

RESOLUTION NO. 2391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AUTHORIZING THE EXECUTION OF A LEASE WITH THE SOLEDAD LIONS CLUB

BE IT RESOLVED by the City Council of the City of Soledad as follows:

That the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of the City of Soledad to execute a lease with the Soledad Lions Club, a corporation, in the form of the lease hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 28th day of November, 1994, by the following vote.

AYES, and in favor thereof, Councilmembers. Ben Jimenez, Jr., Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma

NAYES, Councilmembers	None
ABSENT, Councilmember:	John Holguin
ABSTAINED, Councilmember.	Richard Ortiz


 MAYOR OF THE CITY OF SOLEDAD

ATTEST.


 CITY CLERK OF THE CITY OF SOLEDAD

LEASE

THIS LEASE, is made as of the 28th day of November, 1995, between the CITY OF SOLEDAD, a municipal corporation, hereinafter called "Lessor", and SOLEDAD LIONS CLUB, a corporation, hereinafter called "Lessee".

That the Lessor, for and in consideration of the rents, covenants and agreements hereinafter set forth to be paid, kept and performed by the Lessee, does hereby lease and let unto the Lessee and the said Lessee does hereby take and hire from the Lessor, those certain premises located at the corner of Park and Acacia Streets in the City of Soledad, California, consisting of a lot of land improved with a 100' x 20' building, said premises being commonly known as the "Boy Scout Hall."

The terms and conditions of this lease are as follows.

1. Term. The term of this lease shall be thirty (30) years, commencing on December 1, 1994, and ending on December 31, 2024.

2. Use. The demised premises may be used by the Lessee for a meeting hall and may also be rented by Lessee to private groups or individuals; provided, that local scouting groups shall have priority in the use of the facilities for Scout meetings and activities.

3. Rental Regulations. A standardized criteria and rental application procedure shall be established by Lessee and

approved by the Lessor not later than ninety (90) days after the execution of this lease. Lessee may impose rental charges for use of the facility and said rental charges must be approved by Lessor.

4. **Rental**. As and for the rental of said premises during said term, Lessee agrees to pay to Lessor, the sum of One Hundred Fifty Dollars (\$150) per month, payable monthly in advance, commencing December 1, 1994. The minimum monthly rent provided for in this section shall be subject to adjustment at the commencement of the 10th year of the term, and every fifth year thereafter at the discretion of the City.

5. **Repairs**. The Lessee shall at its own expense furnish labor, materials and supplies needed to make repairs to the demised premises during the term of this lease. The Lessor shall not be called upon to make any improvements or repairs or replacements upon the demised premises, or any part thereof, and the Lessee agrees that it will, at its own expense, keep said premises and all improvements thereon in good order and condition during the term of this lease. Lessee's taking possession of the premises on commencement of the term shall constitute Lessee's acknowledgment that the premises are in good condition.

6. **Improvements and Alterations**. Lessor hereby gives to the Lessee the right and privilege at all times during the term of this lease or any renewal thereof to make, at Lessee's expense, such changes, improvements, alterations and additions to the demised

premises as Lessee may desire, providing they are not of the kind and character that will impair the structural strength of the building of which the said demised premises are a part or a whole. All such changes, improvements, alterations and additions to the demised premises, including locks, bolts and other fixtures, whether made by the Lessee or by any other person, save and except movable furniture, fixtures and equipment installed by the Lessee in the said premises and which can be removed therefrom without injury to the said premises, immediately when made shall become and be the property of the Lessor and shall not be removed from or changed in the said premises without the consent in writing of the Lessor first had and obtained. Before making any improvement or alteration of the premises, Lessee shall obtain and pay for all permits required by City ordinances.

7. Utilities. Lessee shall pay for all utilities and services used by Lessee upon the demised premises.

8. Indemnity. Lessee waives any and all claims for injury to person or property occurring on or about the demised premises and agrees to indemnify and defend Lessor against all claims, demands and liability on account of injury to persons and property of third persons on or about the said premises, arising from Lessee's occupancy, use or rental of said premises. Lessee further agrees that at all times during the term of this lease, or any extension or renewal thereof, Lessee will carry public liability insurance in an amount satisfactory to Lessor, but in no event less

164

than \$1,000,000 showing Lessor as an additional insured and providing that said policy or policies may not be cancelled or modified without at least thirty (30) days' prior written notice to Lessor. A certificate of insurance evidencing such coverage shall be provided to Lessor. Should Lessee fail to obtain such insurance coverage, Lessor may obtain the same for Lessor's own protection at Lessee's expense, and the cost thereof shall be prepaid by Lessee to Lessor upon demand

9. **Liens** Lessee agrees to keep said premises free from liens of every character, and in the event any liens for labor or materials should arise during the term hereof on account of any act or omission by Lessee, Lessee agrees forthwith to discharge and pay the same.

10. **Compliance with Laws.** The Lessee shall not do, or permit to be done, or keep, or permit to be kept, in or about the said premises, anything which shall be a nuisance or which shall be in violation of any law, ordinance, rule or regulation of any governmental authority, or of any rule or regulation of the Insurance Services Office, relating to the said premises, or which shall increase, or tend to increase, the existing rates of insurance of the said premises.

11. **Default.** Should the Lessee abandon the demised premises or otherwise breach this lease, then the Lessor may re-enter and repossess the demised premises and remove all persons and property therefrom, without notice and without liability for

trespass, and this lease shall thereupon terminate. Upon such termination the lessor may recover from the Lessee as damages all sums provided for in Section 1951.2 of the Civil Code, including but not limited to the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided.

12. **Waiver.** The waiver by Lessor of any default or breach of this lease by Lessee shall not be deemed or held to be a waiver of any subsequent or other default or breach hereof by said Lessee.

13. **Personal Property Taxes.** Lessee agrees to pay when due all taxes levied upon personal property of all kinds belonging to the Lessee and located upon the demised premises.

14. **Holding Over.** In case Lessee holds over the term of this lease, such holding over shall be deemed a tenancy from month to month only, and upon the same terms and conditions as are herein stated.

15. **Assignment and Subletting.** Lessee shall not assign this lease, or any interest herein, or underlet the said premises, or any part thereof, without the consent of the Lessor in writing first had and obtained, and neither this lease, nor any interest herein of the Lessee, shall be assignable in proceedings by or against the Lessee in bankruptcy, or in insolvency, or in any other manner by operation of law; provided, however, that the provisions of this paragraph shall not preclude the Lessee from allowing other

civic groups or organizations to use the barbecue and kitchen facilities on the premises for specific events which are not scheduled on a regular basis.

16. **Waiver of Right of Action** Each party to this lease waives any right of action that it may later acquire against the other for loss or damage to its property or to property in which it may have any interest, where such loss is caused by fire or any of the extended coverage hazards and arises out of or is connected with the leasing or occupancy of the premises demised by this lease.

17. **Attorneys' Fees**. In case either party shall bring suit against the other to compel the performance of, or to recover for the breach of, any covenant, agreement or conditions herein written, or, in the case of the Lessor, to recover possession of the demised premises or to remove from the record this lease or any lien or encumbrance thereon created by the Lessee, the prevailing party shall be entitled to a reasonable attorney's fee, to be fixed by the court and made a part of any judgment entered therein.

18. **Inspection**. Lessor shall have the right to enter premises, or any part thereof, at all reasonable times for the purpose of inspecting the same or for any other lawful purpose.

19. **Modification**. Notwithstanding the foregoing terms and conditions, Lessor and Lessee shall have the right to modify this lease, or any part thereof, upon the mutual consent of both parties. Such consent shall be obtained in writing, signed by authorized representatives of both lessor and Lessee.

20. California Law. This lease shall be construed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the said parties have hereunto set their hands in duplicate, the day and year first hereinabove written.

LESSOR:

CITY OF SOLEDAD, a
municipal corporation

By: [Signature]
MAYOR

By: [Signature]
CITY CLERK

LESSEE:

SOLEDAD LIONS CLUB, a
corporation,

By: [Signature]
PRESIDENT

By: [Signature]
SECRETARY

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY