

PARKING LOT AREA USAGE AGREEMENT

LESSOR: Redlands Community Hospital
350 Terracina Boulevard
Redlands, CA 92373

LESSEE: Alameda Holdings, Inc.,
dba "Morey Mansion"
190 Terracina Boulevard
Redlands, CA 92373

ADDT'L
PARTY: City of Redlands
P.O. Box 3005
Redlands, CA 92373

PREMISES: Parking Lot of the Redlands Community Hospital, described as area A in attached Exhibit "A" on the Southwest side of Terracina Boulevard and Fern Avenue, in the vicinity of Laurel Avenue

TERM: Month-to-month, commencing March 1, 1995

1. RENT

For good and valuable consideration of \$100.00 per month, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases the Premises to Lessee for purposes of parking vehicles for customers and visitors to the Morey Mansion.

2. USE

The parking lot is limited to parking passenger vehicles only during the hours and days specified below.

3. ENTRY

Point of entry will be the driveway off of Terracina Boulevard as indicated on Exhibit "A" by the arrow. Parking is not permitted in any other area besides area A during the hours and days specified.

4. HOURS

Lessee's use under this agreement is limited to the evening hours during weekdays, specifically 6:00 p.m. to 1:00 a.m., and daytime and evening use without restriction of hours

on Saturdays, Sundays and Holidays.

5. TERM

This agreement is a month-to-month agreement, and may be cancelled by either party upon thirty (30) days written notice delivered to addresses noted above.

6. NOTICE OF TERMINATION

Lessor and Lessee agree that no termination of this agreement shall be effective without thirty (30) days prior written notice of the same being delivered to the City of Redlands. Lessor and Lessee further agree that such advance notice is required to ensure that Lessee and the City of Redlands have adequate time to make alternative parking arrangements for the Morey Mansion activities without adversely affecting Lessee's operations. Both Lessee and the City of Redlands agree that thirty (30) days prior notice is sufficient for this purpose, and Lessee's right to use the parking lot will terminate at the end of the thirty (30) day period without regard as to whether Lessee has located alternative parking.

7. INDEMNIFICATION

Lessee shall indemnify, protect and hold Lessor and the City of Redlands harmless from and against any and all damages and liabilities, and shall keep in force during the term of this agreement a commercial general liability policy of insurance in an amount not less than \$1,000,000.00 per occurrence naming the City of Redlands and Lessor as additional insureds against any claims for bodily injury or property damage based upon, involving, or arising out of the Lessee's use of the parking lot as set forth herein. A certificate of insurance shall be placed on file with the Lessor and the City of Redlands and failure to maintain insurance will entitle Lessor to cancel the parking agreement immediately without regard to the thirty (30) days prior written notice requirement.

8. LIABILITY WITH RESPECT TO EXPENSES

Lessor alone is responsible for any costs or expenses in connection with the parking lot including, but not limited to property taxes, utilities, repairs or maintenance.

9. ADDITIONAL PARTY TO AGREEMENT

Lessor and Lessee acknowledge that the City of Redlands is specifically made a party to this agreement for purposes of paragraphs 6 and 7 hereof.

10. NON-ASSIGNABILITY

The rights granted under this agreement to Lessee are personal as to Lessee and are not assignable, either voluntarily or by operation of law, without Lessor's prior written consent.

IN WITNESS WHEREOF, the parties have executed this agreement and agree to the terms hereof, as of the commencement date set forth above.

Parking Lot Agreement: Morey Mansion/Redlands Community Hospital

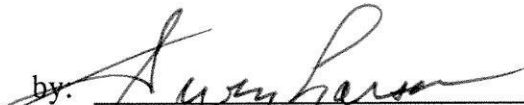
MOREY MANSION

by: 



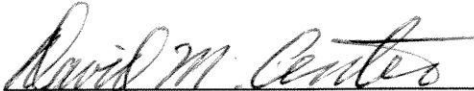
Print Name and Title

CITY OF REDLANDS

by: 

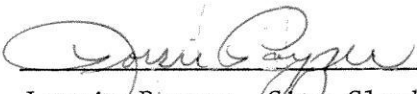
Swen Larson, Mayor
Print Name and Title

REDLANDS COMMUNITY HOSPITAL

by: 

David M. Center, Dir. of Facilities
Print Name and Title

ATTEST:



Lorrie Poyzer, City Clerk

GENERAL STORES
PURCHASING

AREA "A"

129 SPACES

