

1 LEASE

2 35803

3 THIS LEASE is made and entered, in duplicate, as of June 1, 2020,  
4 pursuant to a minute order of the City Council of the City of Long Beach adopted at its  
5 meeting held on January 19, 2020, by and between ISRAEL DAKAR, whose  
6 address is 9583 Alcott St., Suite 204, Los Angeles, CA 90035 ("Landlord"), and the CITY  
7 OF LONG BEACH, a public agency, whose address is 411 W. Ocean Boulevard, 3rd  
8 Floor, Long Beach, California 90802, Attention: Property Services Officer ("Tenant").

9 Landlord and Tenant, in consideration of the mutual terms, covenants, and  
10 conditions herein, agree as follows:

11 1. Premises. Landlord hereby leases to Tenant and Tenant hereby  
12 accepts and leases from Landlord those certain premises commonly known as 402  
13 Atlantic Avenue (the "Premises"), such premises being more particularly described and/or  
14 depicted in Exhibit "A" attached hereto. The Premises shall be leased in "as is" condition.  
15 The Premises shall expressly not include the approximately 1000-square foot building  
16 that currently exists upon the Premises (the "Building"), and Tenant shall have no access  
17 rights or any obligations with respect thereto.

18 2. Term. The term of this Lease shall commence on June 1, 2020  
19 ("Commencement Date") and shall terminate on June 1, 2022. Notwithstanding anything  
20 to the contrary contained herein, Landlord and Tenant shall each have the right to  
21 terminate this Lease at any time during the term for any reason, upon thirty (30) days'  
22 advance written notice to the other party.

23 3. Rent. Beginning on the Commencement Date, and continuing thereafter  
24 on or before the first day of each month, Tenant shall pay to Landlord in advance a  
25 monthly rental payment equal to Two Thousand Two Hundred Dollars (\$2,200), such rent  
26 to be prorated for any partial month. Total rent of \$26,400 must be paid in advance. If  
27 Tenant has not paid rent seven (7) days after such rent is due, then Tenant shall be  
28 assessed a late fee equal to five percent (5%) of the late monthly rent amount.

1           4. Use. The Premises shall be used for (i) general and permitted parking  
2 purposes and (ii) periodic City-supported community events, including without limitation  
3 fitness classes, farmer's markets, dog runs, food trucks, restaurant pop-ups, art galleries,  
4 performances, art classes, community gardens, and parking associated therewith.

5           5. Improvements. Tenant, at its own cost, may make temporary  
6 improvements to the Premises in order to accommodate its use, subject to the approval  
7 of Landlord, which such approval shall not be unreasonably withheld.

8           6. Maintenance Obligations. Tenant shall keep the Premises in a neat,  
9 safe and sanitary condition, including the removal of any debris dumped at the Premises.  
10 Tenant may, at its own expense, contract with third parties to provide such maintenance  
11 services to the Premises. Landlord shall be responsible for all other maintenance to the  
12 Premises and Improvements thereon, including without limitation the condition of the  
13 pavement and any structures on the Premises.

14           7. Utilities. Landlord shall not be obligated to provide utilities to the  
15 Premises. Tenant shall have the right, at its own cost and expense, to supply its own  
16 utilities to the Premises.

17           8. Taxes. Landlord shall be responsible for payment of all real property  
18 taxes.

19           9. Hazardous Materials. In the event any Hazardous Materials are  
20 detected during the Lease term, such materials shall be removed promptly in accordance  
21 with applicable law at the sole cost and expense of Landlord. In the event Landlord  
22 determines it is cost prohibitive to remove such materials, Tenant shall have the option of  
23 terminating this Lease by giving written notice. No goods, merchandise, supplies,  
24 personal property, materials, or items of any kind shall be kept, stored, or sold in or on  
25 the Premises which are in any way explosive or hazardous. Tenant shall comply with  
26 California Health and Safety Code Section 25359.7 or its successor statute regarding  
27 notice to Landlord on discovery by Tenant of the presence or suspected presence of any  
28 hazardous material on the Premises. "Hazardous Materials" means any hazardous or

1 toxic substance, material or waste which is or becomes regulated by the City, the County  
2 of Los Angeles, the State of California or the United States government.

3           10. Indemnity. Tenant shall protect Landlord and shall hold, keep and save  
4 Landlord from any and all suits, claims or less or liabilities to any person or damage to  
5 the Premises or Landlord's personal property located thereon resulting directly or  
6 indirectly from Tenant's use of the Premises. Tenant agrees to indemnify and hold  
7 harmless Landlord from all injuries to persons and property caused, in whole or in part,  
8 by the following: a) any breach by Tenant or any undertaking or representation under this  
9 Lease, or b) any negligent or willful acts by Tenant (or its employees or agents) in  
10 connection with Tenant's activities on the Premises.

11           11. Insurance. Within five (5) days after the execution of this Lease,  
12 Tenant shall deliver to Landlord a Certificate of Self-Insurance on Tenant's standard form  
13 providing evidence of coverage for:

14           a. Commercial general liability self-insurance equivalent in  
15 coverage scope to ISO CG 00 01 10 93 in an amount not less than One Million Dollars  
16 (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in aggregate  
17 and

18           b. Special perils property coverage in an amount sufficient to  
19 cover the full replacement value of Tenant's personal property, improvements, and  
20 equipment on the Premises.

21           The self-insurance program shall not be suspended, voided, or canceled by  
22 Tenant except after thirty (30) days prior written notice to Landlord, and shall be primary  
23 and not contributing to any other insurance maintained by Landlord. The commercial  
24 general liability shall name Landlord and Nate Dakar as additional insureds.

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

28           Any modification or waiver of the insurance requirements herein shall be

1 made only with the written approval of the Tenant's Risk Manager or designee.

2 12. Default by Tenant. The occurrence of any of the following acts shall  
3 constitute a default by Tenant:

4 a. Failure to pay rent when due after ten (10) days written notice;  
5 b. Failure to perform any of the terms, covenants, or conditions of  
6 this Lease if said failure is not cured within thirty (30) days after written notice of said  
7 failure; or

8 c. Any attempted assignment, transfer, or sublease except as  
9 approved by Landlord or otherwise authorized pursuant to Section 16.

10 If Tenant does not comply with each provision of this Lease or if a default  
11 occurs, then Landlord may terminate this Lease and Landlord may enter the Premises  
12 and take possession thereof provided, however, that these remedies are not exclusive  
13 but cumulative to other remedies provided by law in the event of Tenant's default, and the  
14 exercise by Landlord of one or more rights and remedies shall not preclude Landlord's  
15 exercise of additional or different remedies for the same or any other default by Tenant.

16 13. Default by Landlord. The occurrence of any of the following acts shall  
17 constitute a default by Landlord:

18 Failure to perform any of the terms, covenants, or conditions of this Lease if  
19 said failure is not cured within thirty (30) days after written notice of said failure.

20 If Landlord does not comply with each provision of this Lease or if a default  
21 occurs, then Tenant may terminate this Lease, provided, however, that this remedy is not  
22 exclusive but cumulative to other remedies provided by law in the event of Landlord's  
23 default, and the exercise by Tenant of one or more rights and remedies shall not preclude  
24 Tenant's exercise of additional or different remedies for the same or any other default by  
25 Landlord.

26 14. Right of Entry; Reservation of Rights. Landlord shall have the right of  
27 access to the Premises and the Building during normal business hours and with  
28 reasonable advance notice to inspect the Premises and the Building, to determine

1 whether or not Tenant is complying with the terms, covenants, and conditions of this  
2 Lease, to serve, post, or keep posted any notice, and for any other legal purpose.  
3 Landlord shall also have the right to enter in case of emergencies. Landlord reserves the  
4 right to exclusively use the Premises and the Building in connection with special events,  
5 provided that (i) Landlord or Special Events Licensee Renter obtains a permit for such  
6 use through the City of Long Beach Office of Special Events and Filming, (ii) Landlord  
7 provides Tenant with at least seven (7) days advance written notice of the filming/special  
8 event, and (iii) rent is abated pro-rata in accordance with the number of days in any  
9 month which the Premises are unavailable for Tenant's use. Tenant shall remove all  
10 personal or temporary property/improvements from the Premises prior to such special  
11 events.

12           15. Condemnation. If the whole or any part of the Premises shall be taken  
13 by any public or quasi-public authority under the power of eminent domain, then this  
14 Lease shall terminate as to the part taken or as to the whole, if taken, as of the day  
15 possession of that part or the whole is required for any public purpose, and on or before  
16 the day of the taking Tenant shall elect in writing either to terminate this Lease or to  
17 continue in possession of the remainder of the Premises, if any. All damages awarded  
18 for such taking shall belong to Landlord.

19           16. Assignment. Tenant shall not assign or transfer this Lease or any  
20 interest herein, nor sublease the Premises or any part thereof without the prior written  
21 approval of Landlord. Tenant shall notify Landlord of any third-party requests Tenant  
22 receives respecting subleasing and/or otherwise using the Premises for a private event, it  
23 being the intention of Landlord and Tenant that Landlord have the benefit of all revenue  
24 generating opportunities associated with private events and/or filming. Notwithstanding  
25 the foregoing, Tenant may issue short-term licenses or other temporary permits to third-  
26 parties in connection with the conduct of community serving events or programming at  
27 the Premises with at least seven (7) days prior notification to Landlord as long as those  
28 events do not preclude Landlord from revenue opportunities that those events would

1 have otherwise paid for.

2           17A. Access. Tenant shall have access to the Premises twenty-four (24)  
3 hours per day, seven (7) days per week.

4           17B Code Enforcement Liens: Tenant Agrees to clear Lessor's all code  
5 enforcement liens within 7 days of execution of the Lease.

6           18. Holding Over. If Tenant holds over and remains in possession of the  
7 Premises or any part thereof after the expiration of this Lease with the express or implied  
8 consent of Landlord, then such holding over shall be construed as a tenancy from month  
9 to month at the monthly rent then in effect and otherwise on the same terms, covenants,  
10 and conditions contained in this Lease.

11           19. Surrender of Premises. On the expiration or sooner termination of this  
12 Lease, Tenant shall deliver to Landlord possession of the Premises in substantially the  
13 same condition that existed immediately prior to the date of execution hereof, reasonable  
14 wear and tear excepted.

15           20. Notice. Any notice required hereunder shall be in writing and  
16 personally served or deposited in the U.S. Postal Service, first class, postage prepaid to  
17 Landlord and Tenant at the respective addresses first stated above. Notice shall be  
18 deemed effective on the date of mailing or on the date personal service is obtained,  
19 whichever first occurs. Change of address shall be given as provided herein for notice.

20           21. Waiver of Rights. The failure or delay of Landlord to insist on strict  
21 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of  
22 any right or remedy that Landlord may have and shall not be deemed a waiver of any  
23 subsequent or other breach of any term, covenant, or condition herein. The receipt of  
24 and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other  
25 default but shall only constitute a waiver of timely payment of rent. Any waiver by  
26 Landlord of any default or breach shall be in writing. Landlord's approval of any act by  
27 Tenant requiring Landlord's approval shall not be deemed to waive Landlord's approval of  
28 any subsequent act of Tenant.

1           22. Successors in Interest. This Lease shall be binding on and inure to the  
2 benefit of the parties and their successors, heirs, personal representatives, transferees,  
3 and assignees, and all of the parties hereto shall be jointly and severally liable hereunder.

4           23. Force Majeure. Except as to the payment of rent, in any case where  
5 either party is required to do any act, the inability of that party to perform or delay in  
6 performance of that act caused by or resulting from fire, flood, earthquake, explosion,  
7 acts of God, war, strikes, lockouts, or any other cause whether similar or dissimilar to the  
8 foregoing which is beyond the control of that party and not due to that party's fault or  
9 neglect shall be excused and such failure to perform or such delay in performance shall  
10 not be a default or breach hereunder. Financial inability to perform shall not be  
11 considered cause beyond the reasonable control of the party.

12           24. Governing Law. This Lease shall be governed by and construed in  
13 accordance with the laws of the State of California. Any controversy or claim arising out  
14 of or relating to this Lease or breach of this Lease shall be settled by arbitration in  
15 accordance with the rules of the American Arbitration Association. Judgment on the  
16 award rendered by the arbitrators may be entered in any court having competent  
17 jurisdiction.

18           25. Integration and Amendments. This Lease represents and constitutes  
19 the entire understanding between the parties and supersedes all other agreements and  
20 communications between the parties, oral or written, concerning the subject matter  
21 herein. This Lease shall not be modified except in writing signed by the parties and  
22 referring to this Lease.

23           26. Relationship of Parties. The relationship of the parties hereto is that of  
24 Landlord and Tenant, and the parties agree that nothing contained in this Lease shall be  
25 deemed or construed as creating a partnership, joint venture, association, principal-agent  
26 or employer-employee relationship between them or between Landlord or any third  
27 person or entity.

28           27. Broker's Fees. Both Landlord and Tenant acknowledge that neither

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CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 party has used the services of a real estate broker to represent them in this transaction  
2 and that no commission fees shall be due any other party in connection with this Lease.

3 28. Liens. Tenant, in its regulatory capacity, agrees to take such actions  
4 as are necessary to remove those certain existing liens encumbering the Premises more  
5 particularly described on Exhibit "B" attached hereto.

6 IN WITNESS WHEREOF, the parties have executed this Lease with all of  
7 the formalities required by law as of the date first above written.

"Landlord"

8  
9 Date: 11-6, 2020

  
ISRAEL DAKAR

"Tenant"

CITY OF LONG BEACH, a municipal  
corporation

10  
11  
12  
13  
14 Date: January 19, <sup>2021</sup>2020

15 By Andru F. Jarama  
Thomas B. Modica  
City Manager

16  
17 **EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

18  
19 APPROVED AS TO FORM AND RETURNED

20 12-9, 2020  
CHARLES PARKIN, City Attorney

21 By   
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY



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EXHIBIT "A"  
PREMISES

EXHIBIT "B"

LIENS

Los Angeles County Official Records Instrument Nos:

- 20090195147
- 20090836808
- 20090939751
- 20091700745
- 20100011552
- 20100271070
- 20100746945
- 20101424750
- 20110047057
- 20110370775
- 20110843200
- 20111257162
- 20111697509
- 20120441572
- 20121049373
- 20121547087
- 20121565054
- 20121871209
- 20130060032
- 20130383526
- 20130874003
- 20131097424
- 20131382589

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