

PARKING SPACE RENTAL AGREEMENT
BETWEEN
THE CITY OF REDLANDS
AND
THE OASIS CHRISTIAN FELLOWSHIP

This parking space rental agreement ("Agreement") is made this 1st day of December, 2009 ("Effective Date") by and between the City of Redlands, a municipal corporation ("City"), and the Oasis Christian Fellowship (the "Church"), a non-profit corporation. City and the Church are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, City owns certain real property located between 7th and 9th streets, identified as "Railroad Avenue," which is improved with a fifty-five (55) space parking area (the "Premises"); and

WHEREAS, the Church owns certain real property, located at 304 North 7th Street, which is adjacent to the Premises; and

WHEREAS, the Church desires to rent fifty-five (55) parking spaces located on the Premises from City for use as parking for patrons, customers and invitees of the Church, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and the Church agree as follows:

AGREEMENT

Section 1. Rental of Parking Spaces. For and in consideration of the rent to be paid by the Church, City hereby rents to the Church the fifty-five (55) parking spaces located on the Premises as shown on Exhibit "A," which is attached hereto and incorporated herein by this reference.

Section 2. Rent. The Church shall pay City rent in the amount of Five Hundred Fifty Dollars (\$550) per month (55 spaces @\$10.00 per space) ("Rent") for the use of the parking spaces located on the Premises. City may, on the anniversary date of the Effective Date of this Agreement, increase the Rent each year during the term of this Agreement by the percentage change for such year in the California Construction Price Index (published by the California Department of Transportation) from the preceding year. City may further impose a ten percent (10%) late charge if the Rent is not received

by City within thirty (30) days from the date of City's invoice for the same, and a ten percent (10%) charge if a check for payment by the Church is refused by City's bank for any reason. The Rent shall be paid to City at the address set forth for notices in Section 12 of this Agreement, or such other address as City may notify the Church of, in writing.

Section 3. Term. The term of this Agreement shall be for thirty (30) years from and after the Effective Date of this Agreement, subject to earlier termination as provided for herein.

Section 4. Use. The parking spaces and the Premises shall be used by the Church only for the parking of passenger vehicles by officers and employees of the Church, and the Church's patrons, guests and invites ("Permitted Users"), subject to the following conditions:

- A. The Permitted Users shall have exclusive use of the parking spaces each weekday between the hours of 5:00 p.m. through 6:00 a.m. and all hours on Sundays (the "Exclusion Use Period");
- B. At times other than during the Exclusive Use Period, the Permitted Users may, on a non-exclusive basis, use the parking spaces on the Premises to park passenger vehicles on a "first come, first served basis;"
- C. The Church shall not impose or collect any fee or charge for use of parking spaces on the Premises; and
- D. Any signs proposed for the Premises to alert the public to the Church's Exclusive Use Period shall be subject to approval of City prior to placement.

The Church shall make no other use of the parking spaces on the Premises, except as otherwise agreed to, in writing, by City.

Section 5. City Access. City, and its authorized representatives, shall have the right to enter upon and use the Premises at any time for any purpose, provided such use does not substantially interfere with the right of the Church to use the parking spaces as described herein.

Section 6. Condition of Premises. The Church accepts the Premises, as well as all improvements located on the Premises, "as is" and in their present condition, and the Church acknowledges that the Premises and improvements are in good, clean and safe condition as of the Effective Date of this Agreement.

Section 7. Surrender of Premises. Upon termination of this Agreement, the Church shall promptly surrender and deliver the Premises to City in as good condition as they exist on the Effective Date of this Agreement, excluding reasonable wear and tear.

Section 8. Termination. This Agreement may be terminated as follows:

- A. Upon the mutual written consent of the Parties;
- B. By City, upon any revocation by City of Conditional Use Permit No. 548 or the abandonment of, or any change in use of, the property located at 304 North 7th Street as a church.
- C. By written notice from City to the Church of any breach by the Church of the terms or conditions of this Agreement, and upon the Church's failure to cure such breach within thirty (30) days of the date of such written notice.

Section 9. Indemnity And Hold Harmless. The Church shall defend, indemnify and hold harmless City, its elected officials, officers, employees and agents from and against any and all causes of action, claims, damages, losses and liability whatsoever of persons or property resulting in any way from acts or omission of the Church, or its patrons, employees and invitees, arising from or resulting in connection with use of the Premises.

Section 10. Public Liability and Property Damage Insurance. The Church shall, at its own cost and expense, procure and maintain during the term of this Agreement public liability insurance and property damage insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, issued by an insurance company acceptable to City and insuring the Church against loss or liability cause by or connected with the Church's use of the Premises. The insurance required by this section shall be issued by responsible insurance company or companies authorized to do business in California and shall be in a form reasonably satisfactory to City. City shall be named as an additional insured under such insurance coverage and such coverage shall be primary with respect to City and noncontributing to any insurance or self-insurance maintain by City. Concurrent with the Church's execution of this Agreement, the Church shall provide City with a certificate of insurance and appropriate endorsements demonstrating that the coverage required by this section is in full force and effect. Each of the insurance policies shall require that before any modification of coverage limits or cancellation of any policy, the issuing insurance company shall give City at least thirty (30) days prior written notice.

Section 11. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 12. Notice. All notices or other communications which are required or permitted to be given by the Parties shall be in writing and shall be given either by

personal service or by mailing the same certified or registered mail, postage prepaid, return receipt requested, or overnight mail delivery service, addressed as follows:

City:

City of Redlands
Quality of Life
Department
P.O. Box 3005

Church:

Oasis Christian Fellowship
304 North 7th Street
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 delivered. 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. City Rights. City's rights with respect to the Premises include, but are not limited to:

- A. Establishing and enforcing reasonable rules and regulations applicable to all users of the parking spaces on the Premises;
- B. Temporarily closing all or a portion of the parking spaces for the purpose of regular maintenance and repair, upon seven (7) days prior notice to the Church;
- C. Making alterations to the Premises including, without limitation, changes in the location of driveways, entrances, exits, vehicular parking areas, or the direction of the flow of traffic; provided, however, such alterations shall not result in reducing the number of the fifty-five (55) parking spaces available on the Premises; and
- D. Utilizing the Premises, at its sole discretion, for infrastructure improvements.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement between City and the Church respecting the Premises (excepting the provisions and conditions of Conditional Use Permit No. 548, as such permit may be amended from time to time). Any prior verbal or written agreements or representations respecting the Premises between City or the Church not expressly set forth herein are null, void and of no force or effect.

Section 15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 16. Amendment. This Agreement may be amended only by written instrument, signed by the Parties.

Section 17. Assignment. This Agreement may be assigned by the Church to any person or entity owning or operating a church use on the property located at 304 North 7th Street, substantially in compliance with Conditional Use Permit No. 548. Any other attempted assignment of this Agreement without the prior written consent of City shall be null, void and of no force or effect, and may result in the immediate termination of this Agreement in the sole discretion of City.

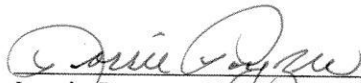
CITY OF REDLANDS:



Mayor

Date December 1, 2009

ATTEST:



Lorrie Poyzer, City Clerk

OASIS CHRISTIAN FELLOWSHIP



Steve Mason, Senior Pastor

This map was produced by the City of Redlands Geographic Information System. The City of Redlands assumes no warranty or legal responsibility for the information contained on this map. The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.



City of
Redland
Information Technology Services Department
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Redland, California 92354

December 1, 2009

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