

1 All other maintenance and repairs not specifically described immediately above shall be
2 the responsibility of Landlord pursuant to Section 6.

3 6. Landlord's Maintenance Obligations. Landlord shall manage and
4 maintain the Building and make necessary repairs to the Premises, including without
5 limitation all surface and structural elements of the roof, bearing walls and foundations of
6 the Building, all electrical, plumbing, HVAC systems and all other elements of the Building.
7 Tenant shall notify Landlord of necessary repairs in writing, and Landlord shall thereafter
8 promptly complete such repairs. Notwithstanding the foregoing, if Landlord determines
9 that the costs of such repairs are more than Landlord is willing to pay, then Landlord shall
10 not be obligated to complete such repairs, such failure by Landlord to complete repairs
11 shall not constitute a default under Section 13, and Tenant's sole remedy for such failure
12 shall be to promptly terminate this Lease without further obligation by either party to the
13 other.

14 7. [RESERVED].

15 8. Taxes. Landlord shall be responsible for payment of all real property
16 taxes.

17 9. Hazardous Materials.

18 A. In the event any Hazardous Materials are detected during the
19 Lease term, such materials shall be removed promptly in accordance with applicable
20 law at the sole cost and expense of Landlord. In the event Landlord determines it
21 is cost prohibitive to remove such materials, Tenant shall have the option of
22 terminating this Lease by giving written notice.

23 B. No goods, merchandise, supplies, personal property, materials,
24 or items of any kind shall be kept, stored, or sold in or on the Premises which are in
25 any way explosive or hazardous. Tenant shall comply with California Health and
26 Safety Code Section 25359.7 or its successor statute regarding notice to Landlord
27 on discovery by Tenant of the presence or suspected presence of any hazardous
28 material on the Premises. "Hazardous Materials" means any hazardous or toxic

1 substance, material or waste which is or becomes regulated by the City of Long
2 Beach ("City"), the County of Los Angeles, the State of California or the United
3 States government.

4 10. Insurance. Concurrent with the execution of this Lease and as a
5 condition of obtaining occupancy of the Premises, Tenant shall procure and maintain the
6 following types of insurance at Tenant's sole expense for the duration of this Lease,
7 including any extensions, renewals, or holding over thereof, from insurance companies that
8 are admitted to write insurance in the State of California or from authorized non-admitted
9 insurers that have ratings of or equivalent to an A:VIII by A.M. Best Company:

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

26 B. If applicable, All Risk property insurance with the exception of
27 earthquake and flood insurance, in an amount sufficient to cover the full replacement
28 value of all buildings and structural improvements erected on the Premises. City

1 shall be named as an additional insured under a standard loss payable
2 endorsement.

3 C. All Risk property insurance, with the exception of earthquake
4 and flood insurance, in an amount sufficient to cover the full replacement value of
5 Tenant's personal property, improvements and equipment on the Premises.

6 D. Workers' compensation insurance required by the State of
7 California and employer's liability insurance in an amount not less than One Million
8 Dollars (\$1,000,000) per accident or occupational illness.

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

12 F. Any self-insurance program or self-insured retention must be
13 approved separately in writing by Landlord and shall protect Landlord, and its
14 officials, employees, and agents in the same manner and to the same extent as they
15 would have been protected had the policy or policies not contained retention
16 provisions.

17 G. Each insurance policy shall be endorsed to state that coverage
18 shall not be cancelled, nonrenewed or changed by either party except after thirty
19 (30) days prior written notice to Landlord and shall be primary to Landlord. Any
20 insurance or self-insurance maintained by Landlord shall be excess to and shall not
21 contribute to insurance or self-insurance maintained by Tenant.

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

1 I. Such insurance as required herein shall not be deemed to limit
2 Tenant's liability relating to performance under this Lease. The procuring of
3 insurance shall not be construed as a limitation on liability or as full performance of
4 the indemnification and hold harmless provisions of this Lease. Tenant understands
5 and agrees that, notwithstanding any insurance, Tenant's obligation to defend,
6 indemnify, and hold Landlord, and its officials, agents, and employees harmless
7 hereunder is for the full and total amount of any damage, injuries, loss, expense,
8 costs, or liabilities caused by the condition of the Premises or in any manner
9 connected with or attributed to the acts or omissions of Tenant, its officers, agents
10 contractors, employees, licensees, vendors, patrons, or visitors, or the operations
11 conducted by or on behalf of Tenant, or Tenant's use, misuse, or neglect of the
12 Premises.

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

16 11. Indemnification.

17 A. Tenant shall indemnify, protect and hold harmless Landlord, its
18 Boards, Commissions, and their officials, employees and agents ("Indemnified
19 Parties"), from and against any and all liability, claims, demands, damage, loss,
20 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
21 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
22 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
23 in part, out of or in connection with (1) the use of the Premises by Tenant, its officers,
24 employees, agents, subcontractors, or anyone under Tenant's control, or (2)
25 Tenant's breach or failure to comply with any of its obligations contained in this
26 Lease (collectively "Claims" or individually "Claim").

27 B. In addition to Tenant's duty to indemnify, Tenant shall have a
28 separate and wholly independent duty to defend Indemnified Parties at Tenant's

1 expense, from and against all Claims, and shall continue this defense until the
2 Claims are resolved, whether by settlement, judgment or otherwise. No finding or
3 judgment of negligence, fault, breach, or the like on the part of Tenant shall be
4 required for the duty to defend to arise. Landlord shall notify Tenant of any Claim,
5 shall tender the defense of the Claim to Tenant, and shall assist Tenant, as may be
6 reasonably requested, in the defense.

7 C. If a court of competent jurisdiction determines that a Claim was
8 caused by the sole negligence or willful misconduct of Indemnified Parties, Tenant's
9 costs of defense and indemnity shall be (1) reimbursed in full if the court determines
10 sole negligence by the Indemnified Parties, or (2) reduced by the percentage of
11 willful misconduct attributed by the court to the Indemnified Parties.

12 D. The provisions of this Section 11 shall survive the expiration or
13 termination of this Lease, up to and through the date of any applicable statute(s) of
14 limitation.

15 12. Default by Tenant.

16 A. The occurrence of any of the following acts shall constitute a
17 default by Tenant:

18 i. Failure to pay rent or any other amounts payable
19 hereunder when due after ten (10) days written notice;

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

23 iii. Any attempted assignment, transfer, or sublease except
24 as approved by Landlord.

25 B. If Tenant does not comply with each provision of this Lease or
26 if a default occurs, then Landlord may terminate this Lease and Landlord may enter
27 the Premises and take possession thereof provided, however, that these remedies
28 are not exclusive but cumulative to other remedies provided by law in the event of

1 Tenant's default, and the exercise by Landlord of one or more rights and remedies
2 shall not preclude Landlord's exercise of additional or different remedies for the
3 same or any other default by Tenant.

4 13. Default by Landlord.

5 A. The occurrence of any of the following acts shall constitute a
6 default by Landlord:

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

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

16 14. Right of Entry. Landlord shall have the right of access to the Premises
17 during normal business hours and with reasonable advance notice to inspect the Premises,
18 to determine whether or not Tenant is complying with the terms, covenants, and conditions
19 of this Lease, to serve, post, or keep posted any notice, and for any other legal purpose.
20 Landlord shall also have the right to enter in case of emergencies.

21 15. Condemnation. If the whole or any part of the Premises shall be taken
22 by any public or quasi-public authority under the power of eminent domain, then this Lease
23 shall terminate as to the part taken or as to the whole, if taken, as of the day possession of
24 that part or the whole is required for any public purpose, and on or before the day of the
25 taking Tenant shall elect in writing either to terminate this Lease or to continue in
26 possession of the remainder of the Premises, if any. All damages awarded for such taking
27 shall belong to Landlord, whether such damages be awarded as compensation for
28 diminution in value to the leasehold or to the fee provided, however, that Landlord shall not

1 be entitled to any portion of the award made for loss of Tenant's business.

2 16. Assignment. Tenant shall not assign or transfer this Lease or any
3 interest herein, nor sublease the Premises or any part thereof (collectively referred to as
4 "transfer") without the prior written approval of Landlord.

5 17. Signs. Tenant may, at its own cost, install exterior signage on the
6 Premises subject to Landlord's reasonable approval as to design, size and location.

7 18. Access. Tenant shall have access to the Premises twenty-four (24)
8 hours per day, seven (7) days per week.

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

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

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

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

1 default or breach shall be in writing. Landlord's approval of any act by Tenant requiring
2 Landlord's approval shall not be deemed to waive Landlord's approval of any subsequent
3 act of Tenant.

4 23. Successors in Interest. This Lease shall be binding on and inure to
5 the benefit of the parties and their successors, heirs, personal representatives, transferees,
6 and assignees, and all of the parties hereto shall be jointly and severally liable hereunder.

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

15 25. Partial Invalidity. If any term, covenant, or condition of this Lease is
16 held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder
17 of the provisions hereof shall remain in full force and effect and shall in no way be affected,
18 impaired or invalidated thereby.

19 26. Time. Time is of the essence in this Lease, and every provision
20 hereof.

21 27. Governing Law. This Lease shall be governed by and construed in
22 accordance with the laws of the State of California.

23 28. Integration and Amendments. This Lease represents and constitutes
24 the entire understanding between the parties and supersedes all other agreements and
25 communications between the parties, oral or written, concerning the subject matter herein.
26 This Lease shall not be modified except in writing signed by the parties and referring to this
27 Lease.

28 29. Joint Effort. This Lease is created as a joint effort between the parties

1 and fully negotiated as to its terms and conditions and nothing contained herein shall be
2 construed against either party as the drafter.

3 30. No Recordation. This Lease shall not be recorded.

4 31. Attorney's Fees. In any action or proceeding relating to this Lease,
5 the prevailing party shall be entitled to its costs, including a reasonable attorney's fee.

6 32. Captions and Organization. The various headings and numbers
7 herein and the grouping of the provisions of this Lease into separate sections, paragraphs
8 and clauses are for convenience only and shall not be considered a part hereof, and shall
9 have no effect on the construction or interpretation of this Lease.

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

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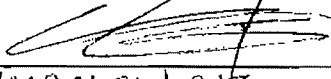
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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

VOLUNTEERS OF AMERICA OF LOS ANGELES, a California nonprofit corporation

_____, 2020

By 
Name Veronica Calara
Title Chief operating officer

_____, 2020

By _____
Name _____
Title _____

"Tenant"

CITY OF LONG BEACH, a municipal corporation

December 14, 2020

By Sonda J. Johnson
City Manager

"Landlord"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

This Lease is hereby approved as to form on December 9, 2020.

CHARLES PARKIN, City Attorney

By 
Deputy

EXHIBIT "A"
PREMISES

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