

31436

RENTAL AGREEMENT

(5643 Atlantic Avenue)

1. Parties. The parties to this Agreement are the Redevelopment Agency of the City of Long Beach, California ("Agency"), and the City of Long Beach ("Tenant").
2. Premises. Agency leases to Tenant and Tenant accepts and rents from Agency those premises described in Exhibit "A" which is attached and by this reference made a part of this Rental Agreement.
3. Use. The premises will be used for the operation of the Long Beach Pacific Gateway Workforce Investment Network Youth Academy Project, and for no other purpose or purposes. 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 and sublessees of Tenant.
4. Term/Termination. The premises shall be leased to Tenant for one year commencing on October 21, 2009, provided, that the agency may terminate this lease sooner by giving a thirty (30) day notice. This initial term may be extended for two additional one year terms at the option of Agency.
5. Rent. Tenant will pay as rent to Agency the sum of \$1 per year during the term of this Agreement.
6. Tenant's Acknowledgment of Condition of Premises. Tenant acknowledges and agrees that by its execution of this Rental 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 Agency's expense.
7. Waiver of Claims. Neither Agency, nor any of its officers, agents and employees (collectively "City"), will be liable and Tenant waives all claims for damage to persons or property sustained by Tenant or any occupant of the premises resulting from the premises or any part of it, becoming out of repair, resulting from any accident in or about the premises or resulting directly or indirectly from any act or neglect of Tenant, occupant or of any other person including Tenant's agents and employees. All property belonging to Tenant or any occupant of the premises will be there at the risk of Tenant or such other person only and Agency will not be liable for damages or theft or misappropriation. Tenant further expressly waives any rights to relocation benefits or other compensation pursuant to the California Relocation Act or applicable laws governing eminent domain.
8. Utilities and Taxes. Tenant will pay for all utilities and similar services furnished to the premises, including but not limited to electricity, gas, water and telephone.

Tenant will pay all taxes, including but not limited to the property tax and the business inventory tax. Tenant recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Tenant may be subject to payment of property taxes on such interest.

9. Indemnity by Tenant. Tenant agrees that it will defend, protect and save and keep Agency, its officers, agents and employees forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Tenant or those holding under Tenant from all claims, loss, cost, damage or expenses, including attorney's fees, arising out of or from any accident or other occurrence on or about the premises or arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Agreement.
10. Indemnity by Agency. Agency agrees that it will defend, protect and save and keep Tenant, its officers, agents and employees forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by neglect of the Agency or those holding under Agency from all claims, loss, cost, damage or expenses, including reasonable attorney's fees, arising out of or from any accident or other occurrence on or about the premises or arising out of any failure of Agency in any respect to comply with and perform all the requirements and provisions of this Agreement.
11. Destruction by Fire or Casualty. In the event the premises or any part of it be damaged by fire, explosion, windstorm or any other casualty, and the Agency, in its sole discretion, determines that it is not economically feasible to repair the damage, Agency will notify Tenant of its determination within thirty (30) days after the damage and terminate this Agreement as of the date of the damage.
12. Events of Default. It is expressly agreed that in the event that Tenant will fail, neglect or refuse to pay any installment of rent at the time and in the amount provided, and if such default should continue for a period of more than three (3) days after written notice thereof is given to Tenant by Agency or Agency's agent, or Tenant will fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements, covenanted and agreed to be kept and performed by it and if the default should continue for a period of more than thirty (30) days after notice is given to Tenant by Agency or Agency's agent (unless such default cannot reasonably be cured within such thirty [30]-day period, then Tenant shall not be in default of this Agreement if Tenant commences to cure such default within such thirty [30]-day period and diligently prosecutes to cure such default to completion), Agency shall have the right to cancel or annul this Agreement at once and to recover possession of the premises and equipment without releasing Tenant from any liability for any rent, additional rent or other sums which have accrued under this Agreement prior to the effective date of the cancellation.

13. Remedies Will Be Cumulative. All rights and remedies of Agency enumerated in this Rental Agreement will be cumulative and none will exclude any other right or remedy allowed by law. Likewise, the exercise by Agency of any remedy provided for or allowed by law will not be to the exclusion of any other remedy.
14. Waiver. One or more waivers of any covenant, term or condition of this Agreement by either party will not be construed by the other party as a waiver of subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval will not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
15. Anti-Discrimination. Tenant agrees that this Agreement is made and accepted on and subject to the following conditions: No person shall be subjected to discrimination on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability, in the leasing, subleasing, transferring, use, occupancy, hiring, employment, tenure or employment of the premises. Tenant agrees that compliance with the Americans with Disabilities Act of 1990 ("ADA") shall be its sole responsibility and shall defend, indemnify and hold harmless Agency and the City of Long Beach for any liability arising from failure to comply therewith.
16. Notices. Any and all notices to be given under this Agreement or required by law to be served on either of the parties may be given or served by certified mail deposited in the United States mail, postage prepaid, addressed as follows:

To Agency: Redevelopment Agency of the City
 of Long Beach, California
 333 West Ocean Boulevard, Fourth Floor
 Long Beach, California 90802
 ATTENTION: Executive Director

To Tenant: City of Long Beach
 333 West Ocean Boulevard, Third Floor
 Long Beach, California 90802
 ATTENTION: Manager, Property Services Bureau

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

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

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REDEVELOPMENT AGENCY OF THE
CITY OF LONG BEACH, CALIFORNIA

Dated: 11/16, 2009

By [Signature]
Asst Executive Director/Secretary

AGENCY

CITY OF LONG BEACH

Dated: 12-1, 2009

By [Signature] Assistant City Manager
City Manager

TENANT

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Approved as to form this 25 day of October, 2009.

ROBERT E. SHANNON, City Attorney
of the City of Long Beach
Attorney for the Redevelopment Agency
of the City of Long Beach, California

By [Signature]
Assistant City Attorney

Exhibit A
Legal Description

Portion of Lot 27, Block A, Tract No. 5965, per map recorded in Book 62, Pages 61 and 62 of Maps, in the office of the County Recorder, County of Los Angeles, California.

Property Address: 5643 Atlantic Avenue