

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

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RENTAL AGREEMENT

(5301 Long Beach Boulevard)

34048

1. Parties. The parties to this Rental Agreement ("Agreement") are the CITY OF LONG BEACH, a municipal corporation ("City"), and the RHEMA WORD BIBLE CHURCH ("Tenant").

2. Premises. City leases to Tenant and Tenant accepts and rents from City those Premises described in Exhibit "A" ("Premises") which is attached and by this reference made a part of this Rental Agreement.

3. Use. The Premises will be used for non-exclusive parking purposes, and for no other purpose or purposes, only on Wednesdays and Sundays. Tenant agrees to comply with all statutes, ordinances, rules, orders, regulations of federal, state, county and city governments regulating the use by Tenant of the Premises. Tenant will not use or permit the use of the Premises in any manner that will create or tend to create a nuisance. The restrictions in this paragraph will apply to all agents, employees, invitees and sublessees of Tenant.

4. Term/Termination. The Premises shall be leased to Tenant commencing on October 15, 2015, for a period of six (6) months, provided, that City may terminate this Agreement sooner (i) for any reason upon thirty (30) days advance written notice to Tenant, or (ii) immediately in the event of a default by Tenant pursuant to Section 12. The parties have the mutual option to extend the term for an additional six (6) month term.

5. Rent. Tenant will pay as rent to City the sum of Fifty Dollars (\$50.00) per month during the term of this Agreement.

6. Tenant's Acknowledgment of Condition of Premises. Tenant acknowledges and agrees that by its execution of this Agreement, it has inspected and is aware of the condition of the Premises and further agrees to accept the Premises "as is". Tenant waives the right to make repairs to the Premises at City's expense. Tenant shall

1 deliver possession of the Premises at the expiration of the term in the same condition that
2 existed upon the commencement of the term, reasonable wear and tear accepted.

3 7. Waiver of Claims. Neither City, nor any of its officers, agents and
4 employees (collectively "City"), will be liable and Tenant waives all claims for damage to
5 persons or property sustained by Tenant or any occupant of the Premises resulting from
6 the Premises or any part of it, becoming out of repair, resulting from any accident in or
7 about the Premises or resulting directly or indirectly from any act or neglect of Tenant,
8 occupant or of any other person including Tenant's agents and employees. All property
9 belonging to Tenant or any occupant of the Premises will be there at the risk of Tenant or
10 such other person only and City will not be liable for damages or theft or misappropriation.
11 Tenant further expressly waives any rights to relocation benefits or other compensation
12 pursuant to the California Relocation Act or applicable laws governing eminent domain.

13 8. Utilities and Taxes. Tenant shall pay for utilities and similar services
14 furnished to the Premises, including but not limited to electricity, gas and water. Tenant
15 will pay all taxes, including but not limited to the property tax, possessory interest tax, and
16 the business inventory tax.

17 9. Indemnity by Tenant. Tenant agrees that it will defend, protect and
18 save and keep City its officers, agents and employees forever harmless and indemnified
19 against and from any penalty or damage or charges imposed for any violation of any laws
20 or ordinances, whether occasioned by the neglect of Tenant or those holding under Tenant
21 from all claims, loss, cost, damage or expenses, including attorney's fees, arising out of or
22 from any accident or other occurrence on or about the Premises or arising out of any failure
23 of Tenant in any respect to comply with and perform all the requirements and provisions of
24 this Agreement.

25 10. Insurance. Concurrent with the execution of this Agreement and as a
26 condition of obtaining occupancy of the Premises, Tenant shall procure and maintain the
27 following types of insurance at Tenant's sole expense for the duration of this Agreement,
28 including any extensions, renewals, or holding over thereof, from insurance companies that

1 are admitted to write insurance in the State of California or from authorized non-admitted
2 insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

3 A. Commercial general liability insurance equivalent in coverage
4 scope to ISO form CG 00 01 10 93 in an amount not less than One Million Dollars
5 (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual
6 aggregate. Such coverage shall include but is not limited to broad form contractual
7 liability coverage, cross liability protection, products and completed operations, and
8 if applicable, garage keepers legal liability. City, and their its employees, and agents
9 shall be added as additional insureds by endorsement equivalent in coverage scope
10 to ISO form CG 20 26 11 85 and such endorsement shall protect City, and their
11 officials, employees, and agents from and against claims, demands, causes of
12 action, expenses, costs, or liability for injury to or death of persons, or damage to or
13 loss of property arising out activities performed by or on behalf of Tenant or from
14 maintenance or use of the Premises. The coverage shall contain no special
15 limitations on the scope of protection afforded to the City of Long Beach, their
16 officials, employees, and agents, and Tenant agrees to obtain and furnish evidence
17 to City of the waiver of Tenant's liability insurance carrier of any right of subrogation
18 against City.

19 B. If applicable, Commercial automobile liability insurance
20 equivalent in scope to ISO CA 00 01 06 92 covering symbol 1 (Any Auto) in an
21 amount not less than One Million Dollars (\$1,000,000) combined single limit.

22 C. All Risk property insurance in an amount sufficient to cover the
23 full replacement value of Tenant's personal property, improvements and equipment
24 on the Premises.

25 D. If applicable, Business interruption insurance providing that the
26 rent due City shall be paid for a period of up to twelve (12) months if the Premises
27 are destroyed or rendered inaccessible.

28 E. Workers' compensation insurance required by the State of

1 California and employer's liability insurance in an amount not less than One Million
2 Dollars (\$1,000,000) per accident or occupational illness. Tenant agrees to obtain
3 and furnish evidence to City of the waiver of Tenant's workers' compensation
4 insurance carrier of any right of subrogation against City.

5 F. With respect to damage to property, City and Tenant hereby
6 waive all rights of subrogation, one against the other, but only to the extent that
7 collectible commercial insurance is available for said damage.

8 G. Any self-insurance program or self-insured retention must be
9 approved separately in writing by City, and their officials, employees, and agents in
10 the same manner and to the same extent as they would have been protected had
11 the policy or policies not contained retention provisions.

12 H. Each insurance policy shall be endorsed to state that coverage
13 shall not be cancelled, nonrenewed or changed by either party except after thirty
14 (30) days prior written notice to City. Any insurance or self-insurance maintained
15 by City shall be excess to and shall not contribute to insurance or self-insurance
16 maintained by Tenant.

17 I. Tenant shall deliver to City certificates of insurance and the
18 required endorsements for approval as to sufficiency and form prior to
19 commencement of this Agreement. The certificates and endorsements for each
20 insurance policy shall contain the original signature of a person authorized by that
21 insurer to bind coverage on its behalf. Tenant shall, at least thirty (30) days prior to
22 expiration of such policies, furnish City with evidence of renewals. City reserves the
23 right to require complete certified copies of all said policies at any time.

24 J. Such insurance as required herein shall not be deemed to limit
25 Tenant's liability relating to performance under this Agreement. The procuring of
26 insurance shall not be construed as a limitation on liability or as full performance of
27 the indemnification and hold harmless provisions of this Agreement. Tenant
28 understands and agrees that, notwithstanding any insurance, Tenant's obligation to

1 defend, indemnify, and hold City and its officials, agents, and employees harmless
2 hereunder is for the full and total amount of any damage, injuries, loss, expense,
3 costs, or liabilities caused by the condition of the Premises or in any manner
4 connected with or attributed to the acts or omissions of Tenant, its officers, agents
5 contractors, employees, sublessees, licensees, vendors, patrons, or visitors, or the
6 operations conducted by or on behalf of Tenant, or the Tenant's use, misuse, or
7 neglect of the Premises.

8 K. Not more frequently than every three (3) years, if in the opinion
9 of City the amount of the foregoing insurance coverages is not adequate, Tenant
10 shall amend the insurance coverage as required by City's Risk Manager or
11 designee.

12 L. Any modification or waiver of the insurance requirements
13 herein shall be made only with the written approval of the City's Risk Manager or
14 designee.

15 11. Destruction by Fire or Casualty. In the event the Premises or any part
16 of it be damaged by fire, explosion, windstorm or any other casualty, and City, in its sole
17 discretion, determines that it is not economically feasible to repair the damage, City will
18 notify Tenant of its determination within thirty (30) days after the damage and terminate
19 this Agreement as of the date of the damage.

20 12. Events of Default. It is expressly agreed that in the event that Tenant
21 will fail, neglect or refuse to pay any installment of rent at the time and in the amount
22 provided, and if such default should continue for a period of more than three (3) days after
23 written notice thereof is given to Tenant by City or City's agent, City shall have the right to
24 cancel or annul this Agreement at once and to recover possession of the Premises and
25 equipment without releasing Tenant from any liability for any rent, additional rent or other
26 sums which have accrued under this Agreement prior to the effective date of the
27 cancellation.

28 13. Remedies Will Be Cumulative. All rights and remedies of City

1 enumerated in this Agreement will be cumulative and none will exclude any other right or
2 remedy allowed by law. Likewise, the exercise by City of any remedy provided for or
3 allowed by law will not be to the exclusion of any other remedy.

4 14. Waiver. One or more waivers of any covenant, term or condition of
5 this Agreement by either party will not be construed by the other party as a waiver of
6 subsequent breach of the same covenant, term or condition. The consent or approval of
7 either party to or of any act by the other party of a nature requiring consent or approval will
8 not be deemed to waive or render unnecessary consent to or approval of any subsequent
9 similar act.

10 15. Anti-Discrimination. Tenant agrees that this Agreement is made and
11 accepted on and subject to the following conditions: No person shall be subjected to
12 discrimination on the basis of race, religion, national origin, color, age, sex, sexual
13 orientation, gender identity, AIDS, HIV status, handicap or disability, in the leasing,
14 subleasing, transferring, use, occupancy, hiring, employment, tenure or employment of the
15 Premises. Tenant agrees that compliance with the Americans with Disabilities Act of 1990
16 ("ADA") shall be its sole responsibility and shall defend, indemnify and hold harmless the
17 City of Long Beach for any liability arising from failure to comply therewith.

18 16. Notices. Any and all notices to be given under this Agreement or
19 required by law to be served on either of the parties may be given or served by certified
20 mail deposited in the United States mail, postage prepaid, addressed as follows:

21 To City:

22 333 West Ocean Boulevard, Third Floor
23 Long Beach, California 90802
24 ATTENTION: Director of Development Services

25 To Tenant:

26 Rhema Word Baptist Church
27 11 Plymouth Street
28 Long Beach, California 90805

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1 Any notices may be personally served on the party to be given notice. Any
2 notice served by means of the United States mail will be effective from the date of mailing.

3 17. Entire Agreement. It is understood that there are no oral agreements
4 between the parties affecting this Agreement and this Agreement supersedes and cancels
5 any and all previous negotiations and understanding, if any, between the parties and none
6 will be used to interpret or construe this Agreement.

7 RHEMA WORD BAPTIST CHURCH

8 10-8-15, 2015

9 By [Signature]
10 Name Trevor Johnson
11 Title Senior Pastor

12 "Tenant"

13 CITY OF LONG BEACH, a municipal
14 corporation

15 Oct. 16, 2015

16 By [Signature] EXECUTED PURSUANT
17 TO SECTION 301 OF
18 THE CITY CHARTER.
19 City Manager

20 "City" Assistant City Manager

21 Approved as to form on October 9, 2015.

22 CHARLES PARKIN, City Attorney

23 By [Signature]
24 Deputy

EXHIBIT A PREMISES

Address: 5301 Long Beach Boulevard

APN: 7132-011-901

The Land Referred to herein is situated in the City of Long Beach, County of Los Angeles, State of California, and described as follows:

Lots 27, 28, 29 and 30 of Block 1 of Tract No 6197, in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in book 66, page 88 of maps, in the office of the county recorded of said county.

