

HERMOSA BEACH COMMUNITY CENTER LEASE AGREEMENT

This Lease Agreement ("Lease" or "Agreement") is made and entered into on this ____ day of July, 2020, by and between the City of Hermosa Beach, a California Municipal Corporation (City) and STAR Education (Lessee).

RECITALS

A. The City is the owner of a recreational/civic service facility generally referred to as the Hermosa Beach Community Center (referred to herein as the "facility").

B. The facility is subject to certain agreements and deed restrictions entered into on the 28th day of February, 1978, between the City and the Hermosa Beach City School District and is further subject to certain provisions imposed by the Department of Housing and Urban Development as set forth in a document entitled Agreement for Sale and Purchase of Real Property and dated the 28th day of February 1978. These documents are on file in the office of the City Clerk of the City and are public documents and by reference are incorporated into this lease and are referred to herein respectively as the HUD and SCHOOL DISTRICT AGREEMENTS.

C. Lessee previously utilized a portion of the facility through a lease agreement that expires July 31, 2020.

D. Lessee desires to continue its use of a portion of the facility and the City is willing to lease a portion of the facility to Lessee on the terms and conditions set out herein, which terms are consistent with both the HUD and SCHOOL DISTRICT AGREEMENTS.

NOW THEREFORE, in consideration of the foregoing and of the promises and obligations set forth herein, the parties agree as follows:

1. **Term.** The term of this lease shall be for either (i) a period of three (3) years commencing on the 1st day of August 2020 and ending on the 31st day of July 2023, or (ii) until the Hermosa Beach City School District determines the STAR program is no longer needed, whichever is sooner. At lessee's request, this lease may be extended for one additional term of one year in the exclusive discretion of the City. Any such request shall be made in writing in advance of the expiration of the then current term.
2. **Description of Premises.** The Lessee is leasing from the City that portion of the facility (the "premises") described as follows:
 - a. Exclusive use of room 7 and the courtyard when the program is in session; and
 - b. Use of the 2nd Story Theatre, as needed. Use of this space requires pre-approval and coordination with City at least 24 hours in advance.
3. **Rent.** Lessee agrees to pay to the City \$1,593.03 monthly, payable on the first day of each month.
4. **Condition pertaining to the Premises.** Lessee shall adhere to the following additional conditions pertaining to the premises:
 - a. Lessee shall not mark, drill or deface any walls, ceilings, floors, wood or iron work without Lessor's written consent.
 - b. All remodel work shall receive prior approval of the Lessor.

- c. There are exposed sewer and water lines in the ceiling. These lines carry liquids that could damage material stored in the room if the lines are disturbed or ruptured. In addition, a pipe that may be wrapped with an asbestos material crosses the ceiling area and is not to be disturbed in any manner. _____
(Initial)
 - d. The City will maintain the premises to the standards of childcare licensing requirements.
- 5. **Use.** Lessee shall use the premises exclusively for the following use:
 - a. Lessee will provide recreational and enrichment programming for school-age children enrolled in the Hermosa Beach City School District.
 - b. Program time may be held from 7:00am – 6:00pm.
- 6. **Transportation.** Lessee is not responsible for transporting children to or from the Community Center and View School. The City will provide this transportation service with a qualified bus transportation provider.
- 7. **Insurance Liability.** Lessee shall obtain and maintain at all times during the term of this agreement, Comprehensive General and Automobile Liability insurance protecting Lessee in amounts not less than \$2,000,000 for personal injury to any one person, \$2,000,000 for injuries arising out of any one occurrence, and \$2,000,000 for property damage or a combined single limit of \$2,000,000. Such insurance shall name City of Hermosa Beach and their officers, employees, elected officials and members of Boards of Commissions as additional insured parties. Coverage shall be in accordance with the sample certificates and endorsements attached hereto and **must include** the coverage and provisions indicated.

Lessee shall file and maintain the required certificate(s) of insurance with the other party to this agreement at all times during the term of this agreement. The certificate(s) is to be filed prior to the commencement of the work or event and should state clearly:

- a. The additional insured requested;
- b. Thirty-day prior notice of change or cancellation to the City of Hermosa Beach;
- c. Insurance is primary to that of the Additional Insured;
- d. Coverage included; and
- e. Cross-liability clause.

Worker's Compensation Insurance. Lessee shall obtain and maintain at all times during the term of this agreement, Worker's compensation and Employers Liability insurance and furnish the City (or Agency) with a certificate showing proof of such coverage. Such insurance shall not be canceled or materially changed without a thirty (30) day prior written notice to: City Manager, City of Hermosa Beach.

Insurance Companies. Insurance companies must be rated (B:XIII) or better in Best's Insurance Rating Guide.

- 8. **Condition of the Premises Upon Termination of the Lease.** Lessee agrees to keep and maintain the premises in good condition and repair and to return to the City the premises upon termination of this lease in the same condition as when Lessee took possession of the premises excepting any repairs or alterations which were approved by the City, reasonable wear and tear excepted, and does promise to pay the City upon demand the reasonable sums to repair the premises in the event of a violation of this provision.

9. **Construction.** Lessee is prohibited from making any alterations performing any construction whatsoever on the premises without the expressed written approval of the City. Any such approval shall include provisions to protect the City from potential liens of labor and material persons.
10. **Destruction, Partial Destruction or Necessity to Repair because of Conditions Caused by Other than Lessee.** The City has no duty or obligation to reconstruct the premises in the event of destruction or partial destruction of the premises. The City at its option may reconstruct or repair the premises, whereupon this lease shall remain in full force and effect except that no rent will be owing to the City during said period of reconstruction or repair if such reconstruction or repair interferes with the tenancy created herein to the extent that the premises cannot be used for the purposes intended. In the event the City at its sole discretion determines not to reconstruct or repair the premises then either party at its option may cause this lease to be terminated and neither party shall have any liability each to each other.
11. **Hold Harmless.** Lessee shall hold harmless and indemnify the City, its officers, agents and employees from every claim or demand which may be made by reason of any injury and/or death to persons and/or injury to property caused by any direct or indirect act or any omission of the Lessee, its officers, agents and employees arising out of the Lessee's use of said premises. The Lessee, at its own cost, expense and risk shall defend any and all action, suits or other proceedings that may be brought or instituted against the City on any such claim or demand, and pay or satisfy any judgment that may be rendered against the Lessor on any such action, suit, or legal proceedings as a result hereof.
12. **Rules, Regulations and Ordinances.** The Lessee agrees to comply strictly with all applicable laws and any uniform Community Center rules and regulations adopted by the City Council.
13. **Taxes and Charges.** Lessee agrees to pay when due any and all taxes, assessments or charges levied by any governmental agency on or to the lease-hold premises.
14. **Default.** Should Lessee fail to pay any monies due pursuant to this lease within three days after written notice from the City or to perform any other obligation required pursuant to the terms of this lease within thirty days after notice from the City, City may immediately cause this lease to be terminated and thereafter take any action and pursue all remedies available under the laws then existent in the State of California.
15. **Notice.** Any notice required to be made or given pursuant to the provisions of this lease may be either personally served upon the party or deposited in the United States mail, postage prepaid.

Lessor: CITY OF HERMOSA BEACH
1315 VALLEY DRIVE
HERMOSA BEACH, CA. 90254

Lessee: STAR Education
10117 Jefferson Blvd.
Culver City, CA 90232

Any notices so given pursuant to the provisions of this paragraph will be deemed served twenty-four hours after the deposit thereof in the United States mail.

16. **Attorney's Fees.** The parties agree that in the event any action is instituted concerning any of the provisions of this lease agreement, the prevailing party may in the discretion of the court be granted as an additional item of damages its attorney's fees.
17. **Assignment and Subletting.** Lessee may not sublease all or any portion of the premises without the written consent of the City, which consent may be granted or denied at the exclusive and total discretion of the City.
18. **Successors.** Subject to prior provisions, this lease is binding upon the heirs, assigns and successors of interest of the parties.
19. **Termination.** Notwithstanding any other provision of this lease both parties reserve the right to terminate the lease at any time and without cause upon giving 30 days written notice to other party.

In Witness Whereof, the parties have executed this Hermosa Beach Community Center Lease Agreement at Hermosa Beach on the day first herein above set forth.

CITY OF HERMOSA BEACH a
Municipal Corporation, Lessor

Mayor, Mary Campbell

ATTEST:

_____ CITY CLERK

APPROVED AS TO FORM:

_____ CITY ATTORNEY

DATE:

LESSEE:

Executive Director