

**CITY OF CORONA – 511 S. VICENTIA  
LEASE AGREEMENT  
(SETTLEMENT HOUSE - STORAGE)**

**1. PARTIES AND DATE**

THIS LEASE AGREEMENT (hereinafter “Agreement”) is entered into by and between THE CITY OF CORONA, a California municipal corporation (hereinafter “Landlord”), and CORONA-NORCO SETTLEMENT HOUSE, a California Non-Profit Public Benefit Corporation (hereinafter “Tenant”). This Agreement shall become effective as of October 1, 2023. Tenant and Landlord are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS**

2.1 Property. Landlord is the owner of certain real property located at 511 S. Vicentia Avenue in the City of Corona, County of Riverside, State of California (the “Property”).

2.2 Leased Premises. Tenant desires to lease the entirety of the Property (the “Leased Premises”).

**3. GENERAL LEASE TERMS**

3.1 Right of Possession; Specific Use Exclusion. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Leased Premises on the terms and conditions hereinafter set forth in this Agreement, for the specific use and purpose of the storage of non-perishable items inside the residential structure (no exterior storage) (“Specific Use”). The Specific Use shall expressly exclude use of the Leased Premises for distributing food or beverages, providing meal service, or storing perishable food items

3.2 Term. The term of this Agreement shall commence on October 1, 2023 (“Commencement Date”) and continue until September 30, 2024, unless terminated earlier as provided in Section 5 herein (“Term”).

3.2.1 Renewal Terms. Upon the expiration of the Term, and any Renewal Term as provided for herein, the Term shall automatically extend for an additional twelve (12) months (each a “Renewal Term”), unless Landlord provides written notice of non-renewal to Tenant at least thirty (30) calendar days prior to the end of the Term or Renewal Term. The words “Term” and “Renewal Term” may be generally described as “Term” throughout this Agreement.

3.2.2 No Holdover. Tenant has no right to retain possession of the Leased Premises or any part thereof beyond the expiration or termination of this Agreement. In the event that Tenant holds over, then the Base Rent shall be increased to \$1,000 per month applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant.

3.3 Rent. Tenant shall pay to Landlord the amount of One Dollar (\$1.00) per year, without offset or deduction, in exchange for leasing the Leased Premises, in (“Base Rent”).

3.4 Security Deposit. Not applicable.

3.5 Common Area Maintenance Charges. Not applicable.

3.6 Late Charges. Not applicable.

3.7 Utilities; Janitorial Services. Tenant shall make all arrangements for and pay for its own janitorial services. Tenant is aware that all wet and dry utility services, including, but not limited to, telephone, gas, electricity, water, heat, and light power have been capped and cannot be reinstalled. Tenant may arrange for trash collection services for the general maintenance of the interior and exterior of the Leased Premises.

3.8 Obligation to Refrain from Discrimination. Tenant covenants and agrees for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person, or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12936.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises nor shall the Tenant, itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, subtenants, sublessees or vendees in the Leased Premises.

3.9 Waste and Nuisance. Tenant shall not commit any waste on or about the Leased Premises, nor commit or maintain any public or private nuisance on or about the Leased Premises. Tenant shall use its best efforts to prevent any third party from committing any waste on or about the Leased Premises, or from committing any public or private nuisance on or about the Leased Premises. As used herein, "on or about the Leased Premises" shall include, but shall not be limited to, all sidewalks, alleyways, and gutters abutting the Leased Premises and adjacent property at 507 and 509 S Vicentia.

3.10 Compliance with Laws, Rules, Regulations. Tenant shall at all times comply with the requirements of local, state and federal laws, rules, orders and regulations now in force or which may hereinafter be in force ("Regulations"). In order to comply with the Regulations, Tenant shall obtain, at its sole cost and expense, all licenses, permits and approvals that the Regulations require for the use or operation of the Leased Premises. The Tenant shall maintain all licenses, permits and approvals throughout the Term of this Agreement.

3.11 Use of Leased Premises.

3.11.1 Tenant's Personnel and Invitees. Tenant shall be responsible for the use of the Property, including without limitation, the Leased Premises, by the Tenant and its owners, officers, employees, agents, guests, invitees, customers and others who enter the Property on behalf of or in connection with Tenant's presence or activities under this Agreement ("Tenant's Personnel and Invitees").

3.11.2 General Rule. Tenant shall use and occupy the Leased Premises only for the Specific Use and no other purpose. Changes in Specific Use of the Leased Premises must be submitted for approval by Landlord, prior to any change. Tenant shall also not occupy or use, or permit the Leased Premises or any part thereof to be occupied or used, for any unlawful or illegal business, use or purpose, nor for any business, use or purposes which is disreputable or extra-hazardous. Tenant shall immediately, upon discovery of any such unlawful, illegal, disreputable or extra-hazardous use, take all necessary steps,

legal and equitable, to compel the discontinuance of such use and to oust and remove occupants or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use.

3.11.3 Sale and/or Use of Alcohol. Tenant agrees that it shall not allow for the sale or use of alcoholic beverages on the Leased Premises at any time, or in any manner, without first obtaining prior written consent of the Landlord allowing for such sale and/or use. Tenant's failure to strictly adhere to this provision shall result in Tenant immediately being declared in material breach of this Agreement.

3.11.4 No Smoking. Tenant agrees that it shall not allow the combustion of tobacco or any other substance in a cigar, cigarette, pipe or any similar smoking device in any area of the Leased Premises. In accordance with Chapter 8.02 of the Corona Municipal Code (Smoking Regulations In City Facilities and Vehicles), smoking shall be prohibited inside of, and within an outdoor area which is within 20 feet of a main exit, entrance or operable window of any building owned, leased or occupied by the Landlord. Tenant agrees that it shall take all reasonable steps to ensure that Tenant's Personnel and Invitees shall comply with this provision.

3.12 Common Areas. Not applicable.

3.13 Vehicle Parking. Tenant and Tenant's Personnel and Invitees may park in accordance with all applicable laws, rules and regulations, including, but not limited to, the Corona Municipal Code.

3.14 Repairs and Maintenance.

3.14.1 Obligations of Tenant. Tenant shall, at Tenant's expense, maintain, repair and replace, and keep in good and safe condition, all portions of the Leased Premises not required to be maintained, repaired or replaced by Landlord as provided in Section 3.14.2.

3.14.2 Obligations of Landlord. Landlord shall, at Landlord's expense, maintain, repair and replace, and keep in a good and safe condition the following (i) the roof, foundation, exterior walls and all structural components of the Property and the Leased Premises, except all windows and window frames which shall be the responsibility of Tenant; and (ii) the plumbing, electrical wiring and systems, and the heating, ventilating and air conditioning systems, except for routine maintenance or repair of such items solely within the Leased Premises. The foregoing obligations of Landlord shall not apply to any damage to the Leased Premises or the Property arising as a result of the willful acts or negligence of Tenant, its employees, agents, invitees or assigns, the repair or restoration of which shall be the sole responsibility of Tenant.

3.14.3 Exterior Grounds (Landscape Services) & Surrounding Area. In addition to any other maintenance obligation herein, Tenant shall be responsible to do the following: (1) maintain all exterior portions of the Property free and clear of overgrown vegetation, waste, and other trash by conducting a minimum of biweekly landscape services; and (2) after providing food service or meals at its other nearby City leased property, 507 & 509 S. Vicentia ("Service Property"), inspect all areas surrounding the Premises and Service Property, including the sidewalk and parkways along Vicentia and abutting alleyway, and shall dispose of any and all waste resulting from Tenant's activities.

3.14.4 Graffiti. In addition to any other maintenance obligation herein, Tenant shall be responsible for the prompt removal of any graffiti on the Leased Premises after Tenant is provided notice that graffiti is present thereon. Within forty-eight (48) hours after Tenant is provided notice that graffiti is present on the Leased Premises, Tenant shall remove any graffiti by either painting over the vandalized area with a paint that has been color-matched to the surface on which the paint is applied, or by use of solvents, detergents or water as appropriate. If such graffiti is not removed within the required forty-eight

(48) hours by Tenant, Landlord shall have the right to enter on or upon the Leased Premises to remove the graffiti. Tenant shall reimburse any sum expended by Landlord to remove the graffiti. For assistance with graffiti remediation, the tenant may also report the graffiti to the City of Corona's Graffiti Hotline (currently, the telephone number is 951-736-2241).

3.14.5 Signs. All signs and graphics of every kind visible from public view corridors, or the exterior of the Property will be subject to Landlord's prior written approval, and will be subject to any applicable governmental laws, ordinances and design standards. Tenant must remove all signs and graphics prior to the termination of this Agreement, unless otherwise directed by Landlord.

### 3.15 Condition of Leased Premises.

3.15.1 As-Is. Tenant acknowledges that it previously examined the Leased Premises and agrees to continue its possession of the Leased Premises in an AS-IS condition. Tenant acknowledges and agrees that Landlord has made absolutely no representations, guarantees or warranties regarding the Leased Premises, nor has Landlord made representations, guarantees or warranties regarding whether the Leased Premises and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the commencement of this Agreement.

3.15.2 Certified Access Specialist Disclosure. As required by Civil Code Section 1938, in executing this Agreement Tenant is on notice that the Property, including the Leased Premises, has not undergone inspection by a Certified Access Specialist.

3.15.3 Seismic Conditions. Tenant understands and acknowledges that: (i) the Property and any improvements thereon, including the Leased Premises were constructed more than thirty years prior to the execution of this Agreement, and has not undergone seismic reinforcement or seismic upgrades; (ii) the Property, including the Leased Premises, may contain mold, bird excrement, and/or other conditions common to older structures; and (iii) the indemnification and hold harmless provisions of this Agreement are applicable to claims and causes of action arising out of the condition of the Leased Premises and the Property. Landlord shall have no liability to Tenant or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Property and/or Leased Premises on behalf of or in connection with Tenant's presence or activities under this Agreement arising out of or due to the use of the Leased Premises or the Property by any person.

3.15.4 Lead Presence. Tenant understands and acknowledges that: (i) in or about 2003, Landlord discovered and informed Tenant about the presence of lead contaminants on the structure and in the soil at the Property; (ii) Landlord hired a lead based paint consultant and a lead abatement contractor and lead-based paint dust and soil clearance sampling was performed at the Property pursuant to procedures contained in the U.S Department of Housing and Urban Development (HUD), "Guidelines for the Evaluation and Control of Lead-based Paint Hazards in Housing"; (iii) dust and soil samples were collected by State of California Department of Health Services; (iv) on or about October 7, 2003, Landlord received a lead-based paint clearance from the Riverside County Department of Public Health; (v) in or about 2003 Tenant was aware of and was provided with available records and reports pertaining to the lead contaminants and related issues at the Property; (vi) Tenant can request from Landlord any records and reports pertaining to the lead contaminants and related issues at the Property that Landlord may still have in its possession; (vii) since it is possible that some amount of Lead can still be located at the Property, with respect to any maintenance, repair or other activities that it undertakes at the Property, Tenant shall take all precaution (*including not opening any windows under any circumstances*) and follow all applicable laws, rules and regulations pertaining to any lead contaminants and related issues at the Property; and (viii) the provisions of Section 3.21 (Assumption of Risk, Waiver, and Landlord's Non-

liability) and Section 3.22 (Indemnification) shall expressly apply to the information provided in and the obligations undertaken by Tenant in this section.

3.16 Keys and Security Alarm. Tenant has received one (1) set of keys for the Leased Premises. Tenant understands that each time a key is lost, Tenant will be charged One Hundred Dollars (\$100.00) for replacing the lock/key set. Tenant shall not make copies of any keys for the Leased Premises. Tenant shall have the right to install and maintain at Tenant's sole cost and expense, a security alarm system for the Leased Premises. Tenant understands that installation of the alarm system must comply in all respects with the provisions of the City of Corona Municipal Code, Chapter 8.30 Corona False Alarm Ordinance and this Agreement. Tenant further understands that upon installation of any security system, contact information must be given to Landlord's representative for the Leased Premises.

3.17 Damage or Destruction of Leased Premises. Unless as the result of negligence or intentional unlawful act of Tenant, if during the term of this Agreement, any portion of the Leased Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Leased Premises untenable, the obligations under this Agreement may be suspended while such portion of the Leased Premises remains untenable. In the event of such damage, Tenant shall give Landlord notice of such untenable conditions and the Landlord shall elect in its sole discretion, whether to repair the Leased Premises or to cancel this Agreement with respect thereto. Landlord shall notify Tenant in writing of its election within thirty (30) days after service of notice by Tenant. In the event that Landlord elects not to repair the Leased Premises or portion thereof, this Agreement shall be deemed canceled as of the date the damage occurred with respect to the applicable portion(s).

3.18 Alterations, Additions and Improvements. Tenant may not make any alterations, improvements or additions in, on or about any of the Leased Premises, including but not limited to Tenant's occupied portion, without first submitting detailed plans and drawings of proposed work to Landlord, obtaining Landlord's prior written consent and obtaining building permits as required by the Corona Municipal Code, except as expressly provided for in this Agreement. Unless expressly provided for herein or consented to in writing by Landlord, Tenant and Tenant's Personnel and Invitees shall not attach or affix any item to the walls of the Property.

3.18.1 Fixtures. Should any alterations to the Leased Premises become fixtures under California law those items shall at once become a part of the realty and belong to Landlord. However, Landlord may, in its sole discretion, require Tenant to remove any alterations, fixtures, or other tenant improvements prior to vacating the Leased Premises. Tenant shall be responsible for repair for any damage caused by said removal.

3.18.2 No Liens. Tenant shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by the Tenant, and Tenant shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Landlord shall constitute a default of this Agreement.

3.18.3 Removal of Liens. At its election, but without having any obligation to do so, the Landlord may pay such liens not so removed by the Tenant and the Tenant shall, within ten (10) days following the receipt of written request from the Landlord, reimburse Landlord for all such costs incurred by Landlord with respect to the removal of such liens.

3.19 Entry and Inspection. Except for in the case of an emergency, Tenant shall permit Landlord or Landlord's agents to enter the Leased Premises at all times upon reasonable prior oral or written notice for the purpose of inspecting the Leased Premises, for necessary repairs, restorations and

replacements to the Leased Premises as set forth above, and for otherwise determining Tenant's compliance with this Agreement. In the case of an emergency, Landlord shall be permitted to immediately enter the Leased Premises, without any prior notice to Tenant. Landlord shall reasonably cooperate with Tenant in an effort to avoid disrupting Tenant's normal business activities.

3.20 No Assignment and Subletting Allowed. Tenant shall not sell, assign, sublease, mortgage, pledge, hypothecate or otherwise transfer this Agreement or any right therein, nor make any total or partial sale, assignment, sublease, mortgage, pledge, hypothecation or transfer in any other mode or form of the whole or any part of the Leased Premises.

3.21 Assumption of Risk, Waiver, and Landlord's Non-liability. To the maximum extent allowed by law, except for Landlord's willful or actively negligent acts, Tenant assumes any and all risk of loss, damage or injury of any kind to any person or property which is in, on or about the Leased Premises. Tenant's assumption of risk shall include, without limitation, loss or damage caused by defects within the Leased Premises or any fixture therein, accident, fire or other casualty on the Leased Premises. To the maximum extent allowed by law, except for Landlord's willful or actively negligent acts, Tenant hereby waives all claims and demands against Landlord and its officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Tenant sustained by Tenant or any person claiming to be Tenant resulting from any occurrence on or about the Leased Premises.

Tenant has been advised by its legal counsel concerning the content and effect of California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Tenant hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section shall survive the termination of this Agreement.

LT Tenant's Initials

3.22 Indemnification. To the fullest extent permitted by law, Tenant agrees to defend, indemnify and hold harmless Landlord and its officials, officers, employees, volunteers and agents (collectively, "Indemnified Parties") from and against any and all claims, suits, actions or other proceedings of every kind relating to or arising from Tenant's possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises, or any portion thereof, specifically including, without limitation, any loss, action, damages, liability, or expense (including attorneys' fees) arising by reason of: (i) the death or injury of any person or persons, including Tenant or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Property and/or Leased Premises on behalf of or in connection with Tenant's presence or activities under this Agreement, or by reason of the damage or destruction of any property, including property owned by Tenant or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Property and/or Leased Premises on behalf of or in connection with Tenant's presence or activities under this Agreement, and caused or allegedly caused by either the condition of said premises, or some act or omission on the Leased Premises of the Tenant or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Property and/or Leased Premises on behalf of or in connection with Tenant's presence or activities under this Agreement; (ii) the willful or negligent act or omission of Tenant or its owners, officers, employees, agents, guests, invitees, customers and others who enter the Property and/or

Leased Premises on behalf of or in connection with Tenant's presence or activities under this Agreement, including without limitation any subtenants (if applicable); (iii) the breach, default, violation or nonperformance of this Agreement by Tenant; (iv) the Tenant's failure to comply with any requirement of local, state or federal law or any requirement imposed by Landlord or by any duly authorized governmental agency or political subdivision. Tenant must pay, satisfy and discharge any and all money judgments that may be recovered against any Indemnified Party in connection with the foregoing. Tenant's obligation hereunder shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

3.23 Duty to Defend. Upon written request from an Indemnified Party, Tenant shall defend (with counsel acceptable to that Indemnified Party, in the Indemnified Party's reasonable discretion, and at Tenant's sole cost and expense) any claim, suit, action or other proceedings covered by Section 3.23. Tenant shall pay or satisfy all reasonable costs, fees or expenses of any kind incident to such defense or incident to enforcing this defense and indemnity obligation, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, expert or other consultant fees, settlement payments, and amounts paid in satisfaction of any judgment, award or decree that may be rendered against an Indemnified Party. Tenant shall specifically and expressly be obligated to reimburse any Indemnified Party for the cost of any settlement paid by any Indemnified Party, whether paid for themselves or on behalf of another Indemnified Party, as part of any such claim, suit, action or other proceeding. Tenant's obligation hereunder shall survive termination or expiration of this Agreement, and shall not be restricted to insurance proceeds, if any, received by any Indemnified Party.

3.24 Subordination. This Agreement is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying lease and the lien of any mortgage or deed of trust and all renewals, modifications, consolidations, replacements and extensions of any of the foregoing, that may now exist or hereafter be executed by Landlord affecting the Property, or any part thereof, or Landlord's interest therein, without the necessity of executing any instrument to effectuate such subordination; provided, however, upon Landlord's request, Tenant, or Tenant's successor-in-interest, shall execute and deliver any and all instruments desired by Landlord evidencing such subordination in the manner requested by Landlord. Notwithstanding the foregoing, Landlord or the holder shall in its respective discretion, have the right to subordinate any such interests to this Agreement. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or conveyance in lieu of foreclosure is made for any reason, Tenant shall attorn to the successor-in-interest to Landlord, at the option of such successor-in-interest. The provisions of this Section shall be self-operative and no further instrument shall be required. Tenant agrees however, to execute and deliver, upon demand by Landlord and in the form requested by Landlord, any additional documents evidencing the priority or subordination of this Agreement.

3.25 Hazardous Materials Prohibited. The use, generation, storage or disposal of Hazardous Materials on the Leased Premises is strictly prohibited, and any such use, generation, storage, or disposal shall result in a default and termination of this Agreement. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq.; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

disease. If the Tenant maintains higher limits than the minimums shown above the Landlord requires and shall be entitled to coverage for the higher limits maintained by the Tenant.

4.2.2 Fire Legal Liability and Extended Coverage. Tenant shall also procure and maintain, at its own expense, for the duration of this Agreement fire legal liability and extended coverage insurance for Tenant's fixtures, goods, wares, or personal property on or in the Leased Premises.

4.2.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Tenant or the primary insured shall provide endorsements on forms supplied or approved by the Landlord to add the following provisions to the insurance policies:

(a) General Liability. The general liability policy shall be endorsed to state that: (A) the Landlord, its directors, officials, officers, employees, volunteers and agents shall be covered as additional insurers with respect to the possession, use, occupancy, management, operation, repair, maintenance or control of the Leased Premises by the Tenant and its officers, officials, agents, representatives, volunteers or employees; and (B) the insurance coverage shall be primary insurance with respect to the Landlord, its officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Tenant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Landlord, its directors, officials, officers, employees, volunteers and agents shall be excess of the Tenant's insurance and shall not be called upon to contribute with it.

(b) Automobile Liability. No endorsement required.

(c) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Landlord, the City and their directors, officials, officers, employees, volunteers and agents for losses paid under the terms of the insurance policy which arise from work performed by the Tenant.

(d) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, or canceled except after thirty (30) days prior written notice has been given to the Landlord or ten (10) days if cancellation is due to non-payment of premium, provided that if a thirty (30) days' notice of cancellation endorsement is not available Tenant shall notify Landlord of this unavailability in writing and shall forward any notice of cancellation to the Landlord within two (2) business days from date of receipt by Tenant; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Landlord, its directors, officials, officers, employees, agents, and volunteers. Tenant's failure either to obtain an endorsement providing thirty (30) days prior written notice of cancellation endorsement or to forward the Landlord any notice of cancellation issued to Tenant shall be considered breach of contract.

4.2.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Landlord, the City and their directors, officials, officers, employees, volunteers and agents.

4.2.5 Deductibles and Self-Insurance Retentions. Landlord may require that any deductibles or self-insured retentions must be declared to and approved by the Landlord. Tenant shall ensure that, at the option of the Landlord, either: (A) the primary insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Landlord, its directors, officials, officers, employees and agents; or (B) the primary insured shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.



4.2.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:IV, licensed and admitted to do business in California, and satisfactory to the Landlord.

4.2.7 Verification of Coverage. Tenant shall furnish Landlord with original certificates of insurance and endorsements affecting coverage required by this Agreement on forms satisfactory to the Landlord. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Landlord if requested. All certificates and endorsements must be received and approved by the Landlord. The Landlord reserves the right to require complete, certified copies of all required insurance policies, at any time.

## 5. TERMINATION

5.1 Termination. Either Party may terminate this Agreement, for any or no reason, by providing written notice to the other Party at least sixty (60) calendar days prior to the desired date of termination.

## 6. ENFORCEMENT OF AGREEMENT

6.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Riverside, California, regardless of the order of the signatures of the Parties affixed hereto. Any litigation or other legal proceedings that arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Riverside, California. Tenant consents to the personal jurisdiction and venue in federal or state court located within or for the County of Riverside, California and hereby waives any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

6.2 Default. In the event Tenant fails to comply with all the terms and conditions of this Agreement, in addition to any other remedy provided for herein or available at law or in equity, Tenant shall pay to Landlord all Deferred Rent within fifteen (15) days of Termination of this Agreement.

6.3 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Landlord's consent or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act of Tenant. Any waiver by any Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by that Party, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.5 Legal Action. In addition to any other rights or remedies, any Party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

6.6 Attorneys' Fees. If any Party commences an action against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs of suit from the losing Party.

## 7. MISCELLANEOUS PROVISIONS

7.1 Construction; References; Captions. Since the Parties or their agents have reviewed this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Tenant include all personnel, employees, agents, and subcontractors of Tenant, except as otherwise specified in this Agreement. All references to Landlord include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

7.2 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

7.3 Notice. Any notice, demand, request, consent, approval, communication either Party desires or is required to give the other Party or any other person shall be in writing and either served personally, email, or sent by prepaid, first-class mail to the address set forth below. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section. Notices transmitted by electronic mail transmission shall be deemed delivered upon being sent, but only if no message of unavailability or undeliverability is received. If notice is deemed received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day. Any notices required to be given by Landlord under this Agreement, including but not limited to those required pursuant to Section 5, shall be in lieu of, and not in addition to, the notices required by California's Unlawful Detainer Statutes (Civil Code of Procedure section 1161 et seq.).

Landlord:

Jacob Ellis  
City Manager  
City of Corona  
400 S. Vicentia Avenue  
Corona, CA 92882  
Email:  
[jacob.ellis@coronaca.gov](mailto:jacob.ellis@coronaca.gov)

Tenant:

Kathy Fichtelman  
Chairman  
Corona-Norco Settlement House  
507 S. Vicentia Avenue  
Corona, CA 92882  
Email:  
[kathy4442@sbcglobe.net](mailto:kathy4442@sbcglobe.net)

7.4 Integrated Agreement. This Agreement contains all of the agreements of the Parties and all previous understanding, negotiations and agreements are integrated into and superseded by this Agreement.

7.5 Amendment. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties.

7.6 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

7.7 Exhibits. All exhibits attached hereto are hereby incorporated by reference as if fully set out in the body of this Agreement.

7.8 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder.

7.9 Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

7.10 Independent Representation by Counsel. The Parties represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel, concerning the nature, extent and duration of their rights and claims hereunder, and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Agreement, by any representations, statements or omissions pertaining to any of the matters herein contained by any Party or by any persons representing any Party.

7.11 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and the Landlord's heirs, successors and assigns.

7.12 Memorandum of Lease. The Landlord may record in the Riverside County Recorder's Office this Agreement or a memorandum of this Agreement in a form approved by the City Attorney, which memorandum shall be lawfully executed by Tenant upon request by Landlord.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR  
CITY OF CORONA – 511 S. VICENTIA  
LEASE AGREEMENT  
(SETTLEMENT HOUSE - STORAGE)**

**CITY OF CORONA**

By: \_\_\_\_\_  
Jacob Ellis  
City Manager

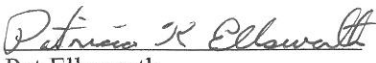
Attest: \_\_\_\_\_  
Sylvia Edwards

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dean Derleth  
City Attorney

**CORONA-NORCO SETTLEMENT HOUSE**  
a California Non-Profit Public Benefit Corporation

By:   
Kathy Fichtelman  
Chairman

By:   
Pat Ellsworth  
Treasurer