

LEASE AGREEMENT

This LEASE AGREEMENT (“**Lease**”) is entered into as of _____, 2017, (“**Effective Date**”) by and between the CITY OF SOUTH SAN FRANCISCO, a municipal corporation (“**City**”), and Italian American Citizens Club, a nonprofit organization (“**IACC**”), with reference to the Recitals set forth below.

RECITALS

A. City and IACC are parties to that certain Lease Agreement dated January 29, 1999 (“**Original Lease**”) pursuant to which the IACC leased a City-owned trailer located at the bocce courts at Orange Memorial Park. Upon execution of this Lease and the separate Purchase and Sale Agreement, the Original Lease shall immediately terminate, notwithstanding any provision to the contrary that may be contained in the Original Lease.

B. Pursuant to a separate Purchase and Sale Agreement executed concurrently herewith, the City intends to sell and the IACC intends to buy the trailer located at the Orange Memorial Park bocce courts.

C. Pursuant to this Agreement, the City intends to lease to IACC that portion of land at the bocce courts at Orange Memorial Park where the trailer is currently located as shown in more detail on the attached diagram in Exhibit A.

LEASE AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and IACC hereby agree as follows:

1. LEASE OF PREMISES. City hereby leases to the IACC that portion of land located at the bocce courts at Orange Memorial Park where the trailer is currently located as depicted in more detail in the attached diagram in Exhibit A for one dollar (\$1.00) per year.

2. TERM. The term of this Lease shall be for a period of five (5) years commencing upon the Effective Date of this Lease.

3. SALE OR DISPOSAL OF TRAILER. This Lease shall immediately terminate in the event that IACC sells or otherwise disposes of the trailer, unless otherwise agreed to by the parties. Upon termination of the Lease pursuant to this section, IACC must immediately vacate the City property, remove the trailer at its sole cost and expense, and make any repairs deemed necessary to restore the City property into an acceptable condition.

4. RAMP INSTALLATION. Within ninety (90) days of the Effective Date, IACC shall install a ramp at the entrance of the trailer and in compliance with requirements of the Americans with Disabilities Act of 1990 to provide access to the trailer. Upon completion of installation, IACC shall maintain the ramp in good working order; failure to install or maintain the ramp constitutes a breach and default by IACC under this Lease.

5. TERMINATION. Except as provided in Section 3 above, either party may terminate this Lease at any time by providing ninety (90) days written notice to the other party. Upon termination, IACC, at IACC's sole cost and expense, shall remove the trailer from City property, repair any damage caused by removal of the trailer, and make any other repairs deemed necessary to bring the City property into an acceptable condition.

6. USE OF PROPERTY. IACC shall use the trailer on City property only for IACC club activities. Gambling, unauthorized alcoholic beverage consumption, illegal activities and non-IACC activities are not permitted to take place on City property or at the trailer. Activities involving alcoholic beverage consumption may only take place with an effective permit issued in advance by the City's Parks and Recreations Department.

7. UTILITIES. IACC shall be responsible for the payment of 50% of utilities..

8. REPAIRS. IACC shall be responsible for making any repairs necessary to ensure that the trailer is safe and does not pose a danger to the public or users of the bocce courts.

9. MAINTENANCE. IACC shall maintain the trailer in a good and safe condition and ensure that the trailer does not create blight on City property, including maintenance of the trailer's exterior painting and coating.

10. PAYMENT. IACC shall pay the City one dollar (\$1) per year for use of the City property as a site for its trailer.

11. CO-SPONSORSHIP STATUS. IACC shall, at all times during the term of this Lease, comply with all conditions of City co-sponsorship such as to ensure activities are non-profit and group membership is open to the public, and shall maintain its status as a City co-sponsored group in accordance with all co-sponsorship requirements. Failure to maintain co-sponsorship status constitutes grounds for City to terminate this Lease.

12. INDEMNIFICATION. To the fullest extent permitted by law, IACC shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its elected and appointed officers, officials, employees, agents, contractors and consultants ("**City Indemnitees**") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys' fees and costs of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with IACC's lease of the City property or failure to comply with this Lease, except such Liability caused by the sole negligence or willful misconduct of the City Indemnitees. IACC's indemnification obligations set forth in this Section 12 shall survive the expiration or termination of this Agreement.

13. AMENDMENTS. This Lease may be amended from time to time upon mutual written agreement of both parties.

14. INSURANCE. Prior to the execution of the Lease and continuing throughout the term of this Lease, IACC shall, at IACC's sole cost and expense, furnish the City with certificates of insurance evidencing that IACC has obtained and maintain Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to IACC's insurance. If the IACC's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. The City's Risk Manager may waive or modify any of the insurance requirements of this section.

12. ASSIGNMENT. This Lease shall not be assigned or subleased without written consent of the other party. IACC shall not sublease or rent the premises subject to this Lease and the trailer to a third-party tenant without obtaining prior written consent from the City.

13. TERMINATION OF PRIOR LEASE. Upon execution of this Lease and the separate Purchase and Sale Agreement, the Original Lease shall immediately terminate, notwithstanding any provision to the contrary that may be contained in the Original Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

CITY:

IACC:

CITY OF SOUTH SAN FRANCISCO,
a California municipal corporation

Italian American Citizens Club,
a nonprofit organization

By: _____
Mike Futrell
City Manager

By: _____
Name: _____
Title: _____

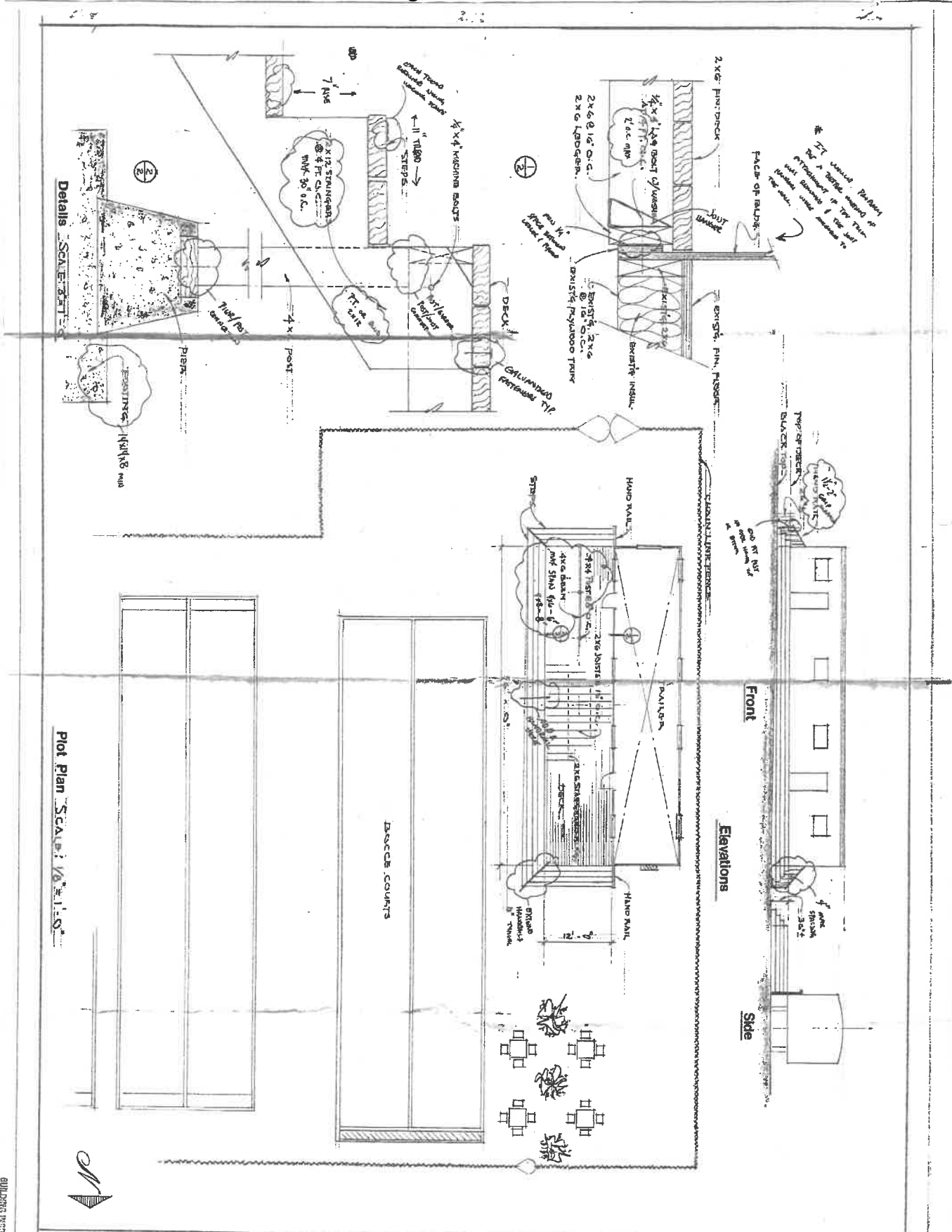
ATTEST:

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

By: _____
City Attorney
2889649.1

Exhibit A - Diagram of Premises



Plot Plan Scale: 1/8" = 1'-0"

Details Scale: 3/4" = 1'-0"



ITALIAN AMERICAN CITIZENS CLUB
SO. S.F. CA.

ORANGE AVE. PARK BOCCO COURTS.
SO. S.F. CA.

APPROVED BY	DATE
	4-26-99
DRAWN BY	NUMBER
J. J.	2 of 2

APPROVED
BUILDING DEPARTMENT
CITY OF ORANGE
This seal of approval is given to all construction plans which have been approved by the Building Department and comply with the provisions of the Building Code of the City of Orange, California. It is the responsibility of the contractor to see that all construction shall comply with the provisions of the Building Code of the City of Orange, California.