

LEASE

Preamble

This lease is made and entered into on this 5th day of September, 1995 by and between the City of Redlands, a municipal corporation, ("Landlord"), and the Boys and Girls Club of Redlands ("Tenant").

Landlord, for an in consideration of the rent to be paid by Tenant and of the covenants and provisions to be kept and performed by Tenant under this lease, hereby leases to Tenant, and Tenant agrees to lease from Landlord, the following: the Community Room room located at 111 West Lugonia Avenue, Redlands, California, and described on Exhibit "A" attached hereto ("the Premises").

ARTICLE 1. TERM OF LEASE

Original Term

Section 1.01. This lease shall be for a term of one (1) year, commencing at 12:01 a.m. on September 5, 1995 ("Commencement Date"), ending at 12:01 a.m. on July 31, 1996 ("Original Term"), and shall be automatically renewed for successive one (1) year terms, for a period of five (5) years, unless terminated earlier pursuant to the provisions of this lease, or cancelled by either Landlord or Tenant by providing written notice of such cancellation to the other forty-five (45) days prior to the date of termination.

ARTICLE 2. RENT

Minimum Rent

Section 2.01. Tenant agrees to pay to Landlord, a fixed minimum rental for the use and occupancy of the Premises (the "Minimum Rent"). The amount of Minimum Rent payable for each month during the Original Term shall be \$150. The Minimum Rent shall be payable on the first day of each and every month commencing September 5, 1995 (the "Rent Commencement Date"), at the office of Landlord at 111 W. Lugonia Avenue, Redlands, California, or at any other place or places as Landlord from time to time designate by written notice delivered to Tenant.

Minimum Rent for partial calendar months occurring at the commencement and termination of the term of this lease shall be prorated accordingly.

ARTICLE 3. USE OF PREMISES

Permitted Use

Section 3.01. During the term of this agreement the Tenant's use of the Premises shall be used for the exclusive purpose of operating and conducting Boys and Girls Club of Redlands programs, for uses normally incident to that purpose, and for no other purpose. Tenant shall not use or permit the Premises to be used for any other purpose, without the prior written consent of the Landlord.

Operation of Business

Section 3.02 During the term of this Lease, Tenant shall, unless prevented by conditions beyond Tenant's control, conduct business of the type and nature specified in Section 3.01 of this lease on the Premises in a diligent and business-like manner. The Premises shall be used Monday through Saturday, from 8:00 a.m. to 10:00 p.m.

Insurance Hazards

Section 3.03. Tenant shall not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. Tenant shall, at its own cost and expense, comply with any and all requirements of Landlord's insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises and the improvements on the Premises.

Waste or Nuisance

Section 3.04. Tenant shall not commit or permit the commission by others of any waste on the Premises. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises as defined in Civil Code Section 3479, and Tenant shall not use or permit the use of the Premises for any unlawful purpose.

Compliance with Laws

Section 3.05. Tenant shall, at Tenant's own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, (including those requiring capital improvements to the Premises,) relating to Tenant's use and occupancy of the Premises whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The judgement of any court of competent jurisdiction, or the admission by Tenant in a proceeding brought against Tenant by any government entity, that Tenant has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Landlord and Tenant and shall constitute grounds for termination of this lease by Landlord.

ARTICLE 4. TAXES AND UTILITIES

Utilities

Section 4.01. Landlord shall pay, and hold Tenant free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, disposal and janitorial services to the Premises during the term of this lease. Telephone charges shall be paid by Tenant directly to the provider of the service and shall be paid as they become due and payable but in any event before delinquency.

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01. Tenant agrees to defend, indemnify, and save Landlord harmless from and against any all liability to third parties resulting from Tenant's occupation and use of the Premises, specifically including without limitation, any claim, liability, loss, or damage arising by reason of:

(a) The death or injury of any person or persons, including Tenant or any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, an caused or allegedly caused by either the condition of the Premises, or some act or omission of Tenant or of some agent, contractor, employee, servant, subtenant, or concessionaire of Tenant on the Premises;

(b) Any work performed on the Premises or materials furnished to the Premises at the insistence or request of Tenant or any agent or employee of Tenant; and

(c) Tenant's failure to perform any provision of this lease or to comply with any requirement of law or any requirement imposed on Landlord or the leased premises by any duly authorized governmental agency or political subdivision.

ARTICLE 6. MISCELLANEOUS

Restriction Against Subletting or Assignment

Section 6.01. Tenant shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises without first obtaining the express written consent of Landlord. Tenant shall not sublet the Premises or any part of the Premises or allow any other person, other than Tenant's agents, servants and employees, to occupy the Premises or any part of the Premises without the prior written consent of Landlord. The consent by Landlord to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting or occupation of the Premises by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Landlord, whether voluntary or involuntary, by operation of law or otherwise, is void and shall be at the option of Landlord, terminate this Agreement. The consent of Landlord to any assignment of Tenant's interest in this lease or the subletting by Tenant of the Premises or parts of the Premises shall not be reasonably withheld.

Attorneys' Fees

Section 6.02. If any litigation is commenced between the parties to this lease concerning the Premises, this lease, or the rights and duties of either in relation to the Premises or to this lease, the party prevailing in that litigation shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that litigation that are determined by the court in that litigation or in a separate action brought for that purpose.

Notices

Section 6.03. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed to Tenant at P.O. Box 8416 Redlands 92375-1616 or to Landlord at 35 Cajon Street, Suite 200, P. O. Box 3005, Redlands, California, 92373. Either party, tenant or Landlord, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

Entire Agreement

Section 6.04. This instrument constitutes the entire agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, or the lease term created under this lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void.

Time of Essence

Section 6.05. Time is expressly declared to be of the essence in this lease.

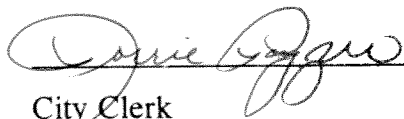
Executed on Sept. 1, 1995, at Redlands, California.

CITY OF REDLANDS (LANDLORD)

ATTEST:



Swen Larson, Mayor


City Clerk

BOYS AND GIRLS CLUB OF REDLANDS

