

6. Representations of Newport Pacific.

(a) The Parties acknowledge and agree that the services to be performed by Newport Pacific shall be performed in a timely regular manner, with the understanding that time is of the essence in the performance of the obligations of Newport Pacific under this Agreement.

(b) As the material inducement to the Owner entering into this Agreement, Newport Pacific hereby represents and warrants that it has the experience necessary to undertake the services to be provided pursuant to the terms of this Agreement.

(c) All services to be provided to Newport Pacific, pursuant to the terms of this Agreement, shall be provided in accordance with all applicable laws, ordinances, resolutions, statutes, rules and regulations of the Owner and any Federal, State or local governmental agency having jurisdiction over the Property, at the time such services are provided; including, but not limited to, the California Mobilehome Parks Act (California Health Safety Code Section 18200, et seq.) and the California Mobilehome Residency Law (California Civil Code Section 798 et seq.).

(d) Newport Pacific agrees to provide a drug free workplace.

(e) Newport Pacific agrees to comply with the Americans With Disabilities Act, by adhering to the following:

(i) Title I – Employment Mandates. *"No contractor may discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, disciplines, layoffs and terminations of employment."*

(ii) Title II – State and Local Government. *"No qualified individual with a disability may be excluded from participation in or be denied benefits of services, programs or activities by contractors or subcontractors providing services to Owner."*

(iii) Title III – Post of Statement. Newport Pacific shall post a statement addressing requirements of the ADA in a prominent place at the work site.

(f) Newport Pacific shall not discriminate on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income or disability, in the carrying out of the scope of services pursuant to this Agreement, including, but not limited to, the solicitation and selection, hiring or treatment of subcontractors, vendors or suppliers. Newport Pacific understands and agrees that the violation of this clause shall be considered a material breach of this Agreement and may result in the termination of this Agreement or other sanctions. Express provisions of non-discrimination shall be included in any and all contracts or agreements which Newport Pacific proposes to enter into with respect to the Property consistent with California Health & Safety Code Section 33436.