City of Fontana
Fontana, California

(909) 350-6717

Agreement For Removal Of Model Homes

THIS AGREEMENT WITNESSETH:

THAT WHEREAS, the undersigned has applied for a permit from the City of Fontana to locate _______ home(s) in said City in the particulars and upon the real property more particularly described in said application; and

WHEREAS, no permit therefore may be issued unless said applicant agrees to remove in the manner required by law and by said permit, within a time limit specified therefore, said model home(s) and to furnish to said City a cash or surety bond to secure such removal,

NOW, THEREFORE, in consideration of the premises and the issuance of said permit by said City, the undersigned agrees:

1. To remove, within two years after said home(s) is (are) so located, in compliance with the Fontana Municipal Code, and all other laws pertaining thereto, said model home(s) and all of the installation work described in said application that is commenced by the undersigned pursuant to the authority of said permit, including all work appurtenant thereto that is required to obtain a certificate of occupancy of such model home(s) after its (their) installation.

2. That said City may, but shall not be required, to remove said home(s) or to complete, or cause to be completed, any of said removal work if not removed or completed within said time, or any extension thereof granted by the City Council of City, time being hereby agreed to be of the essence this Agreement.

3. To pay to said City upon demand, and notice of its election to remove said home(s) or to complete any such removal work not completed within said time, such reasonable sum as the City may estimate to be the cost to remove said model home(s), including all payments to, and for the benefit of, any of its employees in connection with such completion, plus ten percent of all of such costs for its overhead expenses therefore, and that if the amount so paid by the undersigned is insufficient to pay for all of said costs and expenses, the undersigned will upon demand therefore, pay any such deficiency to said City, and that any such payment made upon the basis of any such estimate shall be paid upon the condition that any amount thereof in excess of the said costs and expenses of such removal, shall be returned by said City to the undersigned upon the completion of said removal.

4. That no modification of, or waiver of, any rights under this Agreement shall be effective unless authorized by the City Council of the City.
5. The undersigned agrees to pay to said City, upon demand, such sum as the Court may adjudge to be the reasonable value of all legal services rendered to said City in any action upon this Agreement and said Bond, or either of them, in which a judgement is ordered in favor of said City and that said sum may be added to said judgement in said action.

Executed at Fontana, California this ________________ day of ________, 20____.

______________________________
An Individual, Corporation, a General Partnership,
A Fictitious Firm Name

By _____________________________
(President, Partner, Proprietor)

And _____________________________
(Secretary)

Note: A certified copy of the Resolution of the Board of Directors showing authority to execute for Corporations must be attached.)
SURETY BOND

Surety Bond given by ____________________________, as principal, and ____________________________
______________________________, as Surety, to City of Fontana, as obligee.

SUM OF BOND

The principal and surety are bond unto the obligee in the sum of $______________, for the
payment of which principal and surety hereby jointly and severely bind themselves, their
respective successors and assigns, and their legal representatives.

OBLIGATION

Whereas, the principal has applied for and received the right to construct residential units on the
premises known as ________________, as more fully described in conditions set forth by the
Planning Commission and Design Review. That certain residential units do not meet the
conditions because of their use as model homes.

NOW, THEREFORE, if the said principal shall well and truly do and perform all the covenants
and obligations of conversion of said model homes to permanent dwelling units, on his part to be
done and performed, at the times and in manner specified therein, then this obligation shall be
null and void, otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of
______________________________, 20______.

PRINCIPAL

______________________________ (Seal)

SURETY

______________________________ (Seal)

Note: Signatures of those executing the surety must be properly acknowledged.
GENERAL INFORMATION (Print or Type)

Name of Proposed Project:  

Project Location:  

Assessor's Parcel No.(s):  

Applicant’s Name:  

Address:  

Legal Property Owner’s Name (if different from above):  

Address:  

TYPE OF REVIEW REQUESTED (Please Check All Applicable Boxes)

Agreements  
Annexations  
Adult Oriented Business  
Appeal  
Administrative Site Plan  
Building Relocation  
City Council Interpretation  
Conditional Use Permit  
Density Bonus  
Director’s Determination  
Design Review Project  
Design Review Sign  
General Plan Amendment  
Home Occupation Permit  
Lot Line Adjustment  
Municipal Code Amendment  
Minor Use Permit  
Pre-Application Meeting Request  
Planning Commission Interpretation  
Specific Plan  
Tentative Parcel Map  
Tentative Tract Map  
Temporary Use Permit  
Variance  
Zone Change  
Zoning/Re-Build Letter  
Subtype:_____________________________  
Other:_______________________________

PROJECT DESCRIPTION

Detailed Description of Proposed Project (Attach Additional Sheets if Necessary):

OWNER CERTIFICATION

I certify that I am presently the legal owner of the above-described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. (If the undersigned is different from the legal property owner, a notarized letter of authorization signed by the legal property owner must accompany this form.)

Signature:  

Date:  

Print Name and Title:

Date/Time Received  
Received By  
Receipt No.
# Uniform Application Part 2

The following information must be completed and submitted with new applications:

(Print or Type)

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<th><strong>Contact Person</strong> <em>(Please specify Name, Company, Title):</em></th>
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