

**LEASE AGREEMENT BETWEEN LAKE COUNTY
WATERSHED PROTECTION DISTRICT AND**

This Lease Agreement Between Lake County Watershed Protection District and _____ (“Lease”) is made and entered into this ____ day of _____ **2026**, by and between the COUNTY OF LAKE, a political subdivision of the State of California, hereinafter referred to as "LESSOR" and the _____, hereinafter referred to as "LESSEE", who agree as follows:

LESSOR hereby Leases to LESSEE, and LESSEE hires from LESSOR on the terms and conditions hereinafter set forth, Leased Premises as defined below.

1. DEFINITIONS.

“Leased Premises” means that real property located at 3600 E. Highland Spring Rd., Lakeport, CA 95453.

2. TERM.

The term of this Lease shall be for a ten-year period commencing on _____, and ending on _____ unless earlier terminated as hereinafter provided.

3. CONSIDERATION.

LESSEE shall pay to LESSOR, as consideration for its use of the Leased Premises under the terms and conditions set forth herein, an annual rental of One Dollar (\$1.00) in advance on the first day of each calendar year during the term hereof.

4. USE OF LEASED PREMISES.

Except as hereinafter set forth in this Lease, LESSEE shall have the exclusive use of the Leased Premises. No use shall be made or permitted to be made of the Leased Premises, nor acts done, which will increase the existing rate of fire insurance upon the Leased Premises or any part thereof, nor shall LESSEE permit to be kept or used in or about the Leased Premises any article which may be prohibited by the standard form of fire insurance policies. LESSEE shall not commit or suffer to be committed, any waste upon the Leased Premises, or the maintenance of any nuisance thereon.

Unless otherwise provided in California Civil Code Section 54.2, or other law, no animal or pet shall be kept on or about the Leased Premises without the DISTRICTS prior written consent.

NO SMOKING of any substance is allowed on the Leased Premises. If smoking does occur on the Leased Premises, LESSEE is in material breach of the Agreement, and LESSEE, guests, and all others may be required to leave the Leased Premises. LESSEE is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris. LESSEE acknowledges that in order to remove odor caused by smoking, LESSOR may need to replace carpet and drapes and paint the entire Leased Premises regardless of when these items were last cleaned, replaced, or repainted.

5. ALTERATION TO LEASED PREMISES.

LESSEE shall not make, or suffer to be made, any alteration of the Leased Premises or any part thereof, without the written consent of said LESSOR first obtained; provided further, that upon the termination of this agreement, any fixtures and partitions which LESSEE installed, shall become the property of said LESSEE and shall be removed by said LESSEE within thirty (30) days of the expiration or termination of this Lease Agreement provided that in so doing, said Leased Premises shall be restored to its original condition. LESSEE shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by LESSEE.

6. MAINTENANCE AND REPAIRS TO LEASED PREMISES.

LESSEE shall properly use, operate and safeguard the Leased Premises, including, if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep the Leased Premises clean, sanitary and well ventilated. LESSEE shall replace any burned out or malfunctioning light bulbs. LESSEE shall immediately notify the LESSOR, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s), smoke alarms, and appliances. LESSEE shall be charged for all repairs or replacements caused by LESSEE's pets, guests, or licensees of LESSEE, excluding ordinary wear and tear. LESSEE shall be charged for all damages to Leased Premises as a result of failure to report a problem in a timely manner. LESSEE shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines. LESSEE shall water and maintain the garden, landscaping, trees, and shrubs. LESSEE shall not use the Leased Premises to plant, grow, cultivate, or sell cannabis or marijuana.

LESSEE shall, at its own expense and cost, keep and maintain the Leased Premises and every part thereof in a clean, safe, and sanitary condition. LESSEE shall, at its own expense and cost, maintain that area of the Leased Premises, in good condition and repair throughout the term of this Lease Agreement and any extensions thereof. Said maintenance shall include, but not be limited to, the windows, interior and exterior walls, plumbing, electrical, heating and cooling systems and appliances. LESSOR shall, at its own expense and cost, be responsible for maintaining the facility's Common Area, grounds, parking lot, roof and the building's structural integrity.

Within thirty (30) days of the expiration or termination of this Lease Agreement, the LESSEE shall be allowed to remove all appliances which LESSEE has purchased and which are not permanently attached to the Leased Premises.

7. UTILITIES.

During the term hereof, LESSEE shall pay for all utilities that serve the Leased Premises not outlined in the Caretaker Agreement.

8. INSURANCE.

LESSEE agrees to maintain, at LESSEE's own expense at all times during the course of this Lease, comprehensive general liability insurance coverage for bodily injury, personal injury and broad form property damage in an amount not less than three hundred thousand dollars (\$300,000) combined single-limit coverage per occurrence and naming the LESSOR, its officers, officials, employees, agents and volunteers as additional insureds.

LESSEE agrees to maintain, at LESSEE's own expense at all times during the course of this Lease, renter insurance coverage for personal property in an amount not less than twenty-five thousand dollars (\$25,000).

LESSEE shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles (Bodily Injury \$100,000 & Property Damage \$300,000) single limit coverage per occurrence.

LESSEE shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable fixtures, located in the Leased Premises.

If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of LESSEE or any of LESSEE's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and LESSEE shall be responsible for the costs of repair not covered by insurance.

9. DEFAULT.

If LESSEE has defaulted in respect to any of its obligations under this Lease Agreement, LESSOR shall notify LESSEE in writing, setting out in what respects LESSOR deems LESSEE to be in such default. If within 45 days after receipt of such notice, LESSEE has corrected the default alleged by the LESSOR, LESSEE shall not be deemed in default. Neither the service of said notice nor the doing of acts by LESSEE aimed to correct all or any of the alleged defaults shall be deemed an admission or presumption that LESSEE has failed in any respect to perform its obligation hereunder. If LESSEE fails to correct said default within the allowable time, LESSOR shall have the option to declare the Lease Agreement forfeited, and the same shall thereupon entirely cease; and it shall be lawful for LESSOR to re-enter and take possession of said Premises and remove all persons and property therefrom; and LESSOR.

10. HOLD HARMLESS.

LESSEE agrees to and shall defend, hold harmless and indemnify LESSOR and its officers, employees, and agents against all claims, losses, damages and liability for damages, including attorneys fees and other costs, whether for damage or loss of property, or injury to or death of person, including property of District, which is allegedly caused by (1) any cause whatsoever while such person or property is in or on said Leased Premises or in any way connected with said Leased Premises; (2) some condition of said Leased Premises or building or improvement on said Leased Premises; (3) some act or omission on said Leased Premises or LESSEE or any person in, on or about said Leased Premises of LESSEE or any person in, on or about said Leased Premises with the permission and consent of LESSEE; or (4) any matter connected with LESSEE's occupation and use of the Leased Premises.

LESSEE shall not, however, be responsible for or liable for the acts of activities of other persons or entities which utilize the Leased Premises by consent of LESSOR.

11. WAIVER.

No waiver by LESSOR at any time of any of the terms, conditions, covenants or agreements of this Lease Agreement shall be deemed or taken as a waiver at any time thereafter of any of the same, nor of the strict and prompt performance thereof by LESSEE.

12. TERMINATION.

This Lease Agreement may be terminated as follows;

- a. By mutual consent of the parties; or
- b. By either party upon material breach of the provisions of this agreement by the other party.
- c. By LESSOR upon thirty (30) days written notice to LESSEE.

Upon termination of the Lease, LESSEE shall:

- (i) Give LESSOR all copies of all keys; and
- (ii) Vacate and surrender PREMISES to DISTRICT, empty of all persons, pets, and personal property belonging to LESSEE; and
- (iii) Vacate any/all parking and/or storage space; and
- (iv) Clean and deliver the Leased Premises to LESSOR; and
- (v) Remove all debris; and
- (vi) Give written notice to LESSOR of LESSEE's forwarding address.

All alterations/improvements made by or caused to be made by LESSEE, with or without LESSOR's consent, become the property of LESSOR upon termination. LESSOR may charge LESSEE for restoration of the Leased Premises to the conditions it was prior to any alterations/improvements.

13. NOTICES.

All notices that are required to be given pursuant to the terms of this Lease Agreement shall be deemed given when deposited in the United States mail, postage prepaid, and address as follows:

LESSOR:
Lake County Watershed Protection District
255 N. Forbes St.
Lakeport, CA 95453

LESSEE:

14. SURRENDER OF LEASED PREMISES.

LESSEE agrees, at the expiration of the term of this Lease Agreement, or any extension thereto, or upon the earlier termination thereof, to quit and surrender the Leased 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 damage by the elements, or an act of God excepted.

15. TAXES.

Pursuant to Revenue and Taxation Code 107.6, notice is hereby given that this Lease Agreement may be a contract with a private party whereby a possessory interest subject to property taxation is created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. LESSEE shall pay any property taxes levied on any possessory interests on the Leased Premises.

16. INSPECTION OF LEASED PREMISES.

LESSOR, or its duly authorized representatives or agents, may enter upon Leased Premises for the purpose of determining whether LESSEE is complying with the terms and conditions of this Lease Agreement or to make such repairs, alterations, or improvements that are necessary or is required by law.

LESSEE represents that it has inspected the Leased Premises and has determined that said Premises are suitable for the use and purpose herein above specified and LESSEE accepts said Premises for said purposes in its "as is" condition.

17. ASSIGNMENT.

LESSEE shall not assign any interest in this Lease Agreement and shall not transfer any interest in the same without the prior written consent of LESSOR. Any attempt at assignment of rights under this Lease Agreement except those specifically consented to by both parties or as stated above shall be void. LESSOR shall not unreasonably withhold consent of any proposed assignment or transfer of interest if transferee is a senior services specific non-profit organization.

18. SEVERABILITY.

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

19. ATTORNEY'S FEES AND COSTS.

If any action at law or in equity is necessary to enforce or interpret the terms of this Lease Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

20. AMENDMENTS.

Any amendments or additions to this Lease Agreement by and between LESSOR and LESSEE shall have no effect on this Lease Agreement unless in writing and signed by all parties to this Lease Agreement and that the amendments or additions refer to this Lease Agreement.

21. ADDITIONAL PROVISIONS.

This Lease Agreement 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 Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject of this Lease. If any provision of this Lease is held to be unenforceable, the remainder of this Lease shall be severable and not affected thereby.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement between the Lake County Watershed Protection District and _____ on the day and year first written at Lakeport, California.

LESSOR
LAKE COUNTY WATERSHED PROTECTION DISTRICT

LESSEE

ATTEST: Susan Parker
Clerk of the Lake County Watershed Protection District

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel
