

**LEASE AGREEMENT**  
**(Storage Room / Non-commercial use)**

**INLAND EMPIRE RACEWALKERS INC.**

**THIS LEASE AGREEMENT** ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and INLAND EMPIRE RACEWALKERS INC., a California corporation ("Lessee").

**RECITALS**

A. City owns that certain property located at 2601 Fairmount Blvd., Riverside, California, known as Stewarts Boathouse at Fairmount Park ("Property"). The City utilizes this property for organized meetings, facility rentals and special events.

B. Lessee desires to use a portion of the Property consisting of approximately 176 square feet of space known as the storage room, in its "as is" condition, for the purpose of storing equipment for Lessee.

C. City is agreeable to said use subject to the terms and conditions set forth below.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. **GRANT OF LEASE:** City hereby grants to Lessee use of a portion of the Property as generally depicted on Exhibit "A", all as attached hereto and made a part hereof by this reference (the "Premises").

The following deposits shall be paid by Lessee to City at the time this Lease is executed by Lessee and submitted to City for processing:

- (a) A non-refundable processing fee of Twenty Five Dollars (\$25.00).
- (b) A refundable key deposit of Thirty Five Dollars (\$35.00) per key.

2. **TERM:** The term of this Lease shall be on a month-to-month basis for three (3) years, and shall become effective upon execution of this Lease by both parties ("Effective Date"), and shall terminate three (3) years from the Effective Date unless this Lease is earlier terminated pursuant to the termination provisions contained herein. This Lease may be extended for two (2) additional periods of one (1) year by Lessee giving written notice at least six (6) months prior to the termination date specified above.

3. **USE OF PREMISES:** The Premises shall be used solely for the purpose of storage of equipment and for no other purpose. Such use shall not interfere with the primary function of the City's use of the Property. Lessee shall be subject to the following terms and conditions:

(a) Any construction or reconstruction within the Premises shall be subject to prior written approval by the City. However, notwithstanding any such approval, the Lessee assumes full responsibility for the design, construction or reconstruction, including complete liability for defects in such design and construction or reconstruction, all at Lessee's sole cost.

(b) The property shall be kept in a safe operating condition at all times, and the Lessee hereby assumes all liability arising from any injury or damage to any person or entity caused by the exercise of the rights herein granted.

(c) No construction or reconstruction shall be commenced until this Lease has been executed by the parties, and plans have been prepared by Lessee and approved by the City. The City is to be notified prior to the start of any construction activities on the Premises, including any grading work.

(d) City makes no representation, covenant, warranty or promise that the Premises is fit for any particular use, including the use for which this Lease is granted, and Lessee is not relying on any such representation, covenant, warranty or promise and accepts the Premises in its "as is" condition.

(e) Access to and use of the Premises shall be limited to Lessee, its employees, invitees, agents and contractors.

(f) Lessee shall keep the Premises locked at all times.

(g) Lessee shall maintain the Premises in a neat, clean and safe condition at all times.

(h) No property shall be placed or stored in the common areas or outside of the Property without the prior written consent of the Property Manager or his/her designee.

4. **CONSIDERATION:**

(a) As consideration for rent of the Premises, Lessee shall pay to City One Dollar (\$1) per year. Inland Empire Racewalkers Inc. is a non-profit and the recreational walking program they offer to the community at no cost to participant is in line with the PRCSD's mission, the small storage space will be provided at a \$1 per year lease rate.

(b) The yearly rent shall be paid by check made payable to the "City of Riverside" and sent to the City of Riverside, Parks, Recreation and Community Services Department, 3900 Main Street, Riverside, California 92522.

5. **NON-DISCRIMINATION:** Except as provided in Section 12940 of the California Government Code, during Lessee's performance of this Lease, Lessee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in use of the Premises during the term of this Lease. Further, Lessee agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Lease.

6. **SUPERVISION:** Lessee shall be responsible for supervision and monitoring of all activities on the Premises, including control of access to the Premises at all times, and monitoring and abatement of any nuisance that is caused, or may be caused, by Lessee or Lessee's use. Lessee shall ensure all restrooms are securely locked after Lessee's use.

7. **MAINTENANCE:** The Premises shall be maintained by Lessee in a clean and orderly condition in compliance with all applicable provisions of the Riverside Municipal Code. A neat and clean appearance and safe and sanitary conditions are required and are considered of utmost importance by City.

8. **JANITORIAL:** The Lessee shall provide janitorial services as its own expense for the Premises.

9. **FLAMMABLES, WASTE AND NUISANCES:** Lessee agrees that it will not place or store, or allow any placement or storage of any hazardous waste, hazardous material, or flammable materials within the boundaries of the Premises, and that it will not commit any waste upon or damage to the Premises, nor suffer any to be done. Lessee also specifically agrees that it will not allow others to take such actions within the boundaries of the Premises. Lessee further agrees that it will keep the Premises clean, free from rubbish and debris, and in a condition satisfactory to City in accordance with Section 7.

10. **HAZARDOUS SUBSTANCES INDEMNITY:** Lessee expressly agrees to and shall indemnify, defend, release and hold the City, its officers, officials, directors, agents, servants, and

employees harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up, and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Premises by Lessee, its officers, directors, agents, servants, or employees. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Lease.

11. **HAZARDOUS SUBSTANCES DEFINED:** Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; The Clean Water Act, 33 U.S.C. § 1251, *et seq.*; The Hazardous Waste Control Act, California Health and Safety Code ("H. & S.C.") § 25100, *et seq.*; the Hazardous Substance Account Act, H. & S.C. § 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, *et seq.*; Underground Storage of Hazardous Substances H. & S.C. § 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 *et seq.*); The Hazardous Waste Management Act, H. & S.C. § 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory H. & S.C. § 25001 *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

12. **CITY'S RIGHT TO INSPECT:** City shall have the right to inspect the Premises and any improvements made thereto at any time to ensure compliance with the terms of this Lease.

Any repairs found necessary as a result of inspections are the responsibility of Lessee and shall be made promptly by Lessee, but in no event shall such repairs be initiated by Lessee later than ten (10) calendar days after receipt of written notification of the need for such repairs, and such repairs shall be completed within a reasonable time after receipt of such notification. Lessee shall be solely responsible for the cost of any repairs deemed necessary by the City.

13. **FREE FROM LIENS OR CLAIMS:** Lessee shall keep the Premises free from any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the insistence of or on account of Lessee, and Lessee further agrees to indemnify and save harmless City from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed, or materials furnished. The City at any time may post and keep posted on the Premises appropriate notices to protect the City against the claims of any such persons, firms or corporations.

14. **INSURANCE:** Prior to City's execution of this Lease, Lessee shall obtain, and shall thereafter maintain during the term of this Lease at Lessee's sole expense, such commercial general insurance as required to insure Lessee against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Lessee.

(a) All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a liability rating of A or higher, and a financial rating of at least VII.

(b) Lessee's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

(c) These minimum amounts of coverage shall not constitute any limitation or cap on Lessee's indemnification obligations under Section 20 hereof.

(d) Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Lease, for commercial general, shall be filed with City and

shall include City, their officers, agents and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following:

**“It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy.**

(e) The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail.

(f) City, its agents and employees make no representation that the limits of the insurance specified to be carried by Lessee pursuant to this Lease are adequate to protect Lessee. If Lessee believes that any required insurance coverage is inadequate, Lessee will obtain such additional insurance coverage as Lessee deems adequate, at Lessee's sole expense.

(g) The Lessee's officers, agents, employees, contractors, subcontractors, Lessees, invitees are prohibited from driving any vehicle on non-designated streets or parking areas.

15. **NONINTERFERENCE WITH USE:** Lessee's use of the Premises and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's operations. City shall at all times have access to the Premises. The rights herein granted are not exclusive rights and in no way limit the City's use of the Premises for purposes not inconsistent with the uses granted herein.

16. **INDEMNIFICATION:** Except as to the sole negligence or willful misconduct of City, Lessee shall protect, defend, indemnify, and hold City and its officers, agents, employees and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the Premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, Lessees, invitees or guests, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of City and/or its officers, employees or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Lessee or any of Lessee's officers, agents, employees, contractors, subcontractors, Lessees, invitees or guests. City shall give Lessee reasonable

notice of any such claims or actions. Lessee shall use counsel reasonably acceptable to City in carrying out its obligations hereunder.

The parties expressly agree that any payment, attorney fee, cost or expense City may incur or makes to or on behalf of an injured employee under City's self-administered workers' compensation program is included as a loss, expense or cost for the purpose of this section, and that this section shall survive termination of this Lease.

17. **ASSIGNMENTS:** This Lease is personal to Lessee, and Lessee shall not assign or transfer this Lease or any privilege thereunder, in whole or in part, and any attempt so to do shall be void and shall confer no right on any third party.

18. **NON-POSSESSORY INTEREST:** No permanent or possessory interest shall accrue to Lessee in the Leased Premises by reason of this Lease or by exercise of the permission given and Lessee agrees to claim no such interest.

19. **GOVERNING LAW AND JURISDICTION:** Lessee agrees that in the exercise of its rights under this Lease, Lessee shall comply with all applicable federal, state, county and local laws, and regulations in connection with its use of the Leased Premises. The existence, validity, construction, operation and effect of this Lease and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **TERMINATION:** In addition to the other methods of terminating this Lease, as provided herein, this Lease may be terminated for any reason, at any time upon ninety (90) days notice in writing to Lessee.

Upon termination of this Lease in any manner provided in this Lease, the Premises shall remain in its improved condition, including but not limited to all improvements, landscaping (personal property not applicable) existing on the Premises at the time of termination, unless the City submits a written request to Lessee that some or all of the improvements be removed, in which case Lessee is given thirty (30) days to complete said removal of the improvements as identified by City. Should the City accept the Premises with all improvements thereon, and then such improvements

shall become the property of the City.

If the Premises are abandoned by the Lessee for a period of two (2) months, all rights of the Lessee shall automatically terminate hereunder. Further, if the Lessee fails to conform to the terms and conditions of this Lease, all of the Lessee's rights hereunder shall terminate.

No termination hereunder shall release the Lessee from any liability or obligation, which may have attached or accrued prior to or which may accrue as of the time of termination of this Lease.

21. **DAMAGE/DESTRUCTION:** Lessee shall be responsible for any damages or destruction to the Premises resulting from acts or omissions of Lessee's officers, agents, employees, invitees or guests, and shall repair or compensate City for such damages or destruction and shall return the Premises to City upon termination of this Lease, in the same condition as when received or following construction of any and all improvements, excepting reasonable wear and tear and damages by civil disorders, the elements, act of God or any circumstances over which Lessee has no control. City is not responsible for any loss due to theft or vandalism.

22. **DEFAULTS/REMEDIES:** Notwithstanding Section 24 Termination above, if Lessee defaults on any payments due or any condition under this Lease and if Lessee remains in default for three (3) days after service of notice of such default, City, acting by and through its City manager, may treat such default as a total breach of this Lease and thereupon declare this Lease terminated. In case of any other default upon the part of Lessee, City may give written notice of the same of Lessee and if the same shall not be corrected within ten (10) days after the giving of such notice, or such longer period provided in said notice, City, acting through its City manager, may treat such default as a total breach of this Lease and thereupon declare this Lease terminated.

If after service of a notice of default, Lessee fails to cure such default within the time provided in said notice, City may at any time thereafter recover possession of the Premises by any lawful means and remove Lessee or other occupants and any possessions thereof. If this Lease shall have been so terminated by City, City shall have the right to any other remedy or remedies provided by law.

City's failure to enforce any right or provisions of this Lease shall not be construed as a waiver of the right to do so without written notice by City of the intent to waive such right. City's waiver of any default by Lessee shall not constitute a waiver of any future default or defaults in the absence of written notice of City's intent to waive such default.



23. **HOLDING OVER/ABANDONMENT:** If Lessee fails to vacate the Premises upon termination of this Lease, Lessee agrees to pay City a fee of One Hundred Dollars (\$100.00) per day for each day that Lessee occupies the Premises beyond termination of this Lease.

Unless special arrangements have been made by the parties, any personal property left on the Premises for two (2) months shall be deemed abandoned and the property of the City. Lessee shall reimburse City upon receipt from City of an invoice evidencing the cost of said removal, less any offsets, if any. Lessee agrees that City may dispose of the personal property without notice to the Lessee and without sale at a public auction. Lessee expressly waives the requirements of California Civil Code Section 1980, et seq., relating to the disposition of personal property remaining on the premises at the termination of a tenancy, and to the extent applicable, the provisions of California Code of Civil Procedure Section 1174.

24. **ENTIRE AGREEMENT:** This Lease embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this Lease. This Lease may only be modified or amended by the mutual consent of the parties in writing.

25. **NOTICES:** Service of any notices, bills, invoices or other documents required or permitted under this Lease shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City  
City of Riverside  
Kenneth Trettin  
8095 Lincoln Ave  
Riverside, CA 92504

Lessee  
Inland Empire Racewalkers Inc.  
Attn: Galen Dean  
11811 Sahalee Drive  
Yucaipa, CA 92399

26. **SEVERABILITY:** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Lease shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Lease is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Lease and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Lease and the remainder of the Lease shall continue in full force and effect.

27. **PARAGRAPH TITLES:** The paragraph titles of this Lease are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Lease to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Lease or in any way affect the agreement of the parties set out in this Lease.

28. **ATTORNEY'S FEES:** If either party commences an action to enforce any right provided for or arising out of this Lease, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees and costs of suit.

29. **RESERVATIONS:** This Lease is subject to all reservations, restrictions, rights and rights-of-way of record.

30. **AUTHORITY:** The individuals executing this Lease and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

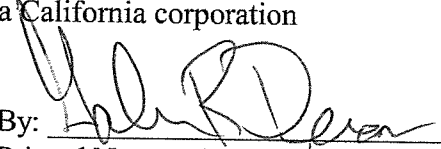
(Signatures on Following Page)

**IN WITNESS WHEREOF** the parties hereto have caused this Lease to be duly executed on the date and year first written above.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

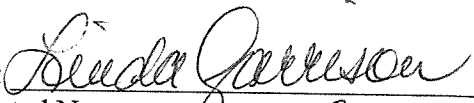
By: \_\_\_\_\_  
City Manager

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a California corporation

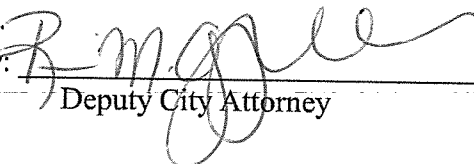
By:   
Printed Name: GALEN R. DEAN  
Its:

ATTEST:

By: \_\_\_\_\_  
City Clerk

By:   
Printed Name: LINDA GARRISON  
Its:

Approved as to Form:

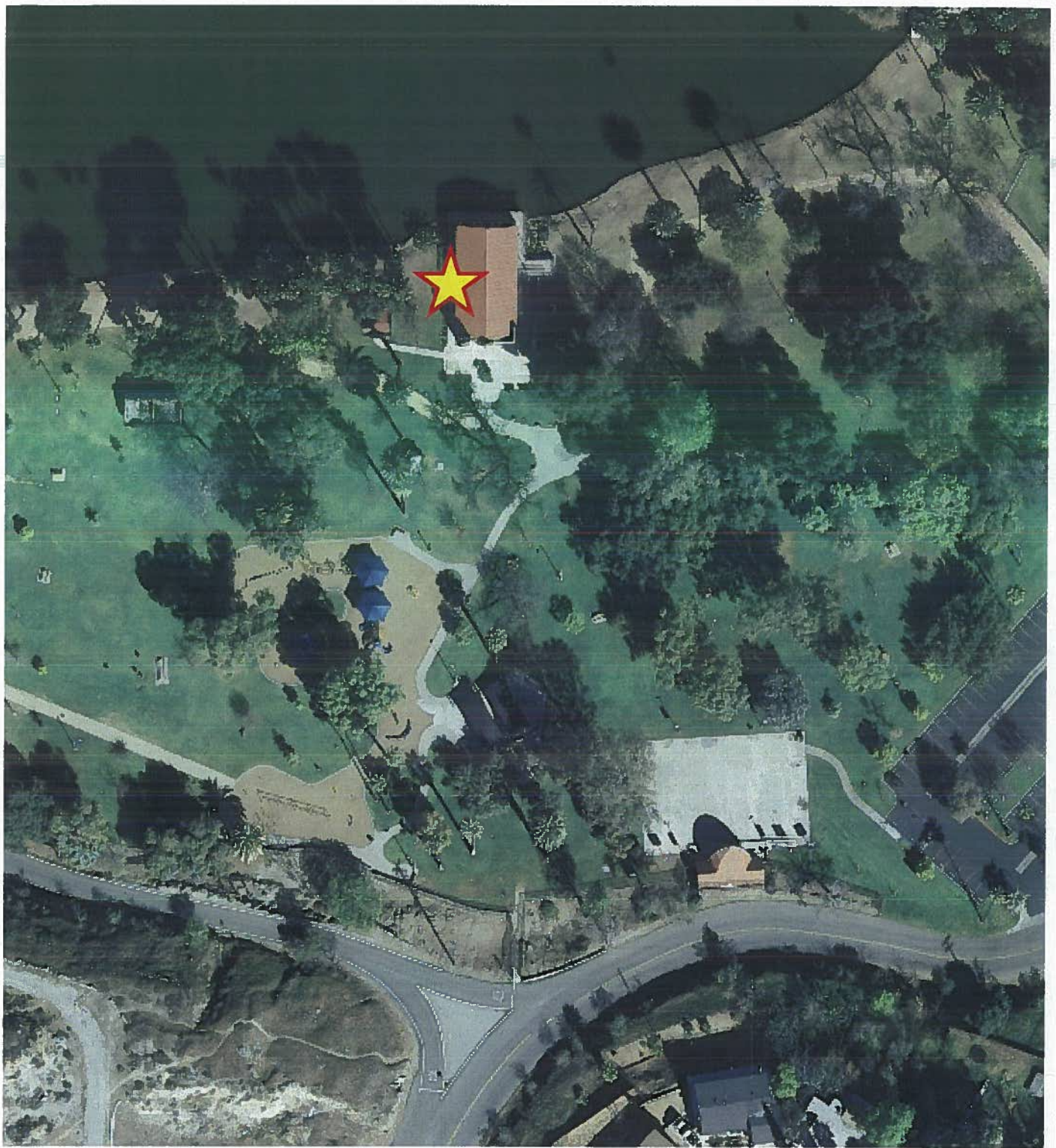
By:   
Deputy City Attorney

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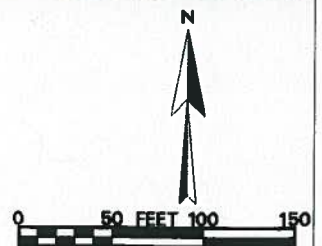
**EXHIBIT “A”**

**PLAT MAP**

**(Inserted behind this page)**



**Stewart's Boathouse at Fairmount Park**  
 2601 Fairmount Blvd. Riverside, CA 92501



December 07, 2016  
 Aerial photograph taken February 2012. The City of  
 Riverside makes no warranty on the accuracy or  
 content of the data shown on this map. This  
 map shall not be reproduced or distributed.  
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 Remedy: RMCLUB