

TERMINATION OF LEASE

THIS TERMINATION OF LEASE ("Agreement") is entered into as of _____, 2017 by and between the City of Riverside, a California charter city and municipal ("Lessor") and J.G. Golfing Enterprises, Inc., a _____ ("Lessee").

RECITALS

A. Lessor and Lessee entered into that certain Amended and Restated Lease Agreement dated May 1, 2011 ("Lease") for the lease of certain premises located in the City of San Bernardino, County of San Bernardino, and known as Assessor's Parcel Nos. 0141-431-17, 0141-431-18, 0141-421-18, 0141-421-19 and 0141-421-20 ("Premises").

B. The Lease has a remaining term to 2037.

B. Lessor and Lessee desire by this Agreement to terminate the Lease, subject to the conditions and provisions hereinafter contained.

TERMS

In consideration of the mutual agreements herein contained, the Lessor and Lessee hereby agree as follows:

1. The Lease is terminated and Lessor and Lessee are released from all responsibilities thereunder effective _____ ("Effective Date"), and it is expressly understood and agreed between the parties that said termination is conditioned upon the occurrence on or before the Effective Date of all of the following:

- (a) Surrender of the Premises by Lessee to Lessor, in the condition required by the Lease shall occur on or before _____.
- (b) Any and all of the fixtures, equipment, and buildings shall remain in the Premises and Lessee relinquishes any title thereto, free of any liens. Lessee and/or any Occupants of the Premises shall cease operation on or before _____.
- (c) Lessee will leave the Premises in a neat, clean and orderly condition with no damage.

2. In the event that any or all of the conditions of this Agreement are not satisfied on or before the Effective Date or waived in writing by Lessor, then the Lease shall not be deemed terminated and shall remain in full force and effect and monies and remedies due under the Lease shall be applicable.

3. Lessee agrees to defend, indemnify and hold Lessor harmless from any damage or liability of any kind arising out of any injury to or death of persons or damage to property of Lessee, Lessor or any other person or entity which occurred prior to the Effective Date,

from any cause whatsoever, by reason of the use, occupancy and enjoyment of the Premises or the Property by the Lessee or any person thereon or holding under Lessee. Lessee further agrees to defend, indemnify and hold Lessor harmless from all liability whatsoever, on account of any mechanics' or materialmen's liens, claims or demands arising out of any labor performed or material supplied to or benefiting the Premises, or tax liens, prior to the Effective Date. This indemnification shall extend to the retention of legal counsel, payment of attorneys' fees, the expenditure of investigation costs and all other costs, expenses and liabilities in defending and/or settling any such lien, claim or demand.

4. **Waiver and Release.** Lessee hereby acknowledges that it has had the opportunity to speak with or have been advised by an attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Lessee acknowledges that it may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Lessee hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which they may have under California Civil Code Section 1542, or under any statute or common law or equitable principal of similar effect. This waiver shall not supersede any of the provisions of this Agreement or the rights of the parties hereto to enforce this Agreement in law or equity.

5. Lessee and Lessor acknowledge and agree that Lessee's Security Deposit in the amount of _____ (\$_____), as a result of Lessee's early termination of the Lease, is hereby forfeited and Lessee has no claim to said money.

6. As consideration for Lessee immediately vacating the Premises, Lessor hereby agrees to forgive all outstanding monies due under the Lease through _____. However, notwithstanding the above, Lessee shall still be responsible for any possessory interest taxes through _____.

7. Except for the matters specifically set forth in this Agreement, Lessee hereby releases Lessor from all claims, rights and causes of action which it has or may have now or in the future in regard to the Lease, the Premises or the Property.

8. The provisions of this Agreement shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto. Lessee warrants to Lessor that it has not heretofore assigned, mortgaged or otherwise transferred, amended or encumbered, voluntarily or involuntarily, the Lease or its interest therein.

9. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

10. If any party to this Agreement commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of suit incurred in connection therewith.

11. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and no other agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose.

This Agreement has been entered into as of the date first above written.

“LESSOR”

THE CITY OF RIVERSIDE,

By: _____
Name: _____
Its: _____

“LESSEE”

J.G. GOLFING ENTERPRISES, INC.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Attested to:

By: _____
City Clerk

Approved by:

By: _____
Chief Assistant City Attorney