

**AGREEMENT TO TERMINATE THE
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CORONA FIRE FIGHTERS ASSOCIATION)**

1. PARTIES AND DATE.

This Agreement to Terminate the City of Corona Historic Civic Center Lease Agreement ("Termination Agreement") is made and entered into this 4th day of April, 2018 by and between the City of Corona ("City") and Corona Firefighters Association, a not-for-profit organization ("Lessee"). City and Lessee are sometimes individually referred to as "Party" and collectively as "Parties" in this Termination Agreement.

2. RECITALS.

2.1 Agreement. City and Lessee entered into the current City of Corona Historic Civic Center Lease Agreement dated February 12, 2014 ("Agreement"), whereby City agreed to provide lease space to Lessee in its property commonly referred to as the "Historic Civic Center."

2.2 First Amendment. City and Lessee entered into that certain First Amendment to the City of Corona Historic Civic Center Lease Agreement dated April 5, 2017 ("First Amendment") to extend the Term for three (3) years, commencing retroactively February 12, 2017 through February 28, 2019, and to delegate to the Community Development Director, or his/her designee, the authority to extend the Term an additional two (2) years under certain terms and conditions..

2.3 Termination. City and Lessee now desire to provide for the mutually acceptable early termination of the Lease and the return of the Leased Premises to Lessor.

3. TERMS.

3.1 Termination Date. City and Lessee agree that the Agreement shall terminate on April 1, 2018 ("Termination Date"). Not later than the Termination Date, Lessee shall quit the Leased Premises and shall surrender and return the Leased Premises to City in the same condition as delivered to Lessee, reasonable wear and tear excepted. Lessee shall also return to City all keys provided to Lessee by City for the Leased Premises. Lessee hereby agrees that City has no obligations in favor of Lessee under the Lease on and after the Termination Date.

3.2 Security Deposit. After inspecting the Leased Premises and determining that there are no amounts owed by Lessee under the Agreement, City shall return the total amount of the Security Deposit collected under Section 3.4 of the Agreement, in the sum of FOUR HUNDRED TWENTY-SIX AND EIGHTY-EIGHT CENTS (\$426.88).

3.3 Key Deposit. City shall keep the total amount of the key deposit provided for in Section 3.17 of the Agreement, in order to offset the costs associated with rekeying the Leased Premises.

3.4 Obligations. City and Lessee agree that each shall continue to perform their respective obligations contained in the Lease including, but not limited to, Lessee's obligation to pay rent, through the Termination Date, and that any obligations which are intended to survive termination or expiration of the Lease shall so survive.

3.5 Successor and Assigns. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

3.6 Entire Agreement. This Termination Agreement shall constitute the final agreement and understanding of the Parties on the subject matter hereof.

3.7 Amendments. The Agreement may be modified only by a further writing duly approved and signed by the Parties.

3.8 Attorney's Fees. If any legal action is taken to enforce the terms of this Agreement by any Party, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in connection with that legal action.

3.9 Counterparts. This Termination Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING 2 PAGES]

LANDLORD'S SIGNATURE PAGE FOR
AGREEMENT TO TERMINATE THE
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CORONA FIREFIGHTERS ASSOCIATION)

IN WITNESS WHEREOF, the Parties have entered into this Termination Agreement as of the first date herein written above.

CITY OF CORONA

By: _____
Darrell Talbert
City Manager

Attest: _____
Patty Rodriguez
Interim City Clerk

TENANT'S SIGNATURE PAGE FOR
AGREEMENT TO TERMINATE THE
CITY OF CORONA - HISTORIC CIVIC CENTER LEASE AGREEMENT
(CORONA FIREFIGHTERS ASSOCIATION)

IN WITNESS WHEREOF, the Parties have entered into this Termination Agreement as of the first date herein written above.

CORONA FIREFIGHTERS ASSOCIATION
a California non-profit corporation

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)