

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

PARKING LOT LEASE

35062

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3 1. RENTAL AGREEMENT. This Parking Lot Lease (this "Lease") is
4 entered into as of January 1, 2018 by and between ABBAS AND SHOREH TOUSI
5 ("Landlord"), and the CITY OF LONG BEACH ("Tenant").

6 2. LEASE OF PREMISES. Landlord hereby leases to Tenant and
7 Tenant hereby leases from Landlord, on a non-exclusive basis, approximately fourteen
8 (14) parking spaces in that certain parking lot commonly known as 421 E. Fourth Street,
9 Long Beach, California, as generally depicted on Exhibit "A", attached hereto and
10 incorporated herein by this reference ("Premises").

11 3. CONDITION OF PREMISES. Landlord currently operates the
12 Premises as a parking lot, and Tenant has inspected the Premises and accepts the
13 Premises in their current condition and otherwise "AS IS."

14 4. TERM OF LEASE. The term of this Lease (the "Term") shall
15 commence on January 1, 2018 and shall continue through December 31, 2020. Either
16 party may terminate this Lease upon at least thirty (30) days' advance written notice to the
17 other party.

18 5. RENT. The monthly rent shall be Seven Hundred Fifty Dollars (\$750),
19 payable in advance on the first of each calendar month for the term of this Lease.

20 6. USE OF PREMISES. Premises may be used for non-exclusive
21 vehicle parking by the general public and for no other use unless specifically stated in this
22 Lease or specifically authorized in writing by Landlord.

23 7. MAINTENANCE. Tenant shall pay for all costs related to its
24 occupancy of the Premises including day-to-day maintenance.

25 8. TENANT IMPROVEMENTS AND MODIFICATIONS. Tenant shall not
26 make any alterations, additions or improvements to the Premises without specific approval
27 by Landlord after first submitting to Landlord specific request for approval, including
28 working drawings where appropriate.

1 9. COMPLIANCE WITH LAW. Tenant shall, at its sole cost and expense,
2 promptly comply with all laws, statutes, ordinances and governmental rules and regulations
3 now in force or which may hereafter be in force, and with the requirements of any fire
4 insurance under writers or other similar body now or hereafter constituted relating to or
5 affecting the condition, use or occupancy of Premises. Tenant's use of Premises shall
6 comply with any recorded covenants, conditions and restrictions affecting the Premises as
7 of the commencement of the Lease.

8 10. TENANT INSURANCE.

9 A. Concurrent with the execution of this Lease and in partial
10 performance of Tenant's obligations hereunder, Tenant shall deliver to Landlord a
11 Certificate of Self-Insurance on Tenant's stand form providing evidence of coverage
12 for Commercial general liability self-insurance equivalent in coverage scope to ISO
13 CG 00 01 10 93 in an amount not less than One Million Dollars (US \$1,000,000) per
14 occurrence and Two Million Dollars (US \$2,000,000) in aggregate that names the
15 Landlord a designated additional insured with respect to this Lease.

16 B. The self-insurance program shall not be suspended, voided,
17 changed, or canceled by either party except after thirty (30) days prior written notice
18 to Landlord, and shall be primary and not contributing to any other insurance or self-
19 insurance maintained by Landlord.

20 C. With respect to damage to property, Landlord and Tenant
21 hereby waive all rights of subrogation, one against the other, but only to the extent
22 that collectible commercial insurance is available for said damage.

23 D. Such self-insurance as required herein shall not be deemed to
24 limit Tenant's liability relating to performance under this Lease. Evidence of self-
25 insurance shall not be construed as a limitation on liability or as full performance of
26 the indemnification and hold harmless provisions of this Lease.

27 E. Any modification or waiver of the insurance requirements
28 herein shall be made only with the written approval of the Tenant's and Landlord's

1 Risk Manager of designee.

2 11. INDEMNIFICATION.

3 A. Landlord shall defend, indemnify, and hold harmless the City of
4 Long Beach, its Boards, and their officials, employees, and agents from and against
5 any and all demands, claims, causes of action, liability, loss, liens, damage, costs,
6 and expenses (including attorney's fees) arising from or in any way connected or
7 alleged to be connected with Landlord's performance hereunder, and from any act
8 or omission, willful misconduct, or negligence (active or passive) by or alleged to be
9 by Landlord, its employees, agents, or consultants, either as a sole or contributory
10 cause, sustained by any person or entity. The foregoing shall not apply to claims or
11 causes of action caused by the sole negligence or willful misconduct of the City of
12 Long Beach, its Boards, or their officials, employees, or agents.

13 B. Tenant shall defend, indemnify, and hold harmless the
14 Landlord, its officers, employees, and agents from and against any and all demands,
15 claims, causes of action, liability, loss, liens, damage, costs, and expenses
16 (including attorney's fees) arising from or in any way connected or alleged to be
17 connected with Tenant's performance hereunder, and from any act or omission,
18 willful misconduct, or negligence (active or passive) by or alleged to be by Tenant,
19 its officials, employees, or agents, either as a sole or contributory cause, sustained
20 by any person or entity. The foregoing shall not apply to claims or causes of action
21 caused by the sole negligence or willful misconduct of the Landlord, its officers,
22 employees, or agents.

23 12. ENTRY INTO AND UPON PREMISES. Landlord and its agents shall
24 maintain the right to enter Premises at all times for the purpose of inspecting the same and
25 to perform any required work therein. In exercising its rights hereunder, Landlord shall use
26 due diligence to avoid substantial interference with Tenant's use of Premises.

27 13. [RESERVED].

28 14. ASSIGNMENT. Tenant may not transfer, assign or encumber this

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1 Lease or any right or interest hereunder, or sublet the Premises or any part thereof.

2 15. GOVERNING LAW. This Lease shall be governed by and construed
3 in accordance with the laws of the State of California.

4 16. HEADINGS AND TITLES. The headings and titles appearing in this
5 Lease are intended only to assist the parties in reading this Lease and shall have no other
6 effect upon the construction or interpretation of any part hereof.

7 17. DEFAULT.

8 A. Each of the following shall constitute an event of Default:

- 9 i. Tenant fails to pay rent within ten (10) days of due date.
10 ii. Tenant fails to maintain the space.
11 iii. Tenant fails to comply with any agreement or
12 requirement in this Lease.

13 B. If an event of default has occurred and continues, Landlord may
14 terminate Tenant's rights to the use of the Premises and pursue any other remedies
15 available under California law.

16 18. NOTICES. Requests or inquiries regarding use of Premises may be
17 directed to:

18 Landlord

19 Abbas Tousi
20 10825 Santa Monica Blvd
21 ~~Long Beach, CA 90~~ Los Angeles, CA 90025

22 Tenant

23 City of Long Beach

24 333 W. Ocean Blvd.

25 Long Beach, CA 90802


26 Phone: (562) 570-6099

27 IN WITNESS HEREOF, the parties hereto have caused these presents to be
28 duly executed with all the formalities required by law on the respective dates set forth

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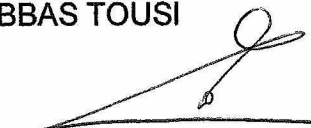
opposite their signatures.

September 17, 2018



ABBAS TOUSI

September 17, 2018



SHOREH TOUSI

Tom Modica
Assistant City Manager and landlord

EXECUTED PURSUANT
TO SECTION 301 OF CITY OF LONG BEACH
THE CITY CHARTER

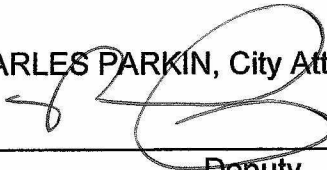
Oct 3, 2018

By 

City Manager

"Tenant"

This Lease is approved as to form on 9-26, 2018.

CHARLES PARKIN, City Attorney
By 

Deputy

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Exhibit A
Site Map



421 E. Fourth Street
7,500 sq ft