

LEASE AGREEMENT

This Lease Agreement is made and entered into this 4 day of December, 1996, (the "Effective Date") by and between Boys and Girls Club of Redlands (hereinafter "Lessee"), and the City of Redlands (hereinafter "Lessor").

Section 1. Premises. Lessor, for and in consideration of the rent to be paid by Lessee, hereby leases to Lessee, and Lessee agrees to lease from Lessor one (1) parking space in Lessor's Joslyn Senior Center parking lot as shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises").

Section 2. Term. This Lease shall be for a three (3) month period from June 1, 1997 through August 31, 1997. Notwithstanding the foregoing, Lessor shall have the right to terminate this Lease, without cause, upon thirty (30) days prior written notice to Lessee. In the event of such termination, Lessor shall reimburse Lessee on a pro-rated basis rent for any unexpired portion of the term of this Lease

Section 3. Rent. Lessee shall pay Lessor rent the sum of One Dollar (\$1) for use of the Premises. The rent shall be payable concurrent with Lessee's execution of this Lease at the office of Lessor at 35 Cajon Street, Suite 200, Redlands, CA 92373.

Section 4. Use of Premises. During the term of this Lease, the Premises shall be used by Lessee for the exclusive purpose of parking.

Section 5. Alterations and Repairs. Lessee accepts the Premises, as well as all improvements located on the Premises, "as is" and in their present condition and stipulates with Lessor that the Premises and improvements are in good, clean, safe, and leasable condition as of the Effective Date of this Lease.

Section 6. Surrender of Premises. On the expiration of, or earlier termination of this Lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the Effective Date of this Lease, excluding reasonable wear and tear.

Section 7. Indemnity. Lessee shall defend, indemnify and hold Lessor, its elected officials, officers, employees and agents harmless from and against any and all causes of action, claims, damages, losses and liability to persons or property resulting in any way from acts or omissions of Lessee or its agents, employees and invitees during its occupation and use of the Premises.

Section 8. Public Liability and Property Damage Insurance. Lessee shall, at its own cost and expense, procure and maintain during the entire term of this Lease public liability insurance and property damage insurance issued by an insurance company acceptable to Lessor and insuring Lessee against loss or liability caused by or connected with Lessee's occupation and use of the Premises under this Lease. The insurance required under this section shall be issued by a

responsible insurance company or companies authorized to do business in California and shall be in a form reasonably satisfactory to Lessor. Lessor shall be named as an additional insured under such insurance coverage and such coverage shall be primary with respect to Lessor and noncontributing to any insurance or self-insurance maintain by Lessor. Concurrent with Lessee's execution of this Lease, Lessee shall provide Lessor with a certificate of insurance demonstrating that the coverage required by this section is in full force and effect. Each of the insurance policies shall require that before changing or canceling any policy, the issuing insurance company shall give Lessor at least 30 days prior written notice.

Section 9. Possessory Interest. In accordance with California Revenue and Taxation Code Section 107.6, Lessee is hereby notifying Lessor that the leasehold interest created by this Lease may be subject to property taxation and, Lessee, may be subject to the payment of property taxes levied on such interest. Lessee shall be solely responsible for the payment of such taxes and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for such taxes.

Section 10. Attorneys' Fees. If the event any action is commenced to enforce or interpret the terms or conditions of this Lease the prevailing party shall, in addition to any costs or other relief, be entitled to the recovery its reasonable attorneys' fees.

Section 11. Successors and Assigns. This Lease shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

Section 12. Notice. All notices or other communications which are required or permitted to be given to the parties shall be in writing and shall be given either by personal service or by mailing the same by certified or registered mail, postage prepaid, return receipt requested, or overnight mail delivery service, addressed as follows:

City of Redlands
Marjie Pettus
35 Cajon Street, Suite 200
P. O. Box 3005
Redlands, CA 92373

Boys and Girls Club of Redlands
Monica Hernandez
111 W. Lugonia Avenue
Redlands, CA 92374

If any such notice or other communication is given by personal delivery, then it will be deemed given as of the date of delivery. If any such notice or other communication is given by mail, then it will be deemed given as of the date of receipt, rejection or return undelivered. Addresses to which notices or other communications may be delivered, may be changed from time to time by a notice which is given as provided in this section.

Section 13. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee respecting the leasing of the Premises to Lessee. Any agreements or representations respecting the Premises or their leasing by Lessor or Lessee not expressly set forth herein are null, void and of no force or effect.

Executed on December 3, 1996, at Redlands, California.

LESSEE

By: Monica Hernandez

CITY OF REDLANDS (Lessor)

Sven Larson
Sven Larson, Mayor

ATTEST:

Lorrie Poyzer
Lorrie Poyzer, City Clerk

EXHIBIT A

Joslyn Senior Center

Redlands Bowl
Smiley Park

Eureka Street

