

LEASE AGREEMENT FOR OFFICE SPACE AT 14092 LAKESHORE DRIVE IN CLEARLAKE

This LEASE AGREEMENT is made and entered into by and between Sam Polo and the County of Lake, through its Lake County Behavioral Health Services, hereinafter referred to respectively as "LESSOR" AND "LESSEE", without regard to number or gender.

1. TERM

The term of this lease shall be for a period commencing on September 1st, 2019 and ending July 1st, 2022, unless earlier terminated as hereinafter provided.

2. AGREEMENT

LESSOR hereby leases to LESSEE, and LESSEE leases from LESSOR on terms and conditions hereinafter set forth, those certain premises situated in the city of Clearlake, County of Lake, State of California, described as follows:

The office space totaling three thousand four hundred and four (3,404) square feet, and parking spaces located at 14092 Lakeshore Drive, Clearlake, CA. Said space is equipped with two (2) restroom facilities. Parking facilities include two (2) lots in front and back of building for general parking. LESSEE's use of said space shall include the use of Main Street Bar and Grill overflow parking area located just down the street as needed. Such use will be prearranged with Lessor.

LESSOR agrees to make the following repairs and remodels listed below before September 1st, 2019:

LESSOR will clean carpets, replacing one area of carpet in the center of the building. LESSOR will provide a contractor to build two offices; LESSEE will absorb cost of this and provide a drawing. LESSOR agrees that sealing off the side gate and adding privacy to the back fence is acceptable; LESSEE agrees to provide contractor and absorb cost. LESSOR will repair the air conditioner unit in the front of the building.

Additional agreements regarding alterations to existing building:

LESSOR agrees that murals painted on walls by LESSEE are acceptable. LESSOR agrees that relevant signage on windows and/or building placed by LESSEE is acceptable.

3. RENT

LESSEE agrees to pay LESSOR as a monthly rent, a sum of three thousand one hundred and seventy dollars and twenty cents (\$3,170.20), payable in advance, in one (1) payment on the first day of each calendar month. All rent shall be paid to LESSOR at the address to which notices to LESSOR are given.

LESSOR will pay all taxes, insurance, water and trash.

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4. PURPOSE OF LEASE

The premises are hereby leased to LESSEE for LESSEE's exclusive use of the facility for conducting business of the County of Lake. LESSEE shall not make, or suffer to be made, any alteration of the leased premises or any part thereof, except removable fixtures and partitions, without the written consent of said LESSOR first had and obtained; provided further that upon the termination of the Agreement of any extension thereof, said fixtures and partitions shall become the property of said LESSEE and shall be removed by said LESSEE, provided that in so doing, said leased premises shall be restored to their original condition, reasonable wear and tear excepted.

LESSEE shall keep the leased premises free from any liens arising out of any work performed, materials furnished or obligations incurred by LESSEE.

5. UTILITIES

LESSEE shall pay for all gas, heat, light, power, telephone and all other services, except water and trash, supplied to the leased premises. LESSOR shall provide and pay for taxes, insurance, water and trash service to the leased premises.

6. REPAIRS

LESSEE shall, at its own expense and cost, keep and maintain the interior of the leased premises and every part thereof in a clean and sanitary condition. LESSOR shall, at its own cost and expense, maintain the roof, windows, doors, exterior walls, heating and cooling facilities, plumbing, water heater and appliances in good repair throughout the term of the Lease and any extensions thereof. LESSOR shall guarantee service or maintenance within twenty four (24) hours from the time LESSEE requests services. Should LESSOR not perform a guaranteed service within the time specified, LESSEE shall have the right to schedule said service or maintenance at the cost of the LESSOR.

7. LANDSCAPING AND PARKING

LESSOR shall maintain exterior landscaping and parking facilities of leased premises.

8. ENVIRONMENTAL COMPLIANCE

To the best of LESSOR's knowledge and belief, there are no existing violations of any federal, state or local environmental laws and regulations and amendments thereto. LESSOR shall indemnify and hold LESSEE harmless from and against any and all damages, penalties, fines, claims, costs, (including clean-up costs) and expenses suffered or asserted by LESSEE as a direct or indirect result of any preexisting condition prior to the occupancy of the premises by LESSEE. LESSEE in the same manner as described above agrees to hold LESSOR harmless should any violation as described above be caused or allowed to be caused by the LESSEE.

9. INSPECTION OF PREMISES

LESSOR, or its duly authorized representatives or agents, may enter upon the leased

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premises during business hours after giving LESSEE twenty-four (24) hour notice. LESSOR may enter for the purpose of determining whether LESSEE is complying with the terms and conditions of the lease or to make such repairs, alterations, additions, and improvements as required by the lease or by the law. LESSOR may place on the premises any usual or ordinary "FOR SALE" signs, without any rebate of rent or without any liability to LESSEE of any loss of occupation or quiet enjoyment of the premises thereby occasioned; and LESSEE shall permit LESSOR at any time within thirty (30) days prior to the expiration of this lease, to place upon the leased premises any usual or ordinary "TO LET" or "TO LEASE" sign.

10. DESTRUCTION OF PREMISES

In the event of a partial destruction of the leased premises during the term from any cause, LESSOR shall forthwith repair the same, providing such repairs can be made within forty five (45) days, but such partial destruction shall in no way annul or void this Lease, except that LESSEE shall be entitled to a proportionate deduction of rent while such repairs are being made. Such proportionate deduction shall be based upon the extent to which the making of such repairs shall interfere with business carried on by LESSEE in the leased premises. If such repairs cannot be made within forty-five (45) days, LESSOR, may, at its option, make same repairs within a reasonable time, at the cost of LESSOR, this Lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided. In the event that LESSOR does not so elect to make such repairs which cannot be made in forty-five (45) days, this Lease may be terminated at the option of either party. Nothing herein contained shall be construed as constituting a waiver by LESSEE of its right to terminate the LEASE on such destruction as provided in Section 1932, Subdivision 2, or Section 1933, Subdivision 4, of the California Civil Code in lieu of requiring LESSOR to restore the premises as herein provided.

In the event that the building in which the leased premises are situated is destroyed to the extent of not less than thirty-three and one third (33-1/3%) percent of the replacement cost thereof, LESSOR may elect to terminate this Lease. A total destruction of the building in which the leased premises is situated shall terminate this Lease.

11. HOLDING OVER

In the event LESSEE should hold over after the expiration of the term of this lease or any extension thereof, with the consent of the LESSOR, such holding over shall be deemed a month-to-month tenancy of the same terms, covenants, and conditions so far as applicable as herein contained, except the rent shall be the same as the monthly installment rate of the immediately preceding leased period, until such tenancy is terminated in a manner prescribed by law.

12. ASSIGNMENT

LESSEE, shall neither assign this Lease nor sublet the leased premises without first obtaining the written consent of LESSOR to do so, provided, however, that LESSOR shall not arbitrarily or unreasonable refuse to grant consent to such assignment or subletting.

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13. HEIRS

This Lease shall be binding upon the heirs, executor, administrators, successors and assigns of the LESSOR.

14. ATTORNEY'S FEES

In the event that suit shall be brought with respect to any of the provisions of this Lease, the prevailing party shall recover from the non-prevailing party a reasonable attorney's fee which shall be fixed by the court.

15. MODIFICATION

This Lease may only be modified by a written amendment hereto, executed by both parties; however, matters which do not affect the agreed price may be modified by mutual written consent of LESSOR and LESSEE

16. NOTICES

All notices to be given pursuant to the terms of the Lease, whether required by this Lease or by California law, shall be deemed given when deposited in the United States mail, postage prepaid, and addressed to as follows:

To Lessor: Sam Polo
PO Box 3352
Clearlake, CA 95422

To Lessee: Lake County Behavioral Health Services
Attn: Behavioral Health Director
PO Box 1024
Lucerne, CA 95458

17. SURRENDER OF PREMISES

LESSEE agrees at the expiration of the term of this Lease, or any extension thereto, or upon the earlier termination thereof for any reason, to quit and surrender said premises to LESSOR in as good a state and condition as said premises are in when possession thereof is given to LESSEE, reasonable wear and tear and damage by the elements or an act of God excepted, and LESSEE agrees at the expiration of the leased term hereof or any prior termination thereof to remove or cause to be removed any and all signs that have been placed upon, in or about the premises by LESSEE and to repair and restore the premises to the same condition prior to the time of placing said signs upon, in or about the premises by LESSEE, reasonable wear and tear and damage by the elements excepted.

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18. ABANDONMENT PREMISES

LESSEE shall not vacate or abandon the leased premises at any time during the term of this lease.

19. TERMINATION

This Lease may be terminated:

- a. At any time upon mutual consent of both parties to the Lease.
- b. By either party upon failure of the other party to comply with the Terms and Conditions of this Lease provided, however, that thirty (30) day written notice shall be given to the other party.
- c. LESSEE reasonably believes that it will have a need for the demised premises for the duration of the original term and all renewal terms and that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the rental payments may be made. The parties acknowledge and agree that the obligation of LESSEE to make payments to LESSOR is contingent upon receipt of funds from the California Department of Social Services (CDSS) as well as County matching funds necessary to support local Social Services Operation. Both program activities and funding allocations are subject to immediate reduction or termination in the event of non-appropriation of such funds, LESSEE will terminate this Lease without termination charge or other liability except security deposit will be forfeited.

20. ADDITIONAL PROVISIONS

This Lease shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Lease supersedes all prior leases, amendments, agreements and all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Lease.

21. OPTION TO RENEW

LESSEE is hereby granted and, if not at the time in default under this Lease or any extension thereof, shall have an option to renew this Lease, under the same terms, covenants, and conditions so far as applicable as herein contained except that the rent provided for herein may be adjusted for each one year renewal period as agreed to by the parties.

22. INDEMNIFICATION- HOLD HARMLESS

LESSOR shall indemnify and defend County and its offices, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with

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IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on 3rd day of Sept. 2019.

“This lease in section 11 provides for automatic renewal from month-to-month if the Lessee remains in possession after the date of the expiration of this lease.”

COUNTY OF LAKE

LESSOR

CHAIR, Board of Supervisors


SAM POLO

ATTEST: CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT

By: _____

County Counsel
By: 