Agreement shall be assignable by operation of law.

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135 10. DEFAULT

136 The occurrence of any of the following shall constitute a default by **CLUB**.

- 137 a. Failure to pay rent when due.
 138 b. Abandonment and vacating of the Premises for thirty (30) consecutive days.
 139 c. Failure to perform any other provision of the Agreement if the failure to perform
 140 is not cured within thirty (30) days after written notice has been given to **CLUB**.
 141 If a default cannot reasonably be cured within thirty (30) days, **CLUB** shall not
 142 be in default of this Agreement if **CLUB** commences to cure the default within
 143 the 30-day period and diligently and in good faith continues to cure the default.

144 Notice given under this paragraph shall specify the alleged default in the applicable
 145 agreement provisions, and shall demand that **CLUB** perform the provisions of this
 146 Agreement, or surrender the Premises. No such notice shall be deemed a forfeiture or
 147 a termination of this lease unless GRF so elects in the Notice.

148 GRF shall have the following remedies if **CLUB** commits a default. These remedies shall be
 149 not exclusive; they are cumulative in addition to any remedies now or later allowed by
 150 Law.

- 151 a. GRF may terminate this lease and **CLUB's** right to possession of the Premises at any
 152 any time upon the giving of thirty (30) days' notice to quit.
 153 b. No act by GRF other than giving notice to **CLUB** shall terminate this Agreement.
 154 c. GRF, at any time after **CLUB** commits a default, can cure the default at **CLUB's**
 155 cost. If GRF at any time, by reason of **CLUB's** default, pays any sum or does any act
 (Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

any act that requires the payment of any sum, the sum paid by **CLUB** shall
 due immediately from **CLUB** to GRF at the time the sum is paid, and if paid
 later date shall bear interest at the rate of 10 percent (10%) per annum from
 date the sum is paid.

11. RIGHT OF ENTRY

In addition to normal operation of the facilities, including without limitation to perform
 maintenance or repairs as needed, GRF and its authorized representatives shall have
 the right to enter the Premises at all reasonable times to determine whether the
 Premises are in good condition and whether **CLUB** is complying with its obligation
 under the Agreement_____. (Initials)

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party
 desires or is required to give to the other party or any other person shall be in writing
 and either served personally or sent by prepaid, first class mail.

Any notice, demand, request, consent, approval, or communication that either party
 desires or is required to give to the other party shall be addressed to the other party
 the address set forth on page 6 of this Agreement.

Either party may change its address by notifying the other party of the change of
 address. Notice shall be deemed communicated within forty-eight (48) hours from
 time of mailing as provided in this section.

13. WAIVER

No delay or omission in the exercise of any right or remedy of GRF on any default by
CLUB shall impair such a right or remedy or be construed as a waiver. GRF's consent
 to or approval of any act by **CLUB** requiring GRF's consent or approval shall not be
 deemed to waive or render unnecessary GRF's consent to or approval of any
 subsequent act by **CLUB**.

Any waiver by GRF of any default must be in writing and shall not be a waiver of any
 other default concerning the same or any other provision of the Agreement.

14. ATTORNEY'S FEES

The prevailing party in any legal action or proceeding (including without limitation
 arbitration) to enforce this Agreement shall be entitled to recover from the other party
 reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense
 of the action or proceeding.

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

15. MISCELLANEOUS

This Agreement and any exhibits/attachments hereto constitutes the entire agree of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement shall inure to the benefit of and shall be binding upon parties, their successors and assigns. This Agreement does not create any rights for any third parties as third-party beneficiaries. This Agreement may only be modified by a written instrument executed by both parties. If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be invalid or otherwise ineffective, the remaining provisions shall remain in full force. This Agreement shall be construed according to its fair meaning and as though no single party drafted this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California.

GOLDEN RAIN FOUNDATION**VIDEO PRODUCERS CLUB**_____
President (Signature)_____
President (Signature)_____
Print_____
Print_____
Date_____
Date_____
Mailing Address_____
Mailing Address

Attachments:

1. **CLUB** Bylaws
2. **CLUB** Resolution

Document History

Reviewed: 24 Nov 20

Keywords:Lease
AgreementVideo
Producers

Recreation

Club

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, Cali

This agreement is made on January 1st, 202~~2~~⁴ between GOLDEN RAIN FOUNDATION
13531 St. Andrews Drive, Seal Beach, California 90740, a California Corporation
(hereinafter referred to as "GRF"), and SEAL BEACH No. MUTUAL Eight, Seal Beach
California 90740, and a California Corporation (hereinafter referred to as "**MUTUAL**
EIGHT", who agrees as follows:

1. OPENING CLAUSES

This Agreement is made with reference to the following facts:

- a. The Golden Rain Foundation of Seal Beach is designated in accordance with the Declaration of Trust recorded on July 10, 1962, as the Trustee of all Trust property within the property commonly known as Leisure World of Seal Beach.
- b. Section IV of the Declaration of Trust; states "... Trustee is hereby expressly granted and reserves the right to deal, for the use and benefit of the Cooperatives and their members..."
- c. Section VII of the Declaration of Trust; grants the Board of the Golden Rain Foundation of Seal Beach the "...the further powers to grant, bargain, sell for cash or credit, convey, exchange, convert, lease for terms, either within or beyond the end of the Trust, for any purpose, assign, partition, divide, subdivide, improve, insure, loan, re-loan, invest and reinvest the Trust Estate or any part thereof in such manner and on such terms and conditions as Trustee deems advisable..."
- d. GRF is the owner of the property described as that portion of Tract Map No. 4401 in the City of Seal Beach, County of Orange, and State of California as shown on the highlighted section of Exhibit A and further identified as Lot E on Exhibit B (hereinafter referred to as Trust, property Lot E).
- e. Under the Bylaws of the Golden Rain Foundation of Seal Beach, the Board shall have the powers to "... To sell, assign, convey, exchange, lease, mortgage, encumber, and transfer upon trust or otherwise dispose of all property, real or personal..."
- f. Under the Bylaws of **MUTUAL EIGHT**, Section 2, Powers, Duties and Standard of Care, the Mutual Eight Board "... Each Director shall exercise such powers and otherwise perform such duties in good faith in the manner such Director believes to be in the best interest of the corporation..."

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

Page 1 of 5

- g. The Board of **MUTUAL EIGHT**, by resolution at a duly posted meeting, willing to lease the Trust property, Lot E, from GRF, pursuant to the provisions stated in this Agreement.
- h. **MUTUAL EIGHT** has examined the Trust property, Lot E and fully accepts its present condition.

2. TERM

The term of this lease shall be one year commencing January 1st, 2022 and shall expire on December 31st, 2022. GRF shall have the option to review the Agreement annually and renew for additional five (5) year periods. Either party retains the right to Revoke and Terminate this Agreement at any time.

3. ANNUAL RENTAL AND TAXES

GRF grants the use of Trust property, Lot E as noted in Exhibits A and B. **MUTUAL EIGHT** shall pay to GRF an annual rent of \$1.00 per year in advance on the first day of each yearly term, commencing on the date the term commences. GRF shall pay all real property taxes, general and special assessments levied and assessed against the building.

4. USAGE

MUTUAL EIGHT shall use the Trust property, Lot E and may install certain improvements on the land upon prior written approval of the GRF.

MUTUAL EIGHT's use of the Trust property, Lot E, as provided in this Agreement, shall be in accordance with the following:

MUTUAL EIGHT shall not do, bring, or keep anything in or about the Trust property, Lot E, that will cause the cancellation of any GRF insurance covering the Trust Property.

MUTUAL EIGHT shall comply with GRF policy and procedures and with all of the requirements concerning the use of the Trust Property, Lot E, including, without limitation, the obligation at **MUTUAL EIGHT's** cost to maintain the alterations or restore the Trust Property, Lot E, in compliance and conformity with all governing documents and laws relating to the condition, use, or occupancy of the Trust Property, Lot E, during the term without GRF's written consent.

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

Page 2 of 5

89 5. MAINTENANCE

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91 **MUTUAL EIGHT** shall provide and pay for all maintenance and repairs of Trust
92 property, Lot E including but not limited to; gardening, landscaping, sprinkler
93 repair, and tree trimming services and maintain Trust property, Lot E, in
94 condition acceptable to the GRF Board.

95 GRF will perform routine inspections, no less than four (4) times per year. Any
96 deficiency in the obligation of Mutual Eight to maintain Trust property, Lot E, will
97 be reported in writing to the Mutual Eight Board, with a thirty (30) day notice to
98 cure.

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100 **MUTUAL EIGHT** shall be liable for any damage to the Trust property, Lot E,
101 resulting from the acts or omissions of **MUTUAL EIGHT** or its authorized
102 representatives.

103 **MUTUAL EIGHT** shall not make any material alterations to the Trust property, Lot
104 E without GRF's written consent. Any alterations made shall remain on and be
105 surrendered with the Trust property, Lot E on expiration of termination of this
106 term, except that GRF can elect within six (6) months before expiration of this
107 term, to require **MUTUAL EIGHT** to remove any alteration that **MUTUAL EIGHT**
108 has made to the Trust Property.

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111 6. INDEMNITY AND EXCULPATION

112 GRF shall not be liable to **MUTUAL EIGHT** for any damages to **MUTUAL EIGHT**
113 or **MUTUAL EIGHT's** property from any cause. **MUTUAL EIGHT** waives all claims
114 and indemnifies GRF. **MUTUAL EIGHT** shall indemnify, defend at its sole cost
115 (with counsel selected by GRF) and hold GRF and its employees, agents,
116 representatives, officers, directors, and shareholders harmless from and against
117 any and all claims, demands, actions, liabilities, losses, damages, injuries, costs
118 and expenses (including without limitation, actual attorney's fees and defense
119 costs) arising directly or indirectly out of, or in connection with or related to, this
120 Agreement or in connection with the use and/or maintenance, operation, or
121 condition of Trust property, Lot E, including any and all claims and of Trust
122 property, Lot E, except to the extent any such liability is due to the sole willful
123 misconduct or gross negligence of GRF and/or its employees. This provision to
124 indemnify GRF and its employees, agents, representatives, officers, directors,
125 and shareholders also relates to any and all acts, errors, or omissions in
126 statements or representations made by GRF in the performance and/or non-
127 performance of this Agreement. The obligation of **MUTUAL EIGHT** to indemnify,
128 defend and hold harmless includes but is not limited to the obligation to pay for
129 on a current bases, all costs of defense of GRF in any action, which costs include
130 but are not limited to the payment of all fees and expenses for legal, expert,
131 accounting or other professional services needed to defend any action brought
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(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

by any person or entity for which indemnification and defense of GRF called hereunder. Notwithstanding any other provision of this Agreement to the contrary, **MUTUAL EIGHT's** obligations under this Section shall survive the expiration and/or termination of this Agreement for any reason whatsoever. Further,

this provision shall not be limited by any applicable insurance coverage available to **MUTUAL EIGHT** or GRF hereunder.

MUTUAL EIGHT will be responsible only for any willful misconduct and gross negligence where such liability is due to the sole conduct of **MUTUAL EIGHT** and/or its Board in the performance of its duties under this Agreement.

7. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by electronic transmission.

8. WAIVER

Any waiver by GRF of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

9. ATTORNEY'S FEES

If either party becomes a party to any litigation concerning this Agreement because of any act or omission of the other party or its authorized representative, the party that causes the other party to become involved in the litigation shall be liable for that party for reasonable attorney fees and court costs incurred by it in the litigation. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover the losing party reasonable attorney fees costs of suit.

10. SIGNATURE AUTHORITY

Signatures below constitutes the majority action of GRF and **MUTUAL EIGHT** Board of Directors at a duly posted meeting.

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

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GOLDEN RAIN FOUNDATION

MUTUAL EIGHT CORPORATION

President (Signature)

President (Signature)

Print

Print

Date

Date

Mailing Address

Mailing Address

Attachments:

1. **MUTUAL EIGHT** Bylaws
2. **MUTUAL EIGHT** Resolution

Document History

Reviewed: 24 Nov 20

Keywords:

Lease Agreement Mutual Eight Recreation

(Nov 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

Page 5 of 5

This Lease Agreement is made, between Golden Rain Foundation, a California Corporation (hereinafter referred to as "GRF"), 13531 St. Andrews Drive, Seal Beach, California 90740 and:

NAME: _____

ADDRESS: _____

Seal Beach, Ca. 90740 (hereinafter referred to as "LESSEE")

Mailing address

NAME: _____

ADDRESS: _____

1. OPENING CLAUSES

This Lease is made with reference to the following facts and objectives:

- a. GRF is the owner (In Trust) of the premises which consists generally of a 5.5.1-acre parcel of real property located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154/9-17 as recorded with the County of Orange, State of California. LESSEE is willing to lease (space) _____ on these premises from GRF pursuant to the provisions stated in this Lease.
- b. The LESSEE (Member, Co-occupant, Qualified Permanent Resident, Renter/Lessee [R/L]) wishes to lease the above portion of the premises for the purposes of storing recreational vehicles, trailers and other vehicles.
- c. If the Member/Owner (M/O) subsequently rents their apartment, the M/O forfeits the right to retain their space and must notify the Recreation Department and remove their vehicle immediately.
- d. If the R/L has leased a space in the RVL, the lease shall be terminated immediately upon termination of their tenancy in the M/O's unit.
- e. The M/O is ultimately responsible for the behavior and actions of their Family and will be held responsible for any fees, fines or disciplinary consequences incurred by the R/L. See Policy 30-5093-1, Member Code of Conduct
- f. GRF and the LESSEE have examined the premises and are fully informed of its condition. LESSEE represents that, at the time of this Lease, the premises are in good order, repair, and in a safe and clean condition.

_____ (Initial here)

(Dec 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

2. PREMISES

GRF leases to LESSEE and LESSEE leases from GRF (Space _____) located at 13599 El Dorado Drive, Seal Beach, California, 90740; Tract No. 4401, MM/154 as recorded with the County of Orange, State of California.

3. TERM

The term of this Lease shall commence on June 01, 2021 and ending May 31, 2022.

4. ANNUAL LEASE AMOUNT, TAXES, EXPENSES

- a. LESSEE shall pay to GRF a minimum annual payment, without deduction or set off, prior notice or demand, the sum of: [check one]

- ☐ 20 foot or less space: \$204.00 a year
☐ 21 foot to 30-foot space: \$240.00 a year
☐ 31 foot and above: \$348.00 a year

The first year's payment is payable ten (10) days after the contract is signed by both parties and the LESSEE is invoiced. For each subsequent year, annual lease payment is due on June 1st with a 10-day grace period. After the 10th day, the account is considered delinquent and is subject to a late charge of 1% for each month the account is delinquent. In addition to late fees, for each check that a bank returns for any reason, the Lessee must pay \$25.00.

- b. Lot Access Devices (Clickers) and Trust property gate key

- i. Each LESSEE shall receive one (1), lot access clicker and one (1) gate key for a \$50 deposit.
 ii. Upon end of term of lease and/or cancelation of the lease by the LESSEE, upon returning the clicker and key to GRF, LESSEE shall receive a refund within ten (10) days of the Deposit.
 iii. Additional clicker and key (one allowed) will be provided for an additional \$50 deposit.
 iv. Lost or damaged clickers or keys will be replaced for \$25, original deposit shall stand.

- c. All payments shall be remitted to GRF at the address to which notices to pay are given at Golden Rain Foundation, PO Box 2069, Seal Beach, California 90740 (Attention Accounting).

____ (Initial here)

(Dec 20)

GOLDEN RAIN FOUNDATION Seal Beach, California

Page 2 of 10

- d. GRF shall be responsible for all real property taxes and general and special assessments levied and assessed on the portion of the premises documented in Section I, Item 2 above.
- i. In the event the County of Orange or the State of California increase the real property tax amount or levies a general or special assessment on the portion of the premises documented in Section II, that amount will be paid by GRF and the annual lease payment due under this Lease for the subsequent year will increase by the amount equal to Lessee's pro rata share of the increase or assessment.

5. LIMITATIONS ON USE

- a. LESSEE shall use the premises for the storage and service of recreational vehicles, trailers and other vehicles including all tow vehicles that must be registered in the Shareholders name and have a Leisure World Seal Beach address and in operable condition. All vehicles must be owned by a Shareholder Member in good standing per the terms and conditions of the Lease Agreement, GRF Bylaws, Policies and Mutual Occupancy Agreement. LESSEE may not be delinquent on any assessments or fines verified by the Shareholder Transfer office. LESSEE must be the principal user of the vehicle. All stored equipment will be legally licensed, insured and have a current, registered GRF decal. No vehicles shall have a PNO (planned non-operation) status. No other uses may be made of these premises without the consent of GRF.
- b. LESSEE's use of the premises as provided in this Lease shall be in accordance with the following:
- i. LESSEE shall not do, bring or keep anything in or about the premises that will cause the cancellation of any insurance covering the premises, including storage of hazardous materials.
- ii. If the rate of any insurance carried by GRF is increased as a result of LESSEE's use, LESSEE shall pay to GRF at least ten (10) days before the date GRF is obligated to pay a premium on the insurance within ten (10) days after GRF delivers to LESSEE a certified statement from the insurance carrier stating that the rate increase was caused solely by the activity of LESSEE on the premises as permitted in this Lease, which date is later, the sum equal to the difference between the original premium and the increase in the premium.
- iii. LESSEE shall comply with all of the applicable GRF policies and procedures concerning the premises and LESSEE's use of the premises, including, without limitation, the obligation at LESSEE's cost to alter, maintain or replace

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GOLDEN RAIN FOUNDATION Seal Beach, California

- the premises in compliance and conformity with all laws relating to condition, use, or occupancy of the premises during the term.
- iv. In case GRF receives a mandate from the Environmental Protection Agency, or any city, state, or federal agency regarding soil contamination and/or handling or processing of hazardous materials/waste, the parties hereby agree to amend any and all terms of this Lease Agreement with any cancellation notice required.
 - v. LESSEE shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupant of adjacent property.
 - vi. Security will provide stickers, which must be clearly posted on all vehicles parked on the premises. All vehicles owners must show proof of a GRF ID card, valid driver's license, liability insurance and vehicle registration (in GRF Member's name) to be eligible to lease a space in the lot.
 - vii. LESSEE is required to keep the area surrounding the premises clean and free of clutter and debris at all times.
 - viii. No hazardous materials are to be disposed of in the RV Storage Lot anywhere on the premises.
 - ix. LESSEE is not permitted to conduct any commercial enterprise on the premises.
 - x. One (1) space can be assigned to any LWSB address.
 - xi. LESSEE shall not allow any vehicles to be washed on the premises except in the GRF wash facility.
 - xii. RV's and all stored vehicles must be driven or towed out of the storage lot at least once a year.
 - xiii. No living, overnight sleeping, or cooking in the premises is permitted at any time.
 - xiv. Vehicles will be kept in good running order with no flat tires. Lessee shall have 30 days to repair, fix or remove vehicle in need of repair from the portions of the leased premises.
 - xv. The premises are to be used for storage (see 1 (b)).
 - xvi. Change of ownership on any vehicle does not guarantee a space in the premises. The new owner must request permission to enter into a new lease with GRF and he/she will move to the end of any waiting list.

6. MAINTENANCE

LESSEE, at its cost, shall maintain in good condition, all portions of the leased premises including without limitation, any personal property, and improvements of GRF currently located on the premises.

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- a. LESSEE shall be liable for any damage to the premises resulting from acts of omissions of LESSEE or its authorized representatives.
- b. GRF shall maintain the premises.
- c. LESSEE shall not make any alterations to the premises without GRF's written consent.
- d. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the term, except that GRF can elect within (6) months before expiration of the term, to require LESSEE to remove any alteration that LESSEE has made to the premises. If GRF so elects, LESSEE at its cost, shall restore the premises to the condition designated by GRF at its election before the last day of the term.
- e. If LESSEE is to make any alterations to the premises as provided in Section 7, the alterations shall not be commenced until seven (7) days after GRF has received written notice from LESSEE stating the date that installation of the alterations is to commence so that GRF can post and return an appropriate notice of non-responsibility.

7. MECHANIC'S LIENS

LESSEE shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this Lease. LESSEE shall keep the premises, including improvements and land in which the premises are a part, free and clear of all mechanic's liens resulting from construction done by or for the LESSEE. LESSEE shall have the right to contest the correctness or the validity of any such lien, if immediately on demand by GRF, LESSEE procures and records a lien release bond issued by a corporate surety authorized to issue surety bonds in California in an amount equal to one and one-half (1-1/2) times the amount of the claim of lien.

The bond shall meet the requirements of Civil Code Section 3143 shall provide for payment of any sum that the claimant may recover on the claim, together with costs of suit, if it recovers in the action.

8. UTILITIES AND SERVICES

- a. LESSEE shall make all arrangements for and pay for all utilities and services furnished to or used by LESSEE, including without limitation, sewer and telephone service, except for those utilities and services GRF is to furnish to the premises as set forth in the following paragraph.
- b. GRF shall furnish electricity, water and trash service for the premises.

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- c. GRF shall not be liable for failure to furnish water to the premises when failure results from causes beyond GRF's reasonable control, but in case of the failure, GRF will take all reasonable steps to restore the interrupted water services.

9. INDEMNITY AND EXCULPATION, INSURANCE

- a. GRF shall not be liable to LESSEE for any damages to LESSEE or LESSEE's property from any cause. LESSEE waives all claims against GRF for damages to person or property arising for any reason, except that GRF shall be liable to LESSEE for damage resulting from the negligent acts or omissions of GRF or its authorized representatives.
- b. LESSEE shall indemnify, defend, and hold GRF and its agents, authorized representative, directors, officers and employees harmless from all claims, damages, lawsuits, debts and reasonable attorney fees and costs arising out of any such damage.
- c. LESSEE shall pay the premiums for maintaining any insurance required by this Lease.

10. ASSIGNMENT

- a. LESSEE shall not voluntarily assign or encumber its interest in this Lease in the premises, or sublease all or part of the premises, or allow any person or entity to occupy or use all or any part of the premises. Any assignment, encumbrance, or sublease with GRF's consent shall be voidable and GRF's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.
- b. No interest of LESSEE in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment:
- If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the bankruptcy act in which LESSEE is the bankrupt.
 - If a writ of attachment or execution is levied on this Lease.
 - If, in any proceeding or action in which LESSEE is a party, a Receiver is appointed with authority to take possession of the property.

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Page 6 of 10

- c. An involuntary assignment shall constitute a default by LESSEE and shall have the right to elect to terminate this Lease, in which case the L shall not be treated as an asset of LESSEE.

11. DEFAULT

- a. The occurrence of any of the following shall constitute a default by LESSEE:
- i. Failure to pay monies when due.
 - ii. Failure to maintain required insurance and vehicle registration.
 - iii. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If a default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.
- b. Notice, as given under this paragraph, shall specify the alleged default in applicable Lease provisions, and shall demand that LESSEE perform the provisions of this Lease or pay the monies that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless GRF elects in the Notice.
- c. GRF shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law:
- i. GRF can terminate LESSEE's rightful possession of the premises at any time with thirty (30) days' notice. No act by GRF, other than giving notice to LESSEE, shall terminate this Lease. Acts of maintenance, efforts to let the premises, or the appointment of a Receiver on GRF's initiative to protect GRF's interest under this Lease shall not constitute termination of LESSEE's right to possession. On termination, GRF has the right to recover from LESSEE:
 1. The worth, at the time of the award of the unpaid monies that have been earned at the time of termination of this Lease.
 2. The worth, at the time of the award of the amount by which the unpaid monies that would have been earned after the date of termination of this Lease, until the time of award exceeds the amount of the loss of monies that LESSEE proves could have been reasonably avoided.

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3. The worth, at the time of the award of the amount by which unpaid monies for the balance of the term after the time of award exceeds the amount of the loss of monies that LESSEE proves could have been reasonably avoided; and
4. Any other amount and court costs necessary to compensate for all detriment proximately caused by LESSEE's default.

- d. GRF, at any time after LESSEE commits a default, can cure the default at LESSEE's cost. If GRF, at any time by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by GRF shall be due immediately from LESSEE to GRF at the time the sum is paid and, if paid at a later date, shall bear interest at the rate of 5 percent (5%) per annum from the date the sum is paid.

12. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person, shall be in writing and either served personally or sent by first class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, shall be addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided in this paragraph.

13. WAIVER

- a. No delay or omission in the exercise of any right or remedy of GRF on account of a default by LESSEE shall impair such a right or remedy or be construed as a waiver.
- b. GRF's consent to, or approval of any act by LESSEE requiring GRF's consent or approval, shall not be deemed to waive or render unnecessary GRF's consent to or approval of any subsequent act by LESSEE.
- c. Any waiver by GRF or any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

14. ATTORNEYS' FEES

If either Party commences an action against the other party arising out of, or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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15. MISCELLANEOUS

- a. Entire Agreement. This Lease Agreement and GRF policies and rules set forth the entire agreement of the parties with respect to the subject matter of this Lease Agreement and supersedes all prior agreements, understandings with respect to the subject matter of this Lease Agreement, whether written or oral. There are no representations, warranties, or agreements by or between the parties that are not fully set forth in this Lease Agreement, and no representative of GRF or its agents is authorized to make any representations, warranties, or agreements other than as expressly set forth in this Lease Agreement. This Lease Agreement may only be amended by a writing signed by the parties.
- b. Construction. This Lease Agreement shall be governed and construed in accordance with the laws of the State of California. Whenever possible, any provision of this Lease Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remainder of the provisions of this Lease Agreement.
- c. Modifications and Counterparts. This Lease Agreement may not be amended or modified except by way of a writing signed by all parties to this Lease Agreement. This Lease Agreement may be signed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Lease Agreement transmitted electronically shall have the same force and effect as original signatures.
- d. Authority to Enter Agreement. This Lease Agreement is the result of a lengthy negotiations. Each signatory to this Lease Agreement represents and warrants to the others that he or she has full authority and is duly and authorized to execute this Lease Agreement.

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GOLDEN RAIN FOUNDATION

RV LOT - LESSEE

President (Signature)

Shareholder (Signature)

Print

Print

Date

Date

P.O. Box 2069
Seal Beach, CA. 90740

Mailing Address

Attachments:

1. **LESSEE** Bylaws
2. **LESSEE** Resolution

Document History

Reviewed: 23 Dec 20

Keywords:

Lease
Agreement

RV Lot

Recreation

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(Dec 20)

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: **TENTATIVE VOTE** – AMEND POLICY 40-5061-2 FEES
DATE: NOVEMBER 15, 2021
CC: FILE

At the November 15, 2021 meeting of the Finance Committee, the Committee members recommend the GRF Board of Directors amend 40-5061-2, Fees.

I move to amend 40-5061-2, Fees, updating the document language throughout the document, as presented. Pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 25, 2022.

The following schedule of fees is established by the Golden Rain Foundation (GRF).

1. FACILITIES AND AMENITIES (AMENITIES) FEE:

- 1.1. Existing GRF Member (owner & co-owner), Co-occupant and Qualified Permanent Resident(s) Each owner, co-owner, co-occupant non-owner, qualified permanent resident is are required to pay a one-time, non-refundable Amenities fee.
- 1.2. The Amenities fee for an existing GRF Member (owner & co-owner), Co-occupant non-owner or and Qualified Permanent Resident(s) co-owner represents a use fee for access and use of the Trust facilities, amenities, and participation in GRF activities.
- 1.3. Non-resident co-owners do not pay an Amenities fee and have no right to use any of the facilities or amenities except as a guest of a Member.
- 1.4. The Amenities fee is calculated as twenty-five (25) times the monthly GRF assessment and rounded up to the nearest dollar. The Amenities fee is reviewed annually and is implemented on January 1st of each year.
- 1.5. Existing GRF Member (owner & co-owner), Co-occupant non-owner(s) and Qualified Permanent Resident(s) may transfer from one unit to another without having to pay the Amenities fee again. They have thirty (30) days to complete the transfer.
 - 1.5.1. If they relinquish their GRF membership ~~are out of the community~~ more than thirty (30) days, a new Amenities fee will need to be paid.
- 1.6. The Amenities fee shall be allocated as follows:
 - 1.6.1. Fifty percent (50%) into the GRF Capital Improvement Fund.
 - 1.6.2. Fifty percent (50%) into the GRF Reserve Fund.

2. PAYMENT OF AMENITIES FEE:

- 2.1. New Members are encouraged to pay the Amenities fee in full at the close of the purchase escrow. By California statute, GRF has established a financing plan to pay the Amenities fee over a seven-year period for those Members who wish to finance the fee.
- 2.2. Members who opt to finance the payment of their Amenities fee must complete a Promissory Installment Note and agree to the terms of the Note.
 - 2.2.1. If a Member opts to finance the Amenities fee, the Member shall make a one-time upfront payment of twenty-five percent (25%) of the total Amenities fee at the close of Escrow and make seven (7) equal annual payments.

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41 installment payments of the remaining balance. Each annual payment
42 will be due and payable on the anniversary of the date of purchase
43 until the principal amount, including the finance charge, is paid in full.
44 **2.2.2.** The annual finance charge on matured, unpaid amounts shall be
45 percent (1%) per month (APR of 12%) paid annually on
46 outstanding balance.
47 **2.2.3.** In the event that a unit changes ownership before the Amenities fee
48 paid in full, the balance due must be paid before transfer is complete.
49 **2.2.4.** All co-occupant non-owners and qualified permanent residents must
50 pay the Amenities fee in advance without an option to finance.
51
52 **3. MEMBERSHIP CERTIFICATE AND MUTUAL STOCK CERTIFICATE PROCESSING**
53 **FEE:**

54 **3.1.** GRF shall issue one membership certificate per unit.

55 ~~3.1.~~ **3.2.** GRF shall issue and one stock certificate per unit in Mutuals 1-12 and 14-16.
56 They may contain one or more names.

57 ~~3.2.~~ **3.3.** A certificate processing fee of two hundred fifty dollars (\$250) will be charged
58 in advance each time any of the certificates are changed or altered to cover
59 the cost of preparing, recording and/or replacing either or both certificates.

60 ~~3.3.~~ **3.4.** The certificate processing fee will be waived when a Member elects to remove
61 a deceased co-owner from the title and have new certificates issued. The fee
62 will be waived only within one (1) year of the owner's death and will not be
63 waived for other transfer requests such as the replacement of lost certificates
64 or the addition or removal of Member owners or non-resident co-owner(s).

65 ~~3.4.~~ The Certificate processing fee shall be allocated to Cost Center 533 (Stock
66 Transfer).
67

68 **4. TRANSFER FEE – IN ESCROW:**

69 The seller of a Mutual share of stock shall pay a transfer fee of five hundred dollars
70 (\$500) to cover the cost of transferring ownership(s). ~~The fee shall be allocated to Cost~~
71 ~~Center 533 (Stock Transfer).~~
72

73 **5. NON – OWNER, CO-OCCUPANT PROCESSING FEE**

74 Non – Owner, Co-Occupant and Qualified Permanent Resident shall be charged
75 a Processing fee of one hundred dollars (\$100) ~~shall be charged to cover the set up and~~
76 ~~processing costs, and shall be allocated to Cost Center 533 (Stock Transfer).~~
77

78 **6. MUTUAL CORPORATION FEES**

79 Each Mutual represents a fully independent corporation and as such may establish
80 fees applicable to the Mutual. GRF operates as the management company for the
81 Mutuals and will, as part of its duties, apply Mutual Fees in accordance with established
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Mutual policies/rules. ~~(See the 7000 Policy Series).~~

7. STOCK TRANSFER LEGAL REVIEW OF TRUST FEES

7.1. Upon a requested transfer of stock ownership by a Trust, either by the sale of a unit or an in-house ownership transfer, Probate Code §18100.5 delegates to the GRF the right to request the current acting trustee or successor trustee to provide either a certification of trust, or a copy of the trust. The following procedures will be implemented.

7.1.1. Any trustee or successor trustee seeking to transfer the ownership of a mutual unit, either by the sale of the unit through escrow or an in-house ownership transfer, will be required to provide the Stock Transfer Office a Certification of Trust, or, a copy of the Trust document for the GRF attorney to review prior to any complete transfer of ownership.

7.1.2. The Stock Transfer Office shall not proceed with any sale or transfer of ownership via a trust document prior to the GRF attorney review of the trust and providing in writing a letter of release allowing the Stock Transfer Office to proceed.

7.1.3. In an effort to offset the cost of the required GRF attorney review, there shall be assessed to the trustee or successor trustee, a fee of one hundred twenty-five dollars (\$125) representing the attorney's fee for the GRF's pro-rated staff time, to be collected at the time of the trust review.

7.1.4. ~~Legal Review of Trust Fees shall be allocated to Cost Center 1000 (Stock Transfer).~~

8. LESSEE ANNUAL AMENITIES FEE –FOR ALL MUTUAL 17 ONLY LEASES INITIALLY DATED PRIOR TO JANUARY 1, 2021 AND SUBSEQUENT RENEWALS

8.1. The GRF annual Lessee Amenities fee is a required use fee for access to Trust facilities, amenities, and participation in GRF activities. The Lessee fee is calculated at twenty-five percent (25%) of the GRF annual assessment, rounded up to the nearest dollar for each occupant.

8.2. The required annual Lessee Amenities fee payment is due and payable in full on the date of the lease agreement. No monthly payments can be made.

8.3. If delinquent, the current (before January 1, 2021) Mutual 17 Lessee, shall pay damages to reimburse GRF for its expense and overhead in collecting the payment as follows:

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8.3.1. A twenty-five dollar (\$25) late fee, and

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8.3.2. Interest at one percent (1%) per month (APR of 12%) from the orig
date due until the date the full payment is received.

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8.4.

In addition to late fees, for each check from a Lessee that a bank returns
any reason, the Lessee must pay a twenty-five dollar (\$25) returned ch
fee, and all bank charges assessed against the association.

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8.5.

If a Lessee becomes more than ninety (90) days delinquent, the Lessee
receive a 30-day notice of GRF's intent to suspend the right to use G
amenities and Trust facilities, including driving privileges upon GRF Tr
streets. GRF may also refer the Lessee account to an attorney or collect
agency for appropriate action. All fees incurred by an attorney or collect
agency to recover the delinquent amounts will be assessed to the Lessee.

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8.6.

GRF reserves the right to collect the delinquent account for the Amenities
from Lessor.

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8.7.

Lessee Amenities fees shall be allocated as stated in Section 1.7.

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The fee for verifying Powers of Attorney and Court Orders will be seventy-five doll
(\$75) per document, per review, ~~and shall be allocated to Cost Center 533 (Sta~~
~~Transfer).~~

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10.

The fee for additional Leisure World maps will be one dollar (\$1) per map (shareholde
excluded).

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11.

All Fees are subject to annual review and are subject to change.

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Document History

153

Adopted:

21 Apr 70

Amended:

31 Aug 73

Amended:

20 Nov 73

154

Amended:

19 Aug 75

Amended:

31 Aug 77

Amended:

16 Jun 81

155

Rescinded:

20 Oct 81 (Amendments passed 16 Jun 81)

156

Amended:

16 Dec 86 (Effective 01 Jan 87)

157

Amended:

21 Jul 87 (Effective 01 Aug 87)

158

Amended:

20 Sep 88 (Effective 01 Jan 89)

159

Amended:

21 Nov 89

160

Amended:

16 Nov 93 (Effective 01 Dec 93)

161

Amended:

18 Nov 03 (Effective 01 Jan 04)

162

Amended:

15 May 07 (Effective 01 Jul 07)

163

Amended:

17 July 12 (Effective 01 Sept 12)

164

Amended:

22 Apr 14 (subheading correction only)

165

Amended:

28 Oct 14 (Effective 01 Jan 2015)

166

Amended:

27 Oct 15 (Effective 01 Jan 2016)

167

Amended:

27 Dec 16 (Effective 01 Jan 2017)

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168	Amended: 23 May 17 (Effective 01 each year)				
	Amended: 19 Dec 17	Amended: 17 Dec 18	Amended: 23 Apr 19		
	Amended: 23 Jul 19	Amended: 22 Oct 19	GDC	26 Feb 20	
169	Keywords: Finance	Fee	Stock Transfer	Amenities	Lessee

(Feb 20)

GOLDEN RAIN FOUNDATION Seal Beach, Cali

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: FINANCE COMMITTEE
SUBJECT: **TENTATIVE VOTE** - AMEND POLICY 40-5580-2, ENTRY PASSES - FEES
DATE: NOVEMBER 15, 2021
CC: FILE

At the September 20, 2021 meeting of the Finance Committee, the Committee motioned to recommend the GRF Board of Directors tentatively amend policy 40-5580-2 Entry Pass Fees.

I move to amend policy 40-5580-2, Entry Passes - Fees, updating document language, presented. Pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 25, 2022.

Entry Passes – Fees

1. NO FEES

- 1.1. Initial issuance of annual entry passes for MEMBERS/OWNERS in residence of the unit and Mutual Seventeen MEMBER/OWNERS eligible for entry passes under the provisions of 80-5580-3.
- 1.2. Passes issued to contract workers, vendors, and caregivers.
- 1.3. Renter/Lessees will not be issued annual entry passes.
- 1.4. Quarterly passes for Real Estate or Escrow Firm Representatives.

2. LOSS OF PASS

- 2.1. Caregiver
A lost CAREGIVER pass may be replaced for a **\$20.00** fee, per occurrence.
- 2.2. Real Estate or Escrow Firm Representatives
A lost pass may be replaced for **\$50.00**. If the pass is lost a second time, a **\$75.00** fee is charged.

3. REVIEW

All fees are reviewed on an annual basis.

Document History

Adopted: XX XXX 21

Keywords: Fees Pass Caregiver Real Estate Loss

(XXX 21)

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MEMO

TO: GRF BOARD OF DIRECTORS
FROM: GRF ADMINISTRATION COMMITTEE
SUBJECT: APPROVAL FOR TRUST PROPERTY USAGE FOR EMERGENCIES
DATE: NOVEMBER 16, 2021
CC: FILE

At the November 4, 2021 meeting of the GRF Administration Committee, the Committee to recommend the GRF Board of Directors to approve the use of community facilities by community volunteer or service groups after any natural or manmade disaster for the purpose of using these facilities for shelter, volunteer staging areas, triage, emergency operations and other emergency response operations.

Community facility buildings must be inspected and deemed safe by Seal Beach city building inspectors or Golden Rain Foundation inspectors certified by the state of California in the Building Assessment Program (SAP) before buildings are occupied by any shareholder or community volunteer group.

I move to approve the use of Trust Property buildings in the event of an emergency or disaster impacting the community of Leisure World.

From: Eloy Gomez
Sent: Wednesday, November 17, 2021 9:34 AM
To: Eloy Gomez
Subject: FW: Building Inspections in Disasters

From: Mark Weaver <markw@lwsb.com>
Sent: Thursday, October 28, 2021 3:37 PM
To: Eloy Gomez <eloyg@lwsb.com>
Subject: RE: Building Inspections in Disasters

Eloy,

The Physical Property Department has 4 Safety assessment Program certified inspectors that live or near this community within a 5–8-minute drive, and they would be willing and be available to inspect and clear or red-tag GRF facility buildings after a disaster.

Please let us know if you would require any other assistance.

Best regards,

Mark Weaver
Facilities Director
Golden Rain Foundation
PO Box 2069, Seal Beach, CA 90740



☎ (562) 431-6586, ext. 301 | ✉ markw@lwsb.com | 🌐 www.lwsb.com

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CODE OF CONDUCT: GRF is committed to ensuring a safe, secure and respectful environment and expressly prohibits abusive language, including threats, slurs and profanity. GRF reserves the right to take appropriate measures to address abusive, disruptive, inappropriate or aggressive behavior on premises, on the phone or e-mail or in writing. GRF reserves the right to refuse service and take appropriate actions pursuant to its Code of Conduct 30-5093-1, Member Rules of Conduct.

Cc: Bill Dorman <bill.dorman@transtech.org>
Subject: RE: Building Inspections in Disasters

Hi Mr. Gomez,

I apologize for the delay in getting back to you! Completely our fault.

Please see the responses in **red text** below. If you have follow-up questions, please feel free to reach out to Bill Dorman directly.

Have a nice weekend!

Barry

Barry Curtis, AICP
Interim Director of Community Development

City of Seal Beach
211 Eighth Street, Seal Beach, CA 90740
562.431.2527 x1313

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient of this communication, or an employee or agent responsible for delivering this communication to the intended recipient, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

From: Eloy Gomez
Sent: Friday, September 3, 2021 10:55 AM
To: 'smyrter@sealbeachca.gov' <smyrter@sealbeachca.gov>
Subject: FW: Building Inspections in Disasters

Good morning Mr. Myrter,

I obtained your email address from the Seal Beach Police Department and I am reaching out to you in hopes you can help me solve a problem we are facing with our emergency disaster planning.

We are currently drafting a new emergency disaster plan for the community of Leisure World. The Leisure World community has not had a plan in place for the last 5 years and as we all know it is extremely important for all communities and city residents to be prepared for disasters. This new plan has been on the planning board for little over three years and we hope to roll it out soon. The plan would make use of all service groups in the community. These groups of volunteers are CERT (community emergency response team), Y's Men, bicycle, rolling thunder's, Ham radio operators and many others. The goal is to help in a time when city employees, first responders and GRF employees are limited or not available.

In order to complete the plan, we need to secure physical buildings that can be used for shelter, volunteer meeting areas and of course the emergency operations center. We have approached

The Board does not have any objections to the volunteers using these facilities after a disaster want to know who is going to inspect and deem the buildings safe before any volunteers set foot on the buildings.

My question to you are as follow:

1. Would Seal Beach building inspectors be available to inspect the buildings in Leisure World and can we add our Clubhouses to the list of priority buildings to be inspected after a disaster? **Yes to both. Please coordinate with Bill Dorman, Building Official, to ensure the Clubhouses are added to the priority list.**

2. Also, four of our GRF building inspectors hold the Safety Assessments Program (SAP) certification from CalOES. Will the city allow these inspectors to inspect our buildings after a disaster and will their reports be honored by your office? **Yes to both questions.**

Would it be possible for you to put something in writing that I can present to the GRF board reflecting your answers for the two questions above?

Thank you in advance for all your help,

Eloy Gomez
Safety & Emergency Coordinator
Golden Rain Foundation
PO Box 2069, Seal Beach, CA 90740



☎ (562) 431-6586, ext. 356 | ✉ eloyg@lwsb.com | 🌐 www.lwsb.com

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BOARD ACTION REQUEST

TO: BOARD OF DIRECTORS
FROM: GRF ADMINISTRATION COMMITTEE
SUBJECT: APPROVAL BUILDING FIVE IMPROVEMENTS
DATE: NOVEMBER 15, 2021,
CC: FILE

At the November 4, 2021, the GRF Administration Committee, the Committee moved to approve to recommend the GRF Board of Directors to approve the use and annual lease of \$1.00 per year and capital improvements to the 248 square foot area within Building Five to exceed \$13,000 Capital Funding, adding a \$2,000 contingency and pending for the Committee for review.

Improvements are as follows:

- Replace carpet and repaint
- Replace ceiling lights with LED
- Replace exterior door and window, including panic hardware and automatic opener
- Replace window blinds
- Add signage



At the November 15, 2021 meeting the Finance Committee, the Committee determined sufficient capital funding in the amount of \$13,000 are available. The Finance Committee placed a temporary hold on these funds pending a Board action to release the funds for this project.

I move to approve capital improvements to the 248 square foot area within Building Five for the use of pending community service organization, not to exceed \$13,000 capital funding, and a \$2,000 contingency for the improvements are as follows:

- Replace carpet and repaint
- Replace ceiling lights with LED
- Replace exterior door and window, including panic hardware and automatic opener
- Replace window blinds
- Add signage

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: GRF ADMINISTRATION COMMITTEE
SUBJECT: APPROVAL FOR PHASE THREE AND FOUR - ADMINISTRATION OFFICE AND WORKSTATION IMPROVEMENTS
DATE: NOVEMBER 16, 2021
CC: FILE

It was recommended to Proceed with Phase three and four (see area A, B and C attached) ergonomic process within the Administration Building (Mutual Administration and Reception Secretary workstations completed), the project includes:

- Removal of approximately ten feet of wall.
- Replacement of a workstations which have outlived its useful life, with an ergonomic workstation.
- Addition of a training/flex workstations to the configuration

Item	\$	Funding	Notes
Talimar Workstations	\$12,584	Non-schedule reserves	Replacement of existing workstation
Materials and Supplies	\$1,500	Capital	Wall removal
Total Project	\$14,084		

Funding Sources	\$
Reserves	12,584
Capital	\$1,500

At the November 15, 2021 meeting of the Finance Committee, the Committee has determined that sufficient capital funding in the amount of \$14,084 are available. The Finance Committee placed a temporary hold on these funds pending a Board action to release the funds for the project.

improvements and the addition of a training/flex workstation in an amount not to e

\$14,084.00, Capital/Reserve Funds:

Funding Sources	\$
Reserves	\$12,584
Capital	\$1,500

Also, authorize the President to sign the contract.

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE (MW)
SUBJECT: APPROVAL UPSTAIRS HVAC IN CLUBHOUSE SIX
DATE: NOVEMBER 16, 2021
CC: FILE

It has been requested to replace the upstairs HVAC systems at Clubhouse Six per recommended specifications by SPEC Engineering. A Request for Proposal was sent out to contractors two contractors provided quotes for this project and two contractors said the job was too big for their crew's. The proposals are as follows:

Country Heating and Air Inc	\$205,563
Pro West Mechanical Inc	\$236,627
Alpine	No Bid
Greenwood	No bid

At the November 4, 2021 meeting of the Physical Property Committee, the Committee recommends the GRF Board of Directors to award a contract to Country Heating and Air Inc for a cost of \$205,563 adding a 10% contingency of \$20,556 for permits and any extras for a total cost not to exceed \$226,119, after the Finance Committee reviews it.

At the November 15, 2021 meeting of the Finance Committee, the Committee determined that sufficient Reserve Funding in the amount of \$226,119 is available. The Finance Committee has placed a temporary hold on these funds pending a Board action to release the funds for this project.

Clubhouse Six upstairs per the recommended specifications by SPEC Engineering for a cost of \$205,563 and adding a 10% contingency \$20,556 for permits and any unseen extras, for a total cost not to exceed \$226,119. Funding from Reserves and authorize the President sign the contract.

HEATING & AIR CONDITIONING INC.

1948 WEST COLLINS ORANGE, CA 92667 (714) 639-9961 / FAX (714) 539-4426

STATE LICENSE #396569

STANDARD PROPOSAL AND CONDITIONAL SALES CONTRACT

Attention: Scott Contractor: Strong Inc. 10373 Los Alamitos Blvd Los Alamitos, Ca.	Date: August 27, 2021 Phone: 562-936-1454 Fax: 562-936-1464
Job/ Address: Golden Rain Foundation 1861 Golden Rain , Seal Beach, Ca	Phone:

COUNTY hereby submits specifications and estimates for

- 3- York XYE08- 7.5 ton heat pump, package, 230V 3ph with isolation curb and economizer, Rawal Valve and coil coatings, humidity sensor, CO2 sensors
- 3- York XYE09- 8.5 ton heat pump, package 230V 3ph with isolation curb and economizer, Rawal Valve and coil coatings, humidity sensor, CO2 sensors
- 6- Programmable thermostat.
- 6- Smoke detectors, supply duct mounted 115v 1ph.
- 57- Pieces of air distribution (registers and grilles)
- 1- Certified air balance

Add Alternate # 1 - To provide (6) UVC Lights.....Add to total price below \$ 9,348.00

Add Alternate # 2- To provide (6) Ionization.....Add to total price below \$ 4,868.00

Work included : equipment, material, tax, labor, supervision, crane fee, low voltage, start and test.

Work not included : high voltage, electrical, drain piping, smoke/fire dampers, curb leveling, roof cutting, framing, hot mop roofing, burglar bars, equipment screening, Duct leak testing, Permit, BMS controls, exhaust fans.

BMS system not included. Price Valid for 60 days

COUNTY hereby proposes to furnish only the labor and materials listed above- completed in accordance with the specifications above, for the sum of One hundred and ninety four thousand five hundred and forty seven 00/100 dollar \$ 194,547.00)

205,563.

Payment to be made Progressive upon completion as the work progresses to the value of one hundred percent (100%) of all work completed. The due amount of contract to be paid within 10 Day(s) after completion. When signed by COUNTY and BUYER this document will constitute a firm and binding agreement between both parties hereto, for all labor and materials herein referred to, ACCORDING TO TERMS AND CONDITIONS ON BOTH SIDES HEREOF.

County Rep: [Signature] Buyers Signature: _____

Date: August 27, 2021 Date: _____

STRONG135.BW Golden rain.vpd

To: Scott Strong
Strong, Inc.
Project: Golden Run Foundation
1661 Golden Run Road
Seal Beach, CA
Date: 8.27.21
Plan Date: Mechanical Plans - 7.27.21

INCLUDES:

1. See Modification & Crane
2. Remove the (6) Existing RTU units off the roof - framing, roofing, and waterproofing by others
3. (6) New York - Roof Top Package Units - with standard roof curbs, economizers, and coastal coating
4. (12) Sheet Metal - United Plenums - Supply & Return
5. (6) Duct Smoke Detectors with probe and low voltage wire
6. (1) Zoned System with (2) Motorized dampers, control board and 1/2-2 stranded shielded wire
7. CO2 Sensors with low voltage wire - per plan
8. (4) S/A & (10) R/A - Air Distribution Grilles - Per Plan - Krueger brand
9. (6) REME Halo - Bi-polar Ionization - Air Purifiers
10. Ductwork per SMACNA standards
11. All sheet metal ductwork to be insulated with R-4.5 foil series - 1 1/2" thick
12. Hangers & supports - Ductwork hang with 1" strap - per detail
13. PWM Installation, Start-up & QC Check
14. 3rd Party Air Balance - NEEB Certification

The Project Completed in a workweek type manner on regular hours for the total of:

TOTAL: \$236,827.00

NOTES: Equipment pricing is quoted per 80 days & must be updated in 2022.

EXCLUDES: Hanging strap with 3/8" rod, Horn/strobe controls, welded grease duct, any existing units and their function and warranty, water heater venting, R-6 & R-8 insulated drain, Condensate Drain Piping, fan smoke dampers, fan dampers, fire/life safety, fire alarm, EMS, BMS, DDC controls, Energy Management, electrical low voltage, conduit, disconnects, breakers, condensate pumps, framing, bracing, saw cutting, roofing, water/wrapping, drywall, pointing, patching, structural framing, engineering plan check fees, Ode 2d call, permits.

Respectfully Submitted,

Chris Hansen

PROPOSAL ACCEPTANCE:

Client Name: _____

Client Signature: _____

Pro West Mechanical, Inc. - Chris Hansen

Date: _____

Date: 8/27/21

15431 Red Hill Ave - Suite F Tustin, CA 92780

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7/22/2021 7:01:20 PM



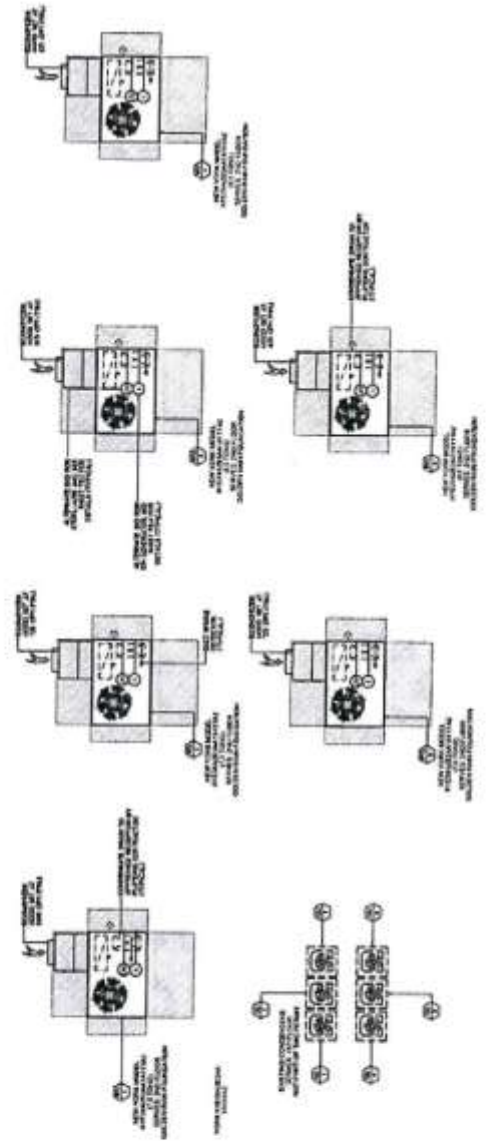
REVISED CONSTRUCTION NOTES

1. Add sample 1 and remove sample 1 (100 µl) to add 100 µl.
2. Add sample 2 and remove sample 2 (100 µl) to add 100 µl.
3. Add sample 3 and remove sample 3 (100 µl) to add 100 µl.
4. Add sample 4 and remove sample 4 (100 µl) to add 100 µl.
5. Add sample 5 and remove sample 5 (100 µl) to add 100 µl.
6. Add sample 6 and remove sample 6 (100 µl) to add 100 µl.
7. Final volume sample (100 µl).
8. Add sample 7 and remove sample 7 (100 µl) to add 100 µl.



CONTRACTOR PLAN NOTES
1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED EQUIPMENT AND PIPING.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED EQUIPMENT AND PIPING.
3. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED EQUIPMENT AND PIPING.

ROOF NOTES
1. ALL ROOFING TO BE DONE WITHIN 10 DAYS OF COMPLETION OF THIS PROJECT.
2. ALL ROOFING TO BE DONE WITHIN 10 DAYS OF COMPLETION OF THIS PROJECT.
3. ALL ROOFING TO BE DONE WITHIN 10 DAYS OF COMPLETION OF THIS PROJECT.



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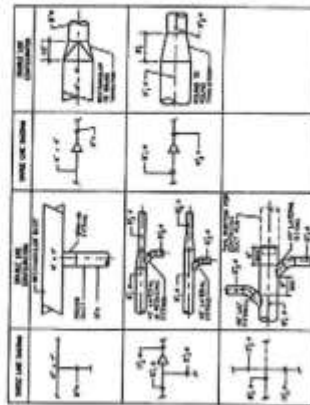
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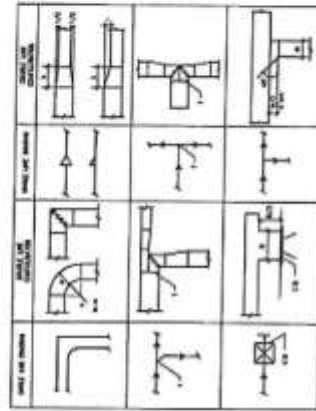
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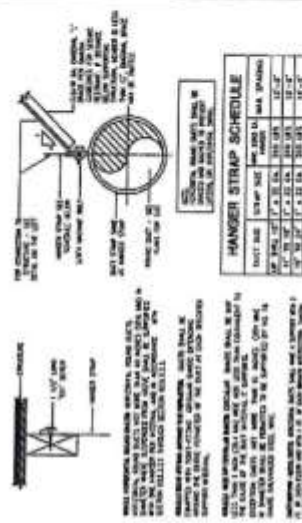
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1.8. Accounting for the Property (October-2012 International Competency)

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Journal of Management Inquiry 22(1) 3-15
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DOI: 10.1177/1056492613500000

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Journal of Management Education 36(1) 10-20

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B. INFORMATION ON THE APPLICANT	
NAME	DATE OF BIRTH
John Doe	12/12/1980
SSN	123-45-6789
ADDRESS	123 Main St, Anytown, CA 90210
PHONE	(555) 123-4567
EMAIL	john.doe@email.com
C. INFORMATION ON THE EMPLOYER	
NAME	ABC Company
ADDRESS	456 Main St, Anytown, CA 90210
PHONE	(555) 987-6543
EMPLOYER'S SIGNATURE	_____ Date: 7/22/2021
APPLICANT'S SIGNATURE	_____ Date: 7/22/2021

D. INFORMATION ON THE EMPLOYER	
NAME	DATE OF BIRTH
John Doe	12/12/1980
SSN	123-45-6789
ADDRESS	123 Main St, Anytown, CA 90210
PHONE	(555) 123-4567
EMAIL	john.doe@email.com
E. INFORMATION ON THE EMPLOYER	
NAME	ABC Company
ADDRESS	456 Main St, Anytown, CA 90210
PHONE	(555) 987-6543
EMPLOYER'S SIGNATURE	_____ Date: 7/22/2021
APPLICANT'S SIGNATURE	_____ Date: 7/22/2021

Signature of Applicant: _____ Date: 7/22/2021

Signature of Employer: _____ Date: 7/22/2021

F. INFORMATION ON THE EMPLOYER	
NAME	DATE OF BIRTH
John Doe	12/12/1980
SSN	123-45-6789
ADDRESS	123 Main St, Anytown, CA 90210
PHONE	(555) 123-4567
EMAIL	john.doe@email.com
G. INFORMATION ON THE EMPLOYER	
NAME	ABC Company
ADDRESS	456 Main St, Anytown, CA 90210
PHONE	(555) 987-6543
EMPLOYER'S SIGNATURE	_____ Date: 7/22/2021
APPLICANT'S SIGNATURE	_____ Date: 7/22/2021

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: PHYSICAL PROPERTY COMMITTEE
SUBJECT: AMEND POLICY 30-5041-5 REAL TRUST PROPERTY ACREAGE
DATE: NOVEMBER 15, 2021
CC: FILE

At the November 3, 2021 meeting of the Physical Property Committee, the Committee members recommend the GRF Board of Directors to amend policy 30-5041-5 Real Trust Property Acreage.

I move to amend 30-5041-5 Real Trust Property Acreage., as presented.

Real Trust Property Acreage

1. TRUST PROPERTY:

<u>Lot #Parcel</u>	<u>Description</u>	<u>Acreage</u>
95-641-03	Well Site	0.09
95-641-04	Clubhouse <u>One</u> 1 & <u>Parking Lot and</u> Picnic Area	1.85
95-651-03	Maintenance Yard Alley (side by channel)	0.09
95-651-04	Maintenance Yard	0.68
95-651-14	Amphitheater, & Clubhouse <u>Six</u> 6, <u>HCC, Administration Building and Parking Lot</u> total area	7.65
95-681-15	Small Lot (between bldg. 200 <u>and</u> & 203 Mutual 8 area	0.21
95-651-20	Westminster-Drainage Ditch	0.50
95-651-21	Westminster-Railway <u>and</u> & Purchasing Dock	2.17
95-661-01	Candlebrook Alley (Alan's Alley) Parking	0.72
95-661-20	Clubhouse <u>Two</u> 2, & Car Wash <u>and Mission Park</u>	1.50
95-671-29	Clubhouse <u>Three</u> 3	2.03
95-671-30	Clubhouse <u>Four</u> 4 <u>and</u> NuVision Credit Union	3.59
95-671-32	<u>Flag</u> Triangle at Library	0.07
95-671-33	Library Building, & <u>Friends of the Library Building, Veteran's Plaza and</u> Superwire Office	0.75
95-681-25, <u>28, 31</u>	Caltrans Lot (Mini-Farms)	1.84
95-691-05	RV Lot	5.51
95-781-18	Golf Course <u>and</u> & Swimming Pool <u>Aquatic Center</u>	<u>7.95</u>
<u>095-781-16</u>	<u>Sunningdale Circle Flag Pole</u>	<u>0.23</u>
<u>095-641-01</u>	<u>Resales Office, Main Gate Globe Site and Security Building</u>	<u>1.70</u>
	Total Acreage	37.20

2. CHURCHES INSIDE THE WALLS:

Holy Family Roman Catholic Church***	Land Donated
Leisure World Community Church*	Land Donated
Redeemer Lutheran Church of Leisure World	Land Purchased
First Christian Chapel**	Not Inside LW

*Land reverts to the GRF Trust if this Church ever becomes anything other than a Methodist Church.

**Land this Church sits on has never belonged to the GRF. Purchased from Orange County by the church.

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

Real Trust Property Acreage

*** Land donated to the Roman Catholic Archdiocese of Los Angeles by the Rossmore Corporation

3. NON-TRUST BUILDINGS ON TRUST PROPERTY:

- A Post Office
- B Nu-Vision Building

4. TRUST STREETS:

<u>Name</u>	<u>Acreage</u>	<u>Name</u>	<u>Acreage</u>
Alderwood	0.94	Monterey Road	1.68
Annandale	1.36	Nassau	1.40
Brookline (Includes Exmoore)	0.37	Northwood	3.13
Burning Tree	0.46	Oak Hills	0.76
Canoe Brook	1.20	Oakmont	1.65
Cedar Crest	0.53	Pelham	1.00
Church Place	0.61	Prestwick	0.17
Danbury Lane	0.22	Sea View (Includes Braeburn)	0.64
Del Monte	4.05	Shawnee	0.23
El Dorado	4.65	Skokie	0.23
Fairfield (North & South)	1.21	Southport	0.23
Foxburg	0.61	St. Andrews Drive	9.65
Fresh Meadow	0.35	St. Johns	0.79
Glenview (Includes Haylake)	0.55	Sunningdale	0.78
*Golden Rain Road	13.047.57	Scioto	0.23
Homewood	0.27	Tam O'Shanter	0.39
Interlachen	1.48	Twin Hills	0.36
Kenwood	0.23	Thunderbird	1.81
Knollwood	0.38	Weeburn	0.27
Mayfield	0.31	Wentworth	0.19
Medinac	0.21		
Merion Way	1.41		
McKinney Way	0.55		
		Total Acreage	60.58

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

Real Trust Property Acreage

*This includes Resales Office Site & Main Gate/Globe Site.

5. MUTUAL PROPERTY (Grant Deeds conveyed to Mutuals by GRF in exchange for money):

Mutual No. One*	52.91
Mutual No. Two*	58.01
Mutual No. Three*	25.18
Mutual No. Four*	24.75
Mutual No. Five*	30.52
Mutual No. Six*	26.02
Mutual No. Seven	27.36
Mutual No. Eight	24.85
Mutual No. Nine	27.62
Mutual No. Ten	18.21
Mutual No. Eleven	22.92
Mutual No. Twelve	30.77
Mutual No. Fourteen	22.67
Mutual No. Fifteen*	35.48
Mutual No. Sixteen*	4.96
Mutual No. Seventeen*	4.93
Total Acreage	437.16

*Grant Deeds conveyed to these Mutuals by GRF. All other Mutuals grant deeds conveyed by the Rossmoor Corporation.

6. TOTAL ACREAGE:

TRUST PROPERTY	(Deeds held by GRF in Trust)	37.20
TRUST STREETS	(Land excepted from Grant Deeds to Mutuals)	60.58
MUTUAL PROPERTY	(Grant Deeds from GRF, <u>Rossmor Corp</u>)	437.16
		534.94

Document History

Adopted: 21 May 72	Revised: 13 Jun 73	Revised: 05 Feb 76
Revised: 30 Sep 81	Revised: 01 Oct 92	Revised: 21 May 96
Revised: 31 Jul 09	Revised: 19 Dec 17	Amended: 23 Jul 19

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

Real Trust Property Acreage

Keywords: Administration Trust Acreage
Property

37

(Jul 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

Page 4 of 4

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: APPROVAL CLUBHOUSE ONE - COOKING RANGE REPLACEMENT
DATE: NOVEMBER 10, 2021
CC: FILE

The Service Maintenance Department has reported to us that one of the burners needed replaced on our current range but due to the age of the unit, parts are no longer available. At this time, we have no other choice than to recommend that the unit be replaced.

The following companies have provided quotes for the purchase of a new range to replace the existing unrepairable range:

1. JES Restaurant Equipment	\$7,648.11
2. Build with Ferguson	\$7,907.22
3. Restaurant Equippers Warehouse Stores	\$7,995.00

At the November 1, 2021, meeting of the Recreation Committee, the Committee approved the purchase of a new range to replace the old, damaged range in an amount not to exceed \$8,148.11 and requested the Finance Committee review the budget for funds from the replacement reserves for this purchase.

At the November 15, 2021, meeting of the Finance Committee, the Committee approved the funding in an amount not to exceed \$8,148.11 to purchase a new range with funds from the replacement reserves.

of \$7,040.11 and additional \$500.00 for parts and installation for a total not to \$8,148.11 from the replacement reserves.

WAREHOUSE STORES

635 West Broad St Columbus, OH 43215

Ph# Toll Free: 800-235-3325 Local: 614-464-0505

Fax Toll Free: 877-235-1721 Local: 614-464-4002

Bill To:

golden rain foundation
2601 Westminster Ave

Seal Beach CA 90740-5600

Ship To:

golden rain foundation
2601 Westminster Ave

Seal Beach CA 90740-5

PO Number	Customer ID	Sales Rep	Ship Via	Cash	Check	Card	PR
	GOLD1030	AU	DROP-SHIP				

Order Item	Description	U/M	Unit Price	Ext
1	RR0203DF RANGE, ELEC. 36", 4 BRNRS, 12" GRIDDLE, OV	EACH	\$7,995.00	\$7

Subtotal \$7,9

Tax

Freight

Total \$7,9

If you have questions concerning this order, please contact Customer Service at 800-235-
Quoted prices valid for 7 days

From: customerservice@Build.com
Sent: Friday, August 13, 2021 1:26 PM
To: Terry DeLeon
Subject: Terry Deleone, here is your saved cart from Build.com



Your cart is ready!

[View Cart](#)

[Cart Code XRCJCF236X](#)

Grand Total
\$7,907.22

Terry Deleone,

If you have any questions regarding this saved cart or the products and prices listed, please reply to this email to contact me directly.



Juan Ordaz

[Build.com](#)

(800) 375-3403 ext. 4862

Item(s)



Royal Range RRE-4GT12

Color/Finish: Stainless Steel

Voltage: 240V

Phase: 3 Phase

\$7,271.00

Subtotal:

\$7,

Shipping:

Tax:

\$

Grand Total:

\$7,

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[Live Chat](#) | [\(800\) 375-3403](#)

[Privacy Policy](#) | [Feedback](#) | [Terms](#)

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What are you shopping for?

Shipping to: **Cerritos, CA** ▼

COVID-19 Update: [Service & Delivery Info](#)

Item # bci3096959

Royal Range 36 Electric Range- 4 Burners, 1 Oven and 12 Griddle

Model:RRE-4GT12

[Write a Review](#)



\$7,271.00

Free Shipping!

Leaves the Warehouse in 6 to 7 weeks - [Shipping to 90703](#)

Finish: Stainless Steel - Special Order

—

1

+

<https://www.build.com/royal-range-rre-4gt12/s1302630>

Chat with an Expert

[Configure](#)


Project:

terryd@lwsb.com
562-431-6586 ext 350
Terry
Seal Beach, CA 90740

From:

J. E. S. Restaurant Equipment
Melina Bryant
2108 Hwy. 72 W
Greenwood, SC 29649-8582
(864)223-8222
864-223-8222 117 (Contact)

Job Reference Number: 63232

Item	Qty	Description	Sell	Sell
1	1 ea	RANGE, 36", 4 ROUND HOT PLATES, 12" GRIDDLE  Royal Range of California Model No. RRE-4GT12 Restaurant Range, electric, 36", (4) 2.0 kW solid round 9" hotplates, infinite controls, (1) 12" griddle, 3/4" thick plate, thermostatic control, (1) 26-1/2"W standard oven, 5-surface porcelain oven interior, (1) 5-position chrome rack guide, (1) chrome rack, stainless steel front, sides, landing ledge, backguard, valve cover, kickplate, & high shelf, 6" legs, adjustable feet, 16.4kW, cCSAus, CSA-Sanitation, Made in USA 1 ea Two year limited parts and labor warranty, standard 1 ea 208v/60/3-ph, 46.0 amps 1 ea Backriser with high shelf, stainless steel, standard 1 ea Griddle to left side of range, standard 1 ea (1) 26-1/2" Standard oven In Stock Around Late December	\$6,802.86	\$6,
			ITEM TOTAL:	\$6,
			Merchandise	\$6,
			Freight	\$,
			Tax 8.75%	\$,
			Total	\$7,

Quote is valid for 14 days. If you would like to make your purchase after the date on this quote please call for current pricing. Freight estimated is business to business ONLY based on today's rate and classification unless otherwise specified. **SUBJECT TO CHANGE.** Does not include: lift gate, inside delivery, redelivery, call before delivery notice, residential fees. Unless otherwise noted. Please call for any additional fees. Payment terms: We accept all major credit cards, cashier's check and electronic bank transfer. Payment must be received before your order can be processed. There will be an additional \$25 fee for bank transfers totaling under \$500. Terms & Conditions can be found at www.jesrestaurantequipment.com and selecting "Terms and Conditions" these conditions apply to all orders and quotes. ****Please Note: Pricing not valid until approved by JES Management.****

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$7,648.11

terryd@lwsb.com

Initial
Pa



Quantity: _____

Project: _____

Royal Series

Models: ☐ RRE-6 ☐ RRE-4GT12 ☐ RRE-2GT24 ☐ RRE-GT36



RRE-2GT24

Voltage: ☐ 208V ☐ 240V

Phase: ☐ 1 Phase ☐ 3 Phase

Standard Features

- Stainless steel front, sides, control panel and kick plate including backguard and high shelf
- Stainless steel full width drip tray
- Oven - total 5 KW dual element system 4KW on oven bottom and 1 KW on oven top for better bake pattern and heat disbursement
- "Always Operational" with three internal circuit breakers to help prevent the unit from never being completely down
- Oven thermostat controls, 200°-500°F
- Five position heavy gauge chrome rack guides
- One chrome rack per oven
- Five surface porcelain oven interior
- 9" solid hot plate elements, 2KW each
- GT Series- 3/4 thick polished steel griddle plate
- GT Series - standard with thermostat every 12"

Options and Accessories

- ☐ 6" high S/S stub back in lieu of high shelf
- ☐ 1" thick griddle plate
- ☐ Griddle on right (Left hand side standard)
- ☐ Chrome griddle plate
- ☐ Grooved griddle (specify width: _____")
- ☐ 9" deep S/S front landing ledge, with or without sauce pan cutouts
- ☐ Additional oven racks
- ☐ Open storage cabinet base - add suffix "-X"
- ☐ Cabinet doors
- ☐ Intermediate shelf
- ☐ 5" swivel casters (set of four - 2 locking)



2 YEAR LIMITED, PARTS AND LABOR WARRANTY

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: APPROVAL GOLDEN AGE FOUNDATION TAX PROGRAM 2022
DATE: NOVEMBER 16, 2021
CC: FILE

At the November 1, 2021 meeting of the Recreation Committee, the Committee approved reserving of the Clubhouse Three Knowledge and Learning Center for temporary use of the Golden Age Foundation to conduct their annual tax preparation service. GAF has requested use of the facility from January through mid-April on Mondays, Tuesdays, and Wednesdays from 8:00 a.m. until 1:30 p.m. to continue to provide this free annual service to residents of Leisure World Seal Beach (LWSB).

Typically, Golden Age Foundation has assisted 850 to 1,000 residents annually, in the preparation of tax returns and responding to tax-related inquiries and anticipates this number to hold true in the 2021-2022 tax season.

I move to approve the use of the Knowledge and Learning Center by the Golden Age Foundation from January through mid-April of 2022 for income tax preparation as a free service to Leisure World Seal Beach residents.

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: APPROVAL - CLUBHOUSE ONE AND CLUBHOUSE TWO WOODSHOP
DATE: NOVEMBER 15, 2021
CC: FILE

Staying relevant is one of the single most important things a community can do to keep pace with changing demographics and shareholder/member expectations in amenities. What was relevant in amenities 10-20 years ago, may not be relevant today. To protect lifestyle and community value, there is an ongoing need to continually elevate the use of Trust Property to ensure our amenities meet with the mutual benefit of most of the Shareholder/Members and strategically and prudently reinvest in our facilities and amenities.

As part of ongoing programs and discussions to repair, maintain and improve Trust Property, at the November 1, 2021 meeting of the Recreation Committee, the Committee reviewed the proposed amenity improvements and enhancements:

- Clubhouse One
 - Renovation and expansion of Woodshop One.
- Clubhouse Two
 - Modification of Woodshop Two into a multiuse & activity room.

The Committee duly moved and approved to seek conceptual approval of the Board to:

- Expand Woodshop One into the adjacent space, 690 square feet.
(Room currently has two of the six Clubhouse One Pool tables).
- Renovation of 1,051 square foot of space in Clubhouse Two, currently used as a woodshop into a multiuse and activity room.

See attached Exhibit.

I move to conceptually approve the modifications and improvements to Trust Property

identified as:

- Clubhouse One, Woodshop One expansion into the adjacent space, 690 square feet. (Room currently has two of the six Clubhouse One pool tables).
- Clubhouse Two, Renovation of 1,051 square foot of space, currently used as a woodshop into a multiuse and activity room.

I further move to direct:

- the Recreation Committee, Physical Properties Committee and if required, the Architectural Design and Review Committee to develop full specifications and cost estimates.
- forward such estimate of Capital and/or Reserve Funds required to the Finance Committee.
- and upon the Finance Committees determination of the availability of Capital and/or Reserve Funds.

Return the proposed project to the Board for final action.

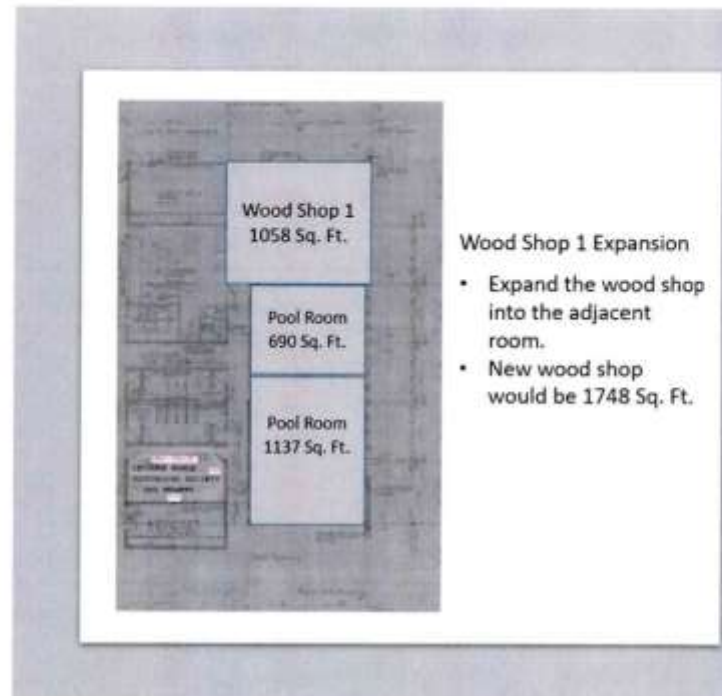
Exhibit CH1 and CH2 proposed modifications and enhancements

Wood Shop Analysis

<p>Wood Shop 1</p> <p>1058 Sq. Ft.</p> <p>Average monthly attendance 200 - 240</p> <p>Advantages</p> <p>Parking & possibility to expand parking</p> <p>Space could be expanded</p> <p>Accessibility</p>	<p>Wood Shop 2</p> <p>1051 Sq. Ft. (7 square feet less than Woodshop 1)</p> <p>Average monthly attendance 150 - 175</p> <p>Advantages</p> <p>Parking</p> <p>Space could be expanded</p> <p>Accessibility</p>
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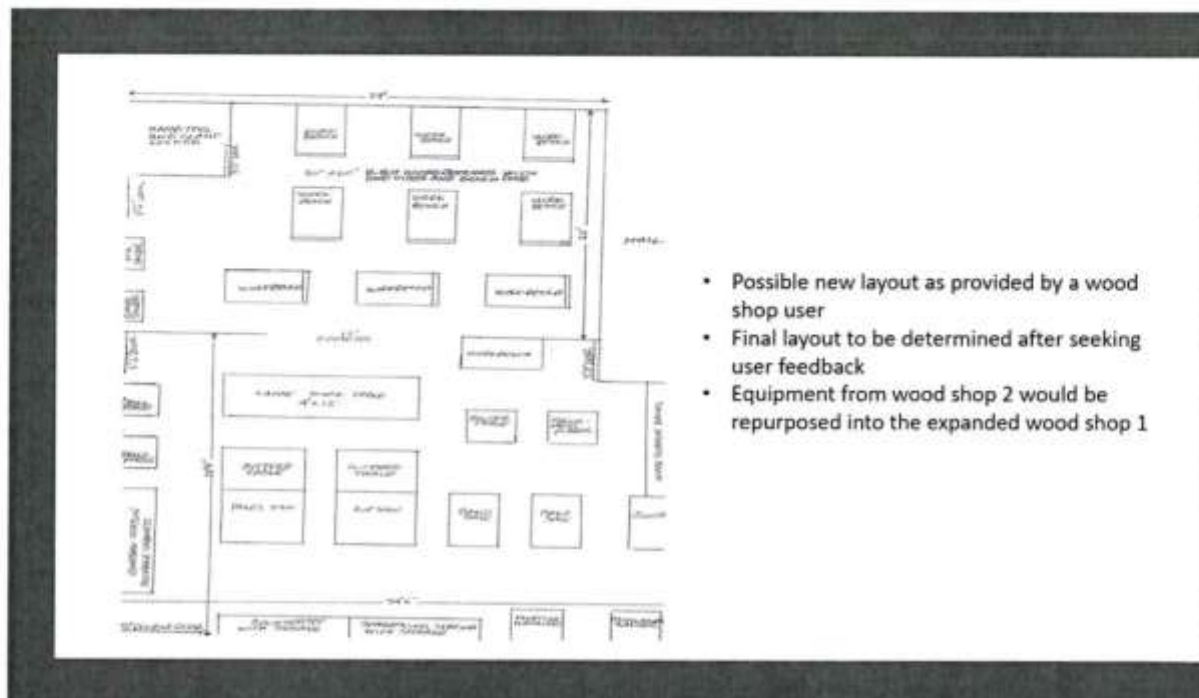
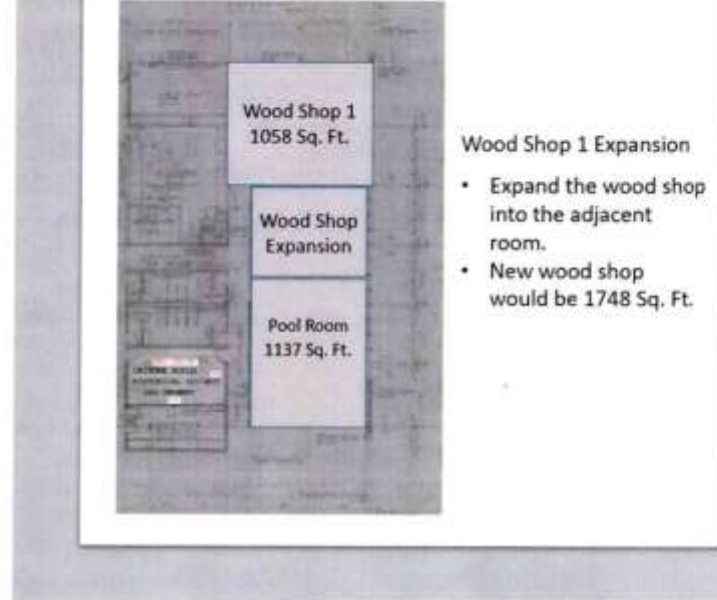
- Does wood shop usage justify 2 locations.
- Could the space be repurposed for a greater good for the mutual benefit of a majority of the Shareholders.
- Could existing space be expanded in one of the locations to accommodate a single woodshop.

Areas for
consideration
CH1



Areas for consideration CH1

- With the recent CH2 Pool Room improvements, net reduction of available pool tables is one.
- The wood shop expansion would provide for additional workspace, not currently available in either wood shop.
- New wood shop layout with the expansion would provide greater efficiency in usage.
- General Estimate (dependent on final scope of work) \$90,000 to \$120,000

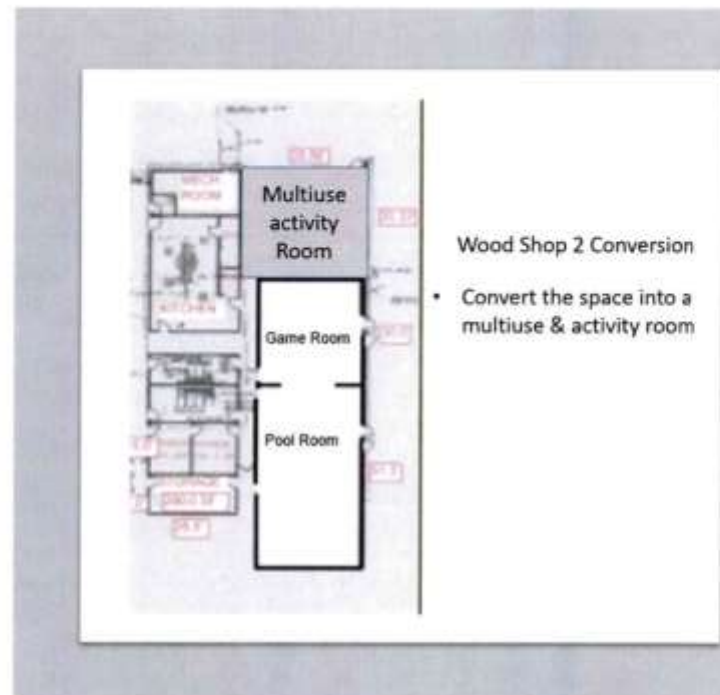


Areas for consideration CH2



Areas for consideration CH2

- New estimated usage – 400- 600 per month (48-60% percent increase) over existing wood shop
- Deletion of CH2 Wood shop (1051 sq. ft.)
- Current usage -220 per month average
- General Estimate (dependent on final scope of work) \$60,000 to \$75,000 (note: expense is based upon condition of the amenity and no AC





Proposed CH2 Multi Use/Activity Room



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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: RECREATION COMMITTEE
SUBJECT: **FINAL VOTE** - AMEND POLICY 70-1429.02-1, GOLF COURSE RULES
DATE: NOVEMBER 15, 2021
CC: FILE

At the August 30, 2021 meeting of the Recreation Committee, the Committee motioned to recommend the GRF Board of Directors amend policy 70-1429.02-1, Golf Course Rules.

At the September 28, 2021 meeting of the GRF Board of Directors, the Board voted to tentatively amend Member/Owner (M/O) Renter/Lessee (R/L) Rules of Conduct, Non-compliance Rules of Conduct – Fines and Penalties, pending a 28-day notice period to Foundation members. The document draft was published in the October 7th edition of the *LW Weekly*. Member comments are welcomed to submit their comments or questions to the Board Office on this matter. The amendment process is recommended in accordance with Civil Code **§4360**.

No item of correspondence was received during the 28-day notification to the members during the period.

I move to amend 70-1429.02-1 Golf Course Rules, add to the rules that shoes must be worn on the golf course, at all times, as presented.

Golf Course Rules

The following rules will be posted and are to be observed by all players:

1. The golf course is for Authorized Residents (AIR) only. No visitors are permitted.
2. Each person playing golf must have his/her own clubs.
3. All players must come to the starters' window and register for each round of play.
4. Practice, prior to the opening of the golf course in the morning, shall be confined to the designated greens adjacent to the Golden Rain Road. Players are not permitted to practice when the practice greens are closed for grounds maintenance, during rain, when frost is on the ground, or at any other time when such practice would be injurious to the turf.
5. Players must use a tee in the teeing area.
6. Players must repair all ball marks on the greens and replace divots.
7. Players may not play more than one ball.
8. Practice pitching to any playing green is not permitted. This includes the practice putting green, except as provided in Rule 4 above.
9. Slow players must permit faster players to play through.
10. Retrieving of golf balls from the lake is not permitted.
11. The golf course starters have full control of play on the course at all times.
- ~~44-~~12. Golf style athletic shoes must be worn on the golf course at all times.
- ~~-1--2-~~13. Players may not wear metal-spiked golf shoes on the golf course and greens.
- ~~43-~~14. Motorized carts of any kind are not allowed on the golf course.

Document History

Adopted:	18 Jul 89	Amended:	19 Oct 93	Amended:	21 Oct 97
Amended:	19 Apr 05	Reviewed:	08 Feb 17	Reviewed:	03 May 18
Reviewed:	03 Jul 18	Amended:	23 Jul 19	Amended:	23 Feb 21

Keywords: Golf Course Rules Recreation

(Feb 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: **TENTATIVE VOTE** - AMEND POLICY 80-1937-2, PARKING - FINES
DATE: NOVEMBER 15, 2021
CC: FILE

At the November 10, 2021 meeting of the Security, Bus & Traffic Committee, the Committee moved to recommend the GRF Board of Directors amend policy 80-1937-2, Parking -Fines.

I move to amend 80-1937-2, Parking -Fines, as presented. Pending a 28-day notification to the members, and a final decision by the GRF Board of Directors on January 25, 2022.

Parking – Fines

1. PURPOSE

The following Community Rules Violations Fines are enforced and are applicable to all persons controlling or operating vehicles on any TRUST PROPERTY regulated by the Golden Rain Foundation (GRF) of Seal Beach. This refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

All MEMBER/OWNERS (M/O) are solely responsible for all the actions of their VISITOR, RENTER/LESSEE (R/L), CAREGIVER OR CONTRACTOR who has entered Leisure World Seal Beach (LWSB) under their authorization, as well as all persons who have entered LWSB through their R/L's AUTHORIZATION. Therefore, the M/O is responsible for any fines and penalties associated with their unit that are imposed by GRF.

2. FINES FOR COMMUNITY RULES VIOLATIONS ON TRUST PROPERTY

Violation	Fine
1. Designated Parking Space or Restricted Parking Space	\$25
2. Blocking Crosswalk	\$25
3. Expired or Invalid State Vehicle Registration	\$50
4. Inoperable Vehicles	\$25
5. "For Sale" Sign on Vehicle	\$25
6. Handicap Parking without Placard or Handicap ID Displayed	\$100
7. Hazardous Materials Leaking	\$50
8. Limited Time Parking	\$25
9. Performing Maintenance or Repair	\$25
10. No Valid GRF Vehicle Decal or Parking Permit Displayed	\$25
11. Parked on Sidewalk or Grass	\$25
12. RED ZONE	\$100
13. RV or VUFR - Operating Contrary to 80-1937-1 (Section 4.5)	\$50
14. RV or VUFR – Jack Support: None or Inadequate	\$50
15. RV or VUFR Parked Over 72 (Seventy-Two) Hours on TRUST STREET	\$50
16. Washing any Vehicle on Trust Property (except Car Wash areas)	\$25
17. Washing a Vehicle Without a GRF Issued Resident Decal at Car Wash	\$25

2.1. Additional Community Rules Violation notices for the same violation may be issued after each 24-hour period.

3. FAILURE TO COMPLY

Additional penalties may be assessed to M/O who fails to respond to a rules violation notice in a timely manner. The procedures for assessing those penalties are outlined in 30-1937-3.

(Apr 21)

GOLDEN RAIN FOUNDATION Seal Beach, California

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4. APPEAL REQUESTS

Procedures for M/O to appeal a Community Rules Violation notice are detailed in 30-1937-3.

5. The fine may be contested to the COMMUNITY RULES VIOLATION (CRV) PANEL.

Document History

Adopted: 05 Apr 21

Keywords: Parking Community Rules Violation Due Process Trust Property Security
Fines

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: **TENTATIVE VOTE** - AMEND POLICY 80-1927.01-2, FEES FOR PARKING
RULES VIOLATIONS ON TRUST PROPERTY
DATE: NOVEMBER 15, 2021
CC: FILE

At the November 10, 2021 meeting of the Security, Bus & Traffic Committee, the Committee moved to recommend the GRF Board of Directors rescind policy 80-1927.01-2, fees for parking rules violations on trust property.

I move to amend 80-1927.01-2, fees for parking rules violations on trust property presented. Pending a 28-day notification to the members, and a final decision by the Board of Directors on January 25, 2022.

Fees for Parking Rules Violations on Trust Property

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The following Parking Rules Violations Fees (Fines) are strictly enforced and are applicable to all persons controlling or operating vehicles on any TRUST PROPERTY regulated by the Golden Rain Foundation (GRF) of Seal Beach. This refers to the streets, sidewalks, parking areas, clubhouses, grounds, and other amenities overseen by GRF.

Per the Occupancy Agreements for Mutuals 1-12, 14-16 and Mutual 17 CCRs: Shareholder/Members are solely responsible for the actions of their guests and employees; therefore, they are solely responsible for the fines and penalties incurred by their guests and employees.

GRF vehicles are exempted from these policies when appropriate, such as maintenance vehicles, security vehicles assisting first responders or providing emergency services to a Shareholder/member unit or GRF TRUST PROPERTY.

1. FINES FOR PARKING VIOLATIONS

Fee explanations for Fine table below:

1.1 Any animal or child left unattended in a vehicle will be reported immediately to Animal Control or Seal Beach Police.

1.2 First Offense

The first offense may result in either a Fix-It citation, a Warning, a Fine or the vehicle being towed. See table below.

A Fix-It citation allows 30 days for resolving the problem. The fine may be waived by the PRV Panel.

1.3 Additional citations may be issued after each 24-hour period.

1.4 After the fourth RV or VUFR violation all RV or VUFR parking privileges are suspended for twelve (12) months beginning with the date of the fourth infraction.

(Jun 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

Fees for Parking Rules Violations on Trust Property

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Violation	1st	2nd and Subsequent
1. Assigned Parking Space or restricted parking Space.	25.00	25.00
2. Blocking Crosswalk	25.00	25.00
3. Expired or Invalid State Vehicle Registration*	50.00	50.00
4. Flat Tires	Fix-It	25.00
5. "For Sale" sign on Vehicle	20.00	20.00
6. Handicap Parking without Placard or Handicap ID Displayed	100.00*	200.00
7. Hazardous Materials Leaking	50.00	50.00
8. Limited Time Parking	20.00	20.00
9. Maintenance or Repair	25.00	25.00
10. No Valid GRF Vehicle Decal or Parking Permit Displayed	20.00	20.00
11. Parked on Sidewalk or Grass	25.00	25.00
12. RED ZONE	100.00	200.00
13. RV or VUFR - Generator Running 8pm – 8am	50.00	50.00
14. RV or VUFR - Jack Support: None or Inadequate	50.00	50.00
15. RV or VUFR Parked Over 72 (Seventy-Two) Hours on TRUST STREET	40.00	40.00
16. Washing any vehicle on Trust Property (except Car Wash areas)	20.00	20.00
17. Washing a Non-resident Vehicle at Car Wash	20.00	20.00

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* Fine will be waived on first offense if placard and/or paperwork that was current at time Citation is presented. The Security Services Director has the right to waive the first offense fine if needed paperwork is presented to them.

EFFECTIVE DATE: January 1, 2017

Document History

Adopted: 27 Dec 16 Amended: 25 Jul 17 Amended: 23 Jan 18
Amended: 23 Jul 19

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Keywords: Parking Violations Fines Security

(Jun 19)

GOLDEN RAIN FOUNDATION Seal Beach, California

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BOARD ACTION REQUEST

TO: GRF BOARD OF DIRECTORS
FROM: SECURITY, BUS & TRAFFIC COMMITTEE
SUBJECT: **TENTATIVE VOTE** - AMEND POLICY 80-1927.02-3, PARKING RULES FOR TRUST PROPERTY
DATE: NOVEMBER 15, 2021
CC: FILE

At the November 10, 2021 meeting of the Security, Bus & Traffic Committee, the Committee moved to recommend the GRF Board of Directors rescind policy 80-1927.02-3, parking rules for trust property.

I move to amend 80-1927.02-3, parking rules for trust property, as presented. Pending a 30-day notification to the members, and a final decision by the GRF Board of Directors on or before January 25, 2022.

Parking Rules for Trust Property



The Panel will be created in July of each year by the SB & T Committee with the newly elected Golden Rain Foundation (GRF) Board of Directors (BOD) President's and Vice President's Mutual removed from the rotation.

The GRF Vice-President's Mutual is removed from this schedule because the Vice-President is the facilitator of the PRV panel.

The GRF President's Mutual is removed from this schedule, since the President will only serve on ALTERNATIVE DISPUTE RESOLUTION (ADR) panel.

Panel will meet on the fourth Monday of each month at 9:00 a.m. in the Administration Conference Room.

A second meeting will be scheduled if the volume of hearing requests is too large; it will meet on the fourth Wednesday at 1:00 p.m. in Conference Room B.

Document History

Adopted:	27 Dec 16	Amended:	23 May 17	Amended:	23 Jul
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Keywords:	Parking	Violation	Panel	Security
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(Jun 19)

GOLDEN RAIN FOUNDATION Seal Beach, California