



LARRY WALKER
Auditor/Controller – Recorder

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1/22/2007
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Recording Requested by
and when Recorded mail to:
City Clerk
City of Redlands
PO Box 3005
Redlands, CA 92373

Doc#: 2007 – 0041302



Titles: 1 Pages: 22

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this 16th day of January, 2007 (the “Effective Date”), by and between the City of Redlands, a municipal corporation (hereinafter “Lessor”) and the Redlands Community Music Association, Inc., a non-profit organization (hereinafter “Lessee”). Lessor and Lessee are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

In consideration of the mutual promises contained herein, and for such other good and valuable consideration the receipt of which is hereby acknowledged, the City of Redlands and the Redlands Community Music Association, Inc. agree as follows:

AGREEMENT

Section 1. Premises. Lessor hereby leases to Lessee that certain real property located at the Redlands Bowl in the City of Redlands consisting of the Prosellis and its associated offices, dressing rooms, storage and equipment rooms, restrooms inside the Prosellis and the courtyard and stage areas (the “Premises”). The Premises are more particularly shown in Exhibit “A,” attached hereto and incorporated herein by this reference.

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His

Section 2. Term. This Lease shall be for a term of twenty (20) years commencing on its Effective Date. Lessee shall have the option to extend the term of this Lease for one successive twenty (20) year term and, thereafter, one successive fifteen (15) year term, on the same terms and conditions as this Lease. Lessee may exercise such option by providing written notice to Lessor within thirty (30) days before the date of expiration of the original term of this Lease, or the then-expiring extension term of this Lease.

Section 3. Rent. Lessee shall pay Lessor rent in the sum of one dollar (\$1) per year for use and occupancy of the Premises. The rent shall be payable on or before January 5th of each year during the term of this Lease at the office of Lessor at 35 Cajon Street, Redlands, California 92373. Lessor shall charge no additional fees to Lessee for Lessee's occupancy and use of the Premises.

Section 4. Use of Premises.

A. During the term of this Lease, and any extension thereof, the Premises shall be used by Lessee for office purposes, performances, rehearsals, receptions, fund raising activities, meetings, the use and storage of musical instruments and equipment, recording, televising and broadcasting performances, and any other use associated with or necessary to accomplish these purposes. No other use of the Premises is permitted without the prior written consent of Lessor. Lessee shall have exclusive use of the Premises during the first two weeks of June (except for graduations booked by Lessor), the last two weeks of June, and the months of July and August. Subject to Lessor's prior approval, Lessee shall have the right to reserve the Premises for Lessee's



use during the time period of September through May, for any of the uses described herein and/or conducting Lessor pre-approved repairs, maintenance and improvements to the Premises and associated facilities. Lessor shall notify Lessee in advance of any third party bookings and other uses of the Premises, as described in 4.B. below, by circulating the Application/Permit form for use of the Redlands Bowl to the RCMA for acknowledgement.

B. During the term of this Lease, Lessor shall retain the right to use of the Premises for itself, and to accept bookings by third parties for use of the Premises, during the months not reserved for exclusive use by Lessee; provided, however, such use and bookings for third parties shall not include use of the offices, storage rooms or equipment rooms of the Premises (the "Excluded Areas"). The Excluded Areas are more particularly shown in Exhibit "B," attached hereto and incorporated herein by this reference. All fees charged for third party bookings shall be established by Lessor and shall be the property of Lessor.

C. In connection with any third party booking of the Premises, Lessor shall require the third party to secure liability insurance satisfactory to Lessor and Lessee for the use of the Premises and to provide Lessor and Lessee with Certificates of Insurance naming Lessor and Lessee as additional insureds, and to agree to indemnify and hold Lessor and Lessee harmless in connection with any claims, damages, losses, costs and liabilities arising from the third party's use of the Premises.

D. At Lessor's request, Lessee shall issue the appropriate key(s) to third parties who have booked areas of the Premises through Lessor, provided that such third parties have presented Lessee with a copy of Lessor's approved reservation form and satisfied the insurance and indemnification requirements with respect to Lessor and Lessee referenced in paragraph 4.C.

A handwritten signature in dark ink, appearing to be "JMA" followed by a stylized flourish.

above, and have paid to Lessee a deposit against the return of the keys to Lessee. Lessee shall have no obligation to provide any services, staff, musical instruments or sound, lighting or other equipment to any third party. Any arrangement for utilization of Lessee's services, staff, musical instruments, sound, lighting or other equipment shall be made by separate agreement with Lessee on the terms and conditions (including the payment of fees) specified by Lessee. Lessee shall have no obligation to provide access to the Excluded Areas to any third party.

E. During the term of this Lease and any extension thereof, Lessor shall insure access to the Premises for Lessee's use through the roadways, parking lots and alley that currently exist at the time of the Effective Date of this Lease or shall provide an appropriate substitute agreed upon by the Parties. The existing access to the Premises is depicted in Exhibit "C" attached hereto. The two parking lots depicted in Exhibit "C" shall be reserved for Lessee's use after 5:00 p.m. on performance and rehearsal nights during the Summer Music Festival.

F. During the period of exclusive use of the Premises by Lessee as set forth in paragraph 4. A., Lessor shall not accept bookings by third parties or by parties related to Lessor for the seating area or for the lawn surrounding the seating area between Eureka and Grant Streets and between Prosellis and Mission Gables as depicted in Exhibit "D" attached hereto.

G. During the period of exclusive use of the Premises by Lessee as set forth in paragraph 4.A., Lessee shall have the exclusive right to arrange for concession sales associated with uses described in 4.A. by separate agreement between Lessee and the concessionaire on terms and conditions specified by Lessee, including the payment of fees and revenues to Lessee.



Section 5. Utilities. Lessee shall pay all costs associated with the furnishing of electricity (except for general security and safety lighting around the Premises) as such electrical useage is measured through "Meter No. 31" located on the Premises, or any replacement meter for "Meter No. 31," telephone and other communications utilities to the Premises during the term of this Lease, except for the costs of any electrical usage through Meter No. 31 which results from third party events undertaken in connection with the "Shakespeare Festival" or by the Redlands Unified School District. Lessor shall invoice Lessee for such electrical costs on a monthly basis, and Lessee shall pay such invoice within thirty (30) days of the date of invoice. Lessor shall pay all costs associated with the furnishing of water, sewer and solid waste services to the Premises during the term of this Lease.

Section 6. Alterations and Repairs. Lessee accepts the Premises, as well as all improvements located thereon, in their "as-is" condition as of the Effective Date of this Lease.

Section 7. Maintenance of Premises. Lessee shall, at its own cost, maintain the Excluded Areas of the Premises, as defined in Section 4. A., and all improvements in the Excluded Areas, in good order and repair, present condition and reasonable wear and tear excepted, except as provided in Subsection A., below. Lessor shall have the right to enter the Premises, at reasonable times, for inspection and maintenance purposes. Should an inspection disclose the need for maintenance or repairs, Lessor shall provide Lessee with written notice of the items requiring repair or maintenance. If action is not taken on such items by Lessee within sixty (60) days from the provision of such notice, Lessor may enter the Premises and take



whatever action is necessary to perform such maintenance or repairs at Lessee's expense. Lessee shall also be responsible for any costs of any repairs to the structural elements of the Premises caused by Lessee's or its employees', agents' and invitees' actions during the term of this lease.

A. Lessor shall be responsible for maintenance and repair of all of the structural elements, the plumbing, electrical and mechanical systems, the security fencing and gates of the Premises. "Structural Elements" shall include the roof, gutters, downspouts, walls, doors, windows, stairs, structural supports and foundation of the Premises. Lessor shall be responsible for the repair of and maintenance of the Premises and all improvements in good order and repair except for the "Excluded Areas". Lessor shall be responsible for the repair of any damages and wear and tear to the Premises arising from any third party bookings under Section 4. A.

B. On the expiration or earlier termination of this Lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as the Premises are in on the Effective date of this Lease, excluding reasonable wear and tear.

Section 8. Improvements. Lessee shall not make any improvements to the Premises without the prior written consent of Lessor except, that after making reasonable attempts to contact Lessor for its approval, Lessee may undertake minor maintenance and repairs to the Premises which Lessee determines are immediately necessary to protect against injury to persons or property. Within three days of performing any minor maintenance or repairs not verbally approved by Lessor, Lessee shall provide written notification to Lessor of the same. All Lessee proposals for improvements shall be submitted in writing to Lessor for its consideration and prior



approval. Lessor shall approve or disapprove such proposals within twenty (20) days of their submission. With the prior written consent of Lessor, Lessee may enter into contracts and agreements for improvement work to be performed by contractors, pursuant to all applicable laws, including prevailing wage laws; and volunteers in accordance with Labor Code section 1720.4. Lessor shall not assess an administrative fee on such contracts or agreements administered by Lessee. Lessee shall have the right to remove all improvements made by it to the Premises provided such removal results in no damage to the Premises. Improvements not removed by Lessee shall, on expiration or earlier termination of this Lease, remain on the Premises and become the property of Lessor. However, Lessor acknowledges that, notwithstanding any other provision of this Lease, the sound and lighting equipment located on the Premises is the property of Lessee and may be removed from the Premises by the Lessee.

Section 9. Indemnity.

A. Lessee shall defend, indemnify and hold harmless Lessor, its elected officials, officers and employees from and against any and all liability resulting from the Lessee's negligent acts or omissions, and intentional wrongful acts of Lessee, and its agents and employees and Invitees, during Lessee's occupation and use of the Premises during the term of this Lease. Such indemnification shall not exceed the maximum coverage provided by the insurance specified in Section 10 below.

B. Lessor shall defend, indemnify and hold harmless Lessee, its officers, directors and employees from and against any and all liability resulting from the Lessor's negligent acts or

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omissions, and intentional wrongful acts of Lessor, and its agents and employees during Lessee's occupation and use of the Premises during the term of this Lease.

Section 10. Public Liability and Property Damage Insurance. Lessee shall maintain at its own cost for the term of this Lease, public liability 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 Lessor. Lessee shall direct its insurance agent or broker to provide Lessor via INS-CERT.COM with a certificate of insurance verification showing Lessor as an additional insured on the policy prior to Lessee's use and occupancy of the Premises. Such insurance shall be primary with respect to Lessor and non-contributory to any insurance or self-insurance maintained by Lessor. The policy shall require that before amending or canceling the policy, the issuing insurance company shall give Lessor at least thirty (30) days prior written notice.

Section 11. Assignment of Rights. Lessee shall not encumber, assign, sublease or otherwise transfer this Lease, or any right or interest therein, without the prior written consent of Lessor. Any such encumbrance, assignment, sublease or transfer without such prior consent of Lessor shall constitute an immediate breach of this Lease and may, at the sole discretion of Lessor, result in the immediate termination of this Lease.

Section 12. Attorneys' Fees. In 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



and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for in-house counsel of a Party.

Section 13. Property Insurance.

Lessee shall, at its own cost, maintain an insurance policy issued by an insurance company acceptable to Lessor insuring, all fixtures, equipment, furniture and personalty. Lessor assumes no responsibility for the loss, damage or destruction of items belonging to Lessee or others on the Premises.

Section 14. Possessory Interest. In accordance with California Revenue and Tax Code Section 107.6, Lessor is hereby notifying Lessee that the leasehold interest created by this Lease may be subject to property taxation and that 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 payment (or non-payment) of such taxes.

Section 15. Notices. Any and all notices required or permitted by this Lease shall be in writing and shall be deemed served when personally delivered or when deposited in the United States Mail, certified, return receipt requested, first-class postage prepaid to the Parties at their respective addresses unless by such notice a different person or address shall have been designated:

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Lessor:

City Clerk
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Lessee:

President
Redlands Community Music Association
P.O. Box 466
Redlands, CA 92373

Section 16. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee regarding the leasing of the Premises to Lessee. Any prior written or oral agreements or representations respecting the Premises or their leasing by Lessor or Lessee not expressly set forth herein are null and void.

Section 17. Amendments. Any and all amendments to this Lease shall be in writing and executed by the Parties.

Section 18. Breach and Default by Lessee. All covenants and agreements contained in this Lease are declared to be conditions of this Lease, and to the Term for which the Premises are hereby leased to Lessee. Should Lessee fail to perform any covenant, condition or agreement contained in this Lease and the default not be cured within thirty (30) days after written notice of the default is served on Lessee by Lessor, then Lessee shall be in default under this Lease; provided, however, that if the default is one not capable of cure within such thirty (30) days, Lessee shall so notify Lessor in writing, shall commence action to cure within such thirty (30) days and prosecute such cure diligently until completion within a reasonable time. Lessee's failure to complete such cure within a reasonable time shall also constitute a default by Lessee.

JMK
MS

Section 19. Termination. In the event of any default of this Lease by Lessee, in addition to any other rights or remedies Lessor may have, Lessor shall have the immediate right of reentry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of Lessee. Further, in the event of a default of this Lease by Lessee, Lessor shall have the option of immediately terminating this Lease. All remedies of Lessor under this section shall be cumulative and in addition to any other legal or equitable rights and remedies which Lessor may have. In the event of any termination of this Lease by Lessor, Lessor shall pay to Lessee the then-appraised value of any capital improvements to the Premises made by Lessee during the term of this Lease.

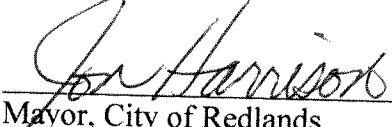
Section 20. Waiver. No waiver by either Party of any provision of this Lease, or, shall be deemed to be a waiver of any other provision of this Lease, or of any subsequent breach by either Party of the same or any other provision of this Lease.

Section 21. Severability. If any particular provision of this Lease is held invalid or unenforceable for any reason, this Lease shall otherwise remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

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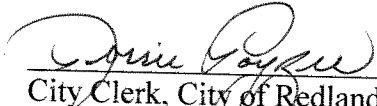
Executed on the 16th day of January, 2007, at Redlands, California

CITY OF REDLANDS (Lessor)



Mayor, City of Redlands

ATTEST:



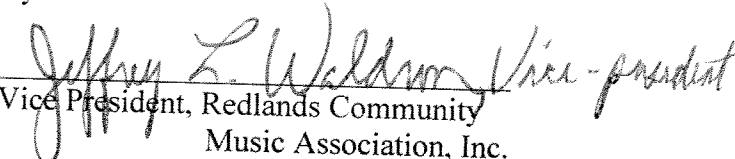
City Clerk, City of Redlands

REDLANDS COMMUNITY MUSIC
ASSOCIATION, INC. (Lessee)

By: 

President, Redlands Community Music
Association, Inc.

and

By: 

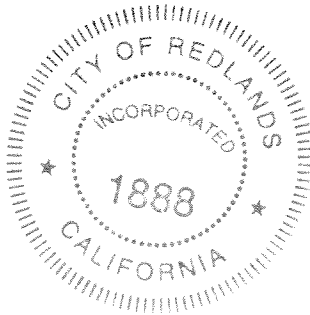
Vice President, Redlands Community
Music Association, Inc.



ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on January 16, 2007, before me, Beatrice Sanchez, Deputy Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Jon Harrison and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: Beatrice Sanchez
Beatrice Sanchez, Deputy Clerk
(909)798-7531

~~~~~  
**CAPACITY CLAIMED BY SIGNER(S)**

{ } **Individual(s) signing for oneself/themselves**

{ } **Corporate Officer(s)**

Title(s) \_\_\_\_\_  
Company \_\_\_\_\_

{ } **Partner(s)**

Partnership \_\_\_\_\_

{ } **Attorney-In-Fact**

Principal(s) \_\_\_\_\_

{ } **Trustee(s)**

Trust \_\_\_\_\_

{ x } **Other**

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, a municipal corporation

~~~~~  
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: **Lease Agreement**

Date of Document: January 16, 2007

Signer(s) Other Than Named Above: Jeffrey Waldron and Janet Weder for Redlands Community Music Association

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

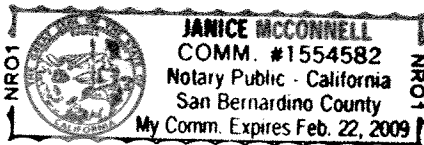
San Bernardino

} ss.

On January 8, 2007 before me, Janice McConnell, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jeffrey Waldron and Janet Weder
Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Janice McConnell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease Agreement

Document Date: Jan. 16, 2007 Number of Pages: 20

Signer(s) Other Than Named Above: City of Redlands Mayor + City Clerk

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

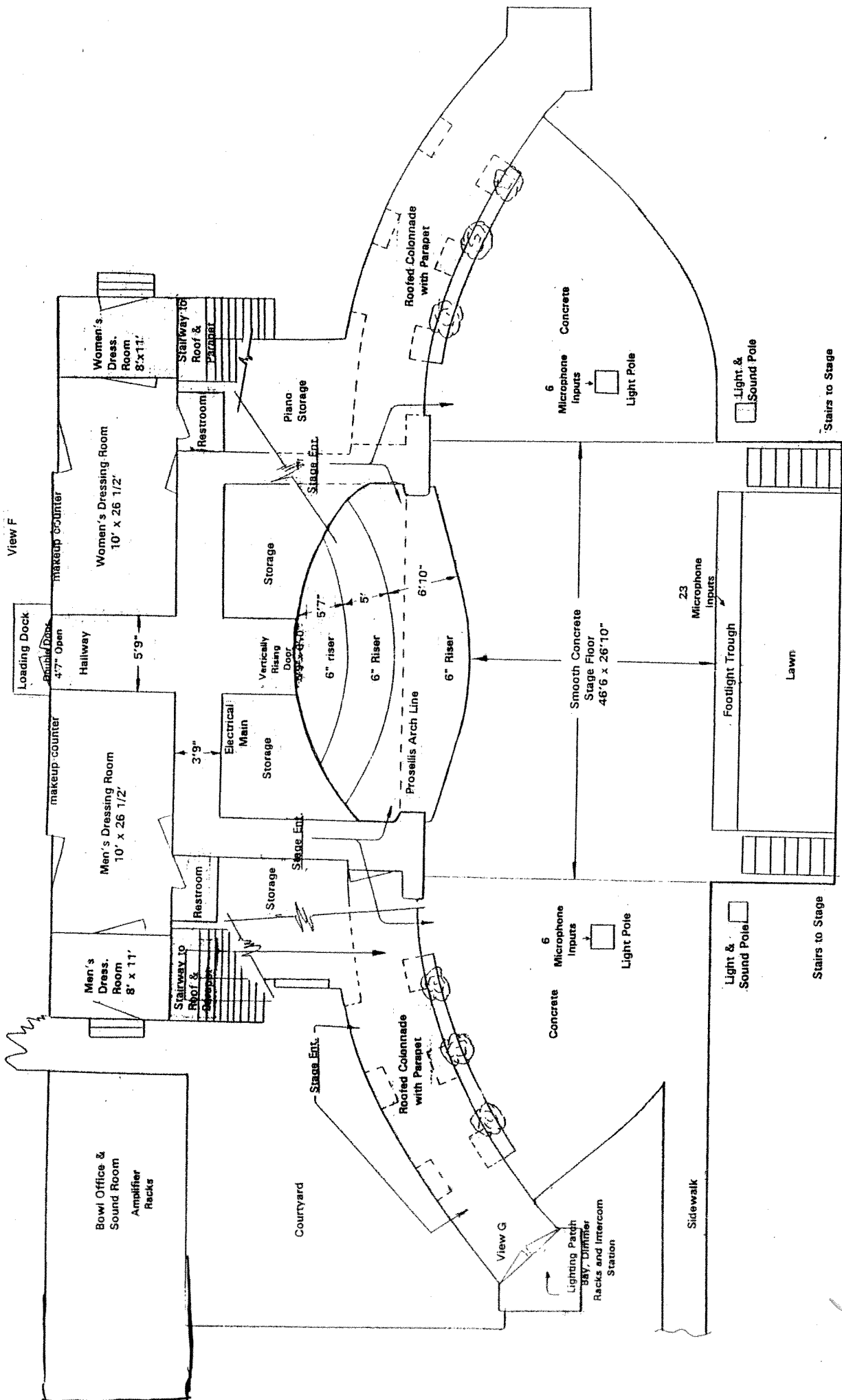
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EXHIBIT A

Uncle
Jim

Exhibit A

REDLANDS BOWL PROSELLIS AREA

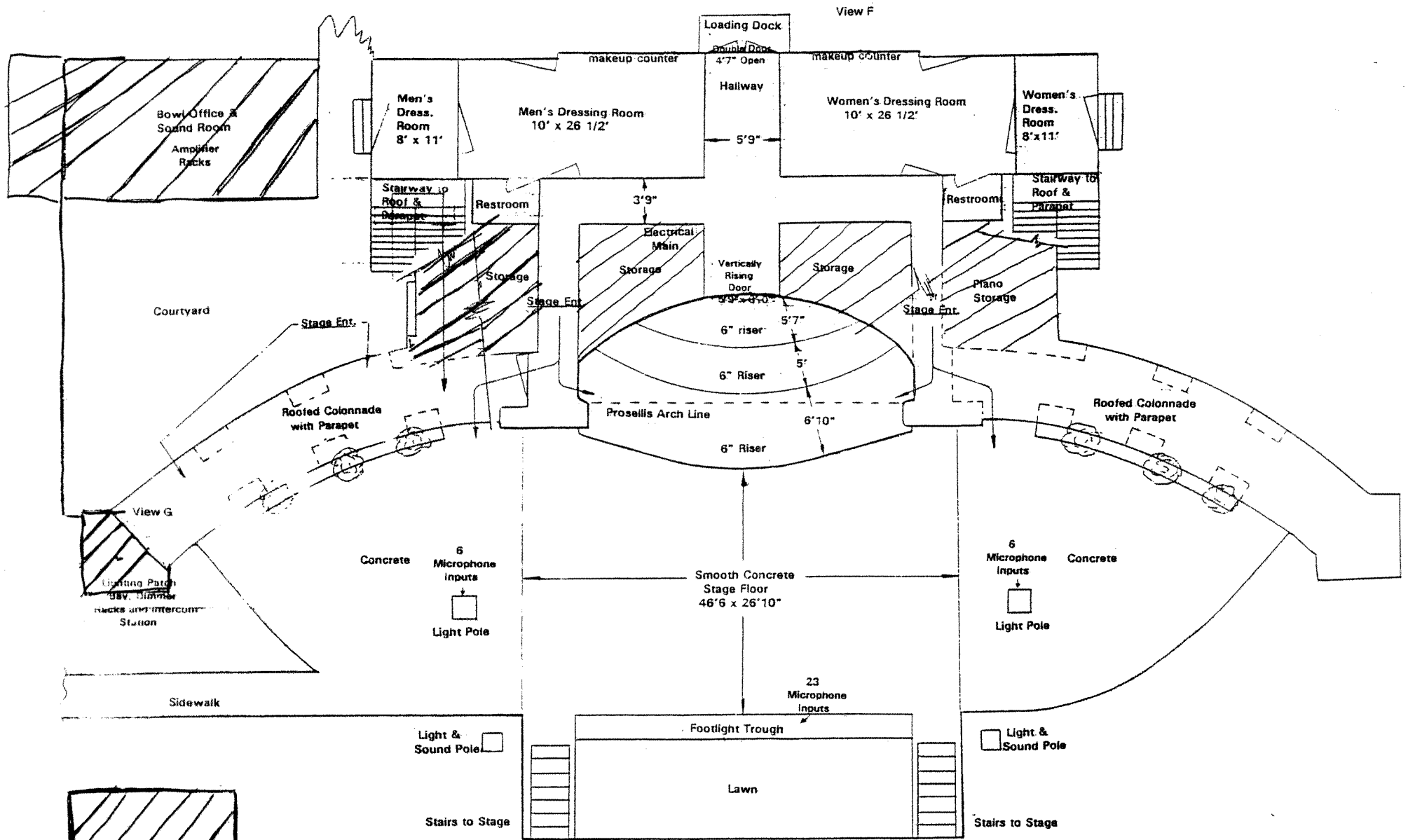


Handwritten signature

EXHIBIT B

Vince
Hill

REDLANDS BOWL PROSELLIS AREA



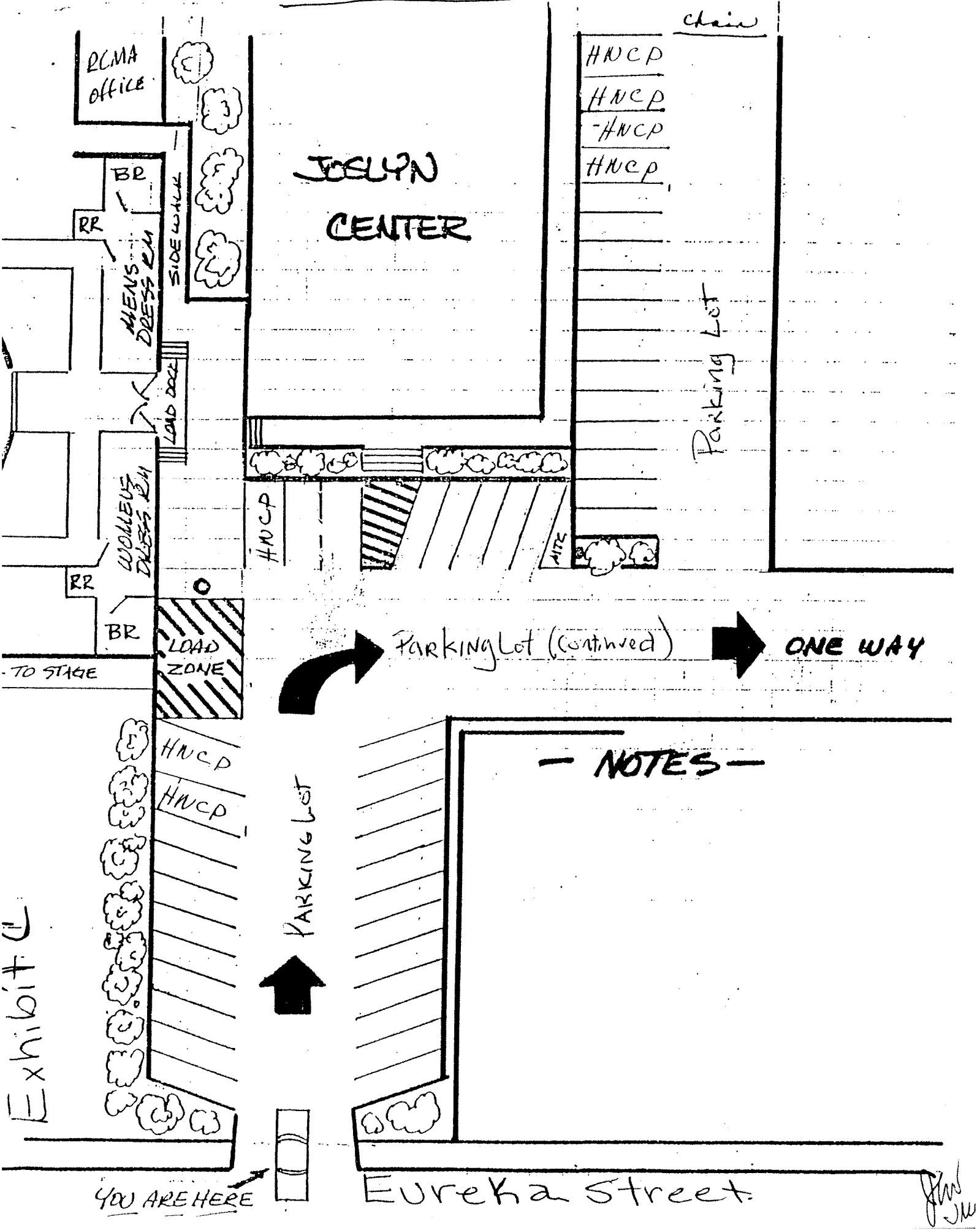
Excluded areas

EXHIBIT C

Wm
Jr

Exhibit 1

Grant Street



NOTES

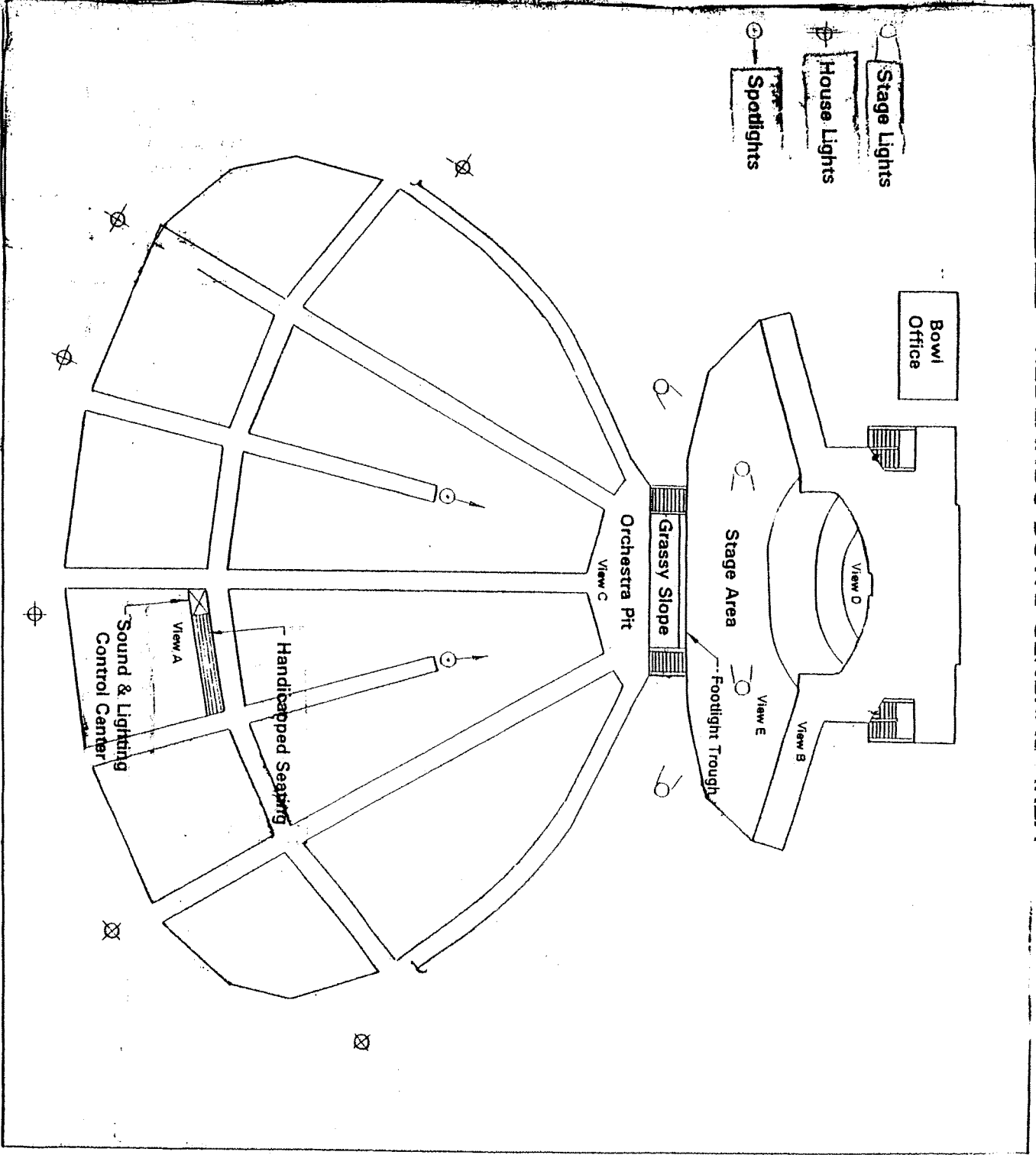
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EXHIBIT D

John
Gaw

Exhibit D

REDLANDS BOWL GENERAL AREA



Grant Street

Eureka Street

Mission Gables

mm