

1 Angeles, State of California, commonly known as 223 Marina Drive, Long Beach, California
2 90803 and shown on Exhibit "A" (hereinafter "Premises"), upon the terms and conditions
3 expressed herein. Exhibit "A" is by this reference made a part hereof.

4 Said Premises does not include the use and occupancy, including access to,
5 a storage shed (approximately 180 square feet) located on the Premises. The City Council
6 of the City of Long Beach granted the Little Ships Fleet Yacht Club permission to access
7 and use this storage shed pursuant to Permit No. 28228. The permitted use of this storage
8 shed is limited to storage of boating equipment and supplies and for no other purpose
9 without the prior written consent of the Director of Parks, Recreation and Marine.

10 Lessee may apply to Lessor for a month-to-month vessel permit for dock
11 space adjacent to or near the Premises, subject to availability. Any such permit, if granted
12 to Lessee, shall be subject to all terms and conditions contained in the Long Beach
13 Municipal Code, any and all rules and regulations, and current commercial dock space
14 rental rates. Notwithstanding the foregoing, Lessor reserves the right to allow others to use
15 all dock space adjacent to the Premises not under permit to Lessee.

16 4. TERM. The term of this Lease shall be one (1) year commencing on
17 December 1, 2004, and ending at midnight on November 30, 2005. This Lease is
18 revocable by either party upon ninety (90) days' written notice to the other party. Lessor
19 shall have the option of extending the agreement for two (2) one (1) year extensions
20 provided that at least ninety (90) days prior to the expiration of this Lease, or any
21 extensions, Lessee shall submit a written request to that effect, and provided that Lessee
22 is not in default of the terms of this Lease. Upon termination of this Lease, Lessee shall
23 quit and surrender possession of the Premises and remove its personal property therefrom.

24 5. REQUIRED SERVICES AND USES - LIMITATION ON USE. Lessee,
25 during the term, shall use the Premises for the operation of a yacht club office, including
26 use for meetings and social events, but for no other use or uses without the prior written
27 consent of Lessor's Director of Parks, Recreation and Marine (hereinafter "Director").

28 6. RENT. Lessee shall pay to Lessor rent for each month during the term

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1 in the amount of \$600.00.

2 a. On each anniversary of the Lease, Lessee's rent shall be adjusted and
3 Lessee shall pay the annual rent paid for the immediately preceding year (base
4 rent), plus an amount which is equal to the base rent multiplied by the Consumer
5 Price Index adjuster for the Los Angeles-Riverside-Orange County, California area.

6 RENT PAYMENT PROCEDURE AND ACCOUNTING.

7 b. Date and Place of Payment and Filing: Rent payments shall be
8 delivered on the first day of each month to the Department of Parks, Recreation
9 and Marine, 2760 Studebaker Road, Long Beach, California 90815. The
10 designated place of payment and filing may be changed at any time by Lessor upon
11 written notice to Lessee. Rentals may be paid by check made payable to the City
12 of Long Beach.

13 c. Charge for Late Payment. Rent not paid when due shall bear interest
14 at the rate of 10% per annum from the date due until paid.

15 7. NOTICE. Any notice, demand, request, consent, approval or
16 communication that either party desires or is required to give to the other party or any other
17 person shall be in writing and either served personally or sent by prepaid, first class mail.
18 Any notice, demand, request, consent, approval or communication that either party desires
19 or is required to give to the other party shall be addressed to the other party at the address
20 set forth below:

| | |
|-------------------------|------------------------------|
| 21 TO: Lessor | TO: Lessee |
| City of Long Beach | NAVY YACHT CLUB - LONG BEACH |
| Attention: City Manager | 223 Marina Drive |
| 333 W. Ocean Blvd. | Long Beach, CA 90803 |
| Long Beach, CA 90802 | |

24 with a copy to: Director of Parks, Recreation & Marine
25 2760 Studebaker Road
Long Beach, CA 90815-1697

26 Either party may change its address by notifying the other party of the change
27 of address. Notice shall be deemed communicated within forty-eight (48) hours from the
28 time of mailing, if mailed as provided in this paragraph.

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1 8. UTILITIES. Lessee shall make all arrangements for and pay for all
2 telephone service and for any connection charges related thereto. Lessor shall provide,
3 at its cost, water, electric and refuse services to the Premises.

4 9. SIGNS. Lessee shall not place or install on the exterior of the
5 Premises any sign advertising its business; provided, however, Lessee, with the prior
6 written approval of the Director, and in compliance with the provisions of the Long Beach
7 Municipal Code pertaining to signs and billboards, may place lettering or signs on or about
8 the Premises.

9 10. DESTRUCTION. If, during the term, any of the structures or
10 improvements on the Premises are destroyed from any cause or in the event said
11 structures or improvements are declared unsafe or unfit for use and occupancy by any
12 public agency having jurisdiction, either party may terminate this Lease upon (30) days'
13 written notice to the other.

14 11. MAINTENANCE AND ALTERATION.

15 a. Lessor's Obligation: Lessor shall maintain or cause to be maintained,
16 including repair and replacement as necessary to the roof only. Lessee shall
17 promptly notify Lessor, in writing, of any work of repair which is Lessor's obligation.

18 b. Lessee's Obligation: Except as provided in subparagraph a. above,
19 Lessee shall, to the satisfaction of Lessor, keep and maintain the entire Premises,
20 including the plate glass windows, interior and exterior paint, electrical systems, and
21 window and floor coverings in good condition and in substantial repair as acceptable
22 to the City. It shall be Lessee's responsibility to take all steps necessary or
23 appropriate to maintain such a standard of condition and repair. Lessee expressly
24 agrees to maintain the Premises, the areas adjacent thereto, including the
25 landscaping within 75 feet of the Premises, and said furniture, furnishings, and
26 equipment in a safe, clean, wholesome and sanitary condition and to keep the
27 Premises free and clear of rubbish and litter in compliance with all applicable laws.
28 Lessee shall make no alterations to the Premises without the prior written consent

1 and approval of the Director. Lessor shall have the right to enter upon and inspect
2 the Premises at any time for cleanliness and safety. Lessee has inspected the
3 Premises and accepts same in an "as is" condition.

4 c. Lessor's Right to Repair: If Lessee fails to maintain or make repairs
5 or replacements as required herein, Lessor may notify Lessee in writing of said
6 failure. Should Lessee fail to correct the situation within a reasonable time
7 thereafter, as established by Lessor, Lessor may, but shall not be required to do so,
8 make the necessary correction and the cost thereof, including, but not limited to, the
9 cost of labor, materials, and equipment and administration, shall be deemed
10 additional tent to be paid by Lessee within ten (10) days of receipt of a statement
11 of said cost from Lessor. Lessor may, at its option, choose other remedies
12 available herein, or by law.

13 12. INSURANCE. Concurrent with the execution of this Lease and in
14 partial performance of Lessee's obligations hereunder, Lessee shall procure and maintain,
15 at its cost, during the term of this Lease and any extensions or renewals thereof, from an
16 insurer admitted in California or having a minimum rating of or equivalent to A:VIII in Best's
17 Insurance Guide:

18 a. Comprehensive General Liability insurance including products,
19 watercraft, and fire legal liability with a combined single limit of at least \$1,000,000
20 for each occurrence or Two Million Dollars (\$2,000,000) general aggregate. City,
21 its officials, employees and agents shall be covered as additional insureds with
22 respect to liability arising from activities performed by or on behalf of Lessee. Said
23 insurance shall be primary insurance with respect to City and shall contain a cross-
24 liability endorsement.

25 b. "All Risk" property insurance in an amount sufficient to cover the full
26 replacement value of Lessee's personal property, improvements and equipment on
27 the Premises.

28 c. Upon the execution of this Lease, Lessee shall deliver to City

1 certificates of insurance with original endorsements evidencing the coverage
2 required by this Lease. The certificates and endorsements shall be signed by a
3 person authorized by the insurer to bind coverage on its behalf. City reserves the
4 right to require complete certified copies of all policies at any time.

5 d. Said insurance shall contain an endorsement requiring thirty (30) days'
6 prior written notice from insurers to City before cancellation or change of coverage.

7 e. Said insurances may provide for such deductibles or self-insured
8 retention as may be acceptable to the City Manager or his designee. In the event
9 such insurance does provide for deductibles or self-insured retention, Lessee
10 agrees that it will fully protect City, its officials, and employees in the same manner
11 as the these interests would have been protected had the policy or policies not
12 contained a deductible or retention provisions. With respect to damage to property,
13 City and Lessee hereby waive all rights of subrogation, one against the other, but
14 only to the extent that collectible commercial insurance is available for said damage.

15 f. Not more frequently than every two (2) years, if, in the opinion of City,
16 or of an insurance broker retained by City, the amount of the foregoing insurance
17 coverages is not adequate, Lessee shall increase the insurance coverage as
18 required by City.

19 g. The procuring of said retention shall not be construed as a limitation
20 on Lessee's liability or as full performance on Lessee's part of the indemnification
21 and hold harmless provisions of this Lease; and Lessee understands and agrees
22 that, notwithstanding any insurance, Lessee's obligation to defend, indemnify and
23 hold City, its officials and employees harmless hereunder is for the full and total
24 amount of any damage, injuries, loss, expense, costs or liabilities caused by the
25 condition of the Premises or in any manner connected with or attributed to the acts
26 or omissions of Lessee, its officers, agents, employees, subtenants, licensees,
27 patrons or visitors, or the operations conducted by Lessee, or the Lessee's use,
28 misuse or neglect of the Premises.

1 h. Any modification or waiver of the insurance requirements herein shall
2 only be made with the written approval of the City's Risk Manager or designee.

3 13. INDEMNITY AND EXCULPATION.

4 a. Exculpation of Lessor: Lessor, its boards, commissions, officials and
5 employees shall not be liable for and Lessee hereby waives all claims against them
6 for loss, theft, or damage to equipment, furniture, trade fixtures, furnishings,
7 records, and other personal property in, or at the Premises, for loss or damage to
8 Lessee's business, or injury to or death of persons in, on or at the Premises from
9 any cause except to the extent caused by the gross negligence or willful misconduct
10 of Lessor, its Board, commissions, officials and employees.

11 b. Indemnity: Lessee shall defend, indemnify and hold harmless, the
12 City of Long Beach, its Boards and Commissioners, its officials, employees
13 (collectively "City") and agents, from and against any and all liability, claims,
14 demands, damage, loss, causes of action, proceedings, penalties, costs, and
15 expenses (including attorneys' fees, court costs, and expert and witness fees)
16 (collectively "Claims" or individually "Claim"). Claims include, by way of example,
17 but are not limited to: Claims for prevailing wage, property damage, personal injury
18 or death arising in whole or in part from the negligence act or omission of Lessee,
19 its officers, employees, agents, contractors or anyone under Lessee's control
20 (collectively "Indemnitor"); Lessee's breach of this Lease; misrepresentation; willful
21 misconduct; and Claims by any employee of Indemnitor relating to workers'
22 compensation. Independent of the duty to indemnify and as a free-standing duty
23 on the part of Lessee, Lessee shall defend the City and shall continue such defense
24 until the Claim (including allegations in a Claim) is resolved, whether by settlement,
25 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the
26 like on the part of Indemnitor shall be required for the duty to defend to arise.
27 Lessee shall notify the City of any Claim within ten (10) days. Likewise, City shall
28 notify Lessee of any Claim and shall assist Lessee, as may be reasonably

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1 requested, in such defense.

2 14. DAMAGE TO PREMISES. With the exception of ordinary wear and
3 tear, Lessee shall be liable for and shall pay the cost of any and all loss, injury or damage
4 to the Premises or any equipment on said Premises, by or on account of any act or
5 omission by Lessee, Lessee's employees, agents, invitees, or licenses.

6 15. TAXES AND ASSESSMENTS. Lessee recognizes and understands
7 that this Lease may create a possessory interest subject to property taxation and that the
8 Lessee may be subject to the payment of property taxes levied on such interest. All taxes
9 and assessments which become due and payable upon the Premises or upon fixtures,
10 equipment, or other property installed or constructed thereon, shall be the full responsibility
11 of Lessee, and Lessee shall cause said taxes and assessments to be paid promptly.

12 16. UNLAWFUL USE. Lessee agrees that no improvements shall be
13 erected, placed upon, operated, nor maintained upon the Premises, nor any business
14 conducted or carried on therein or therefrom, in violation of the terms of this Lease, or of
15 any regulation, order, law, statute, or ordinance of a governmental agency having
16 jurisdiction.

17 17. LESSEE'S PERSONAL PROPERTY. Upon the termination of this
18 Lease (whether by lapse of time or otherwise), Lessee shall promptly remove all of its
19 inventory, furniture, fixtures, and equipment, alterations and improvements and restore the
20 Premises to the condition existing at the commencement date of this Lease, reasonable
21 wear and tear excepted. If Lessee abandons the Premises, is dispossessed thereof by
22 process of law, or otherwise vacates the property, title to any personal property belonging
23 to Lessee and left on the Premises forty-five (45) days after such abandonment,
24 dispossession, or vacation shall be deemed to have been transferred to Lessor. Lessor
25 shall have the right to remove and to dispose of such property without liability therefor to
26 Lessee or to any person claiming under Lessee, and shall have no need to account
27 therefor. Lessee hereby designates Lessor's City Manager as its attorney-in-fact to
28 execute and deliver such documents as may be reasonably required to dispose of such

1 abandoned property and transfer title thereto.

2 18. HOLDING OVER. In the event Lessee shall continue in possession
3 of the Premises after the expiration of the lease term, such possession shall not be
4 considered a renewal of this Lease but a tenancy from month to month and shall be
5 governed by the conditions and covenants contained in this Lease.

6 19. ASSIGNING, SUBLETTING, AND ENCUMBERING. Lessee shall not
7 voluntarily transfer, assign, sublet, or encumber its interests in this Lease without Lessor's
8 prior written approval, which consent shall not be unreasonably withheld. Any transfer,
9 assignment, subletting, or encumbering, whether voluntary or involuntary, without Lessor's
10 consent shall constitute a default and shall be voidable at Lessor's election. No consent
11 to any transfer, assignment, subletting, or encumbering shall constitute a further waiver of
12 the provisions of this paragraph. Any assignee of Lessee shall execute an agreement
13 running to Lessor assuming Lessee's obligations under this Lease. Lessee shall remain
14 fully obligated to Lessor under this Lease notwithstanding any transfer, assignment,
15 subletting, or encumbering of any indulgence granted by Lessor to Lessee or to any
16 transferee, assignee, sublessee, or secured lender unless released in writing by Lessor.

17 20. SUCCESSORS IN INTEREST. Unless otherwise provided in this
18 Lease, the terms, covenants and conditions contained herein shall apply to and bind the
19 heirs, successors, executors, administrators, and assigns of all the parties hereto.

20 21. LESSEE'S DEFAULT. The occurrence of any of the following shall
21 constitute a default by Lessee

22 a. Failure to pay rent when due, if the failure continues for five (5) days
23 after notice has been given to Lessee.

24 b. Failure to perform any of the provisions of this Lease, if the failure to
25 perform is not cured within thirty (30) days after notice has been given to Lessee.
26 If the default cannot reasonably be cured within said thirty (30) days, Lessee shall
27 not be in default of this Lease, if Lessee commences to cure the default within the
28 thirty (30) day period and diligently, and in good faith, continues to cure the default.

1 Notices given under this paragraph shall specify the alleged default and the
2 applicable Lease provisions, and shall demand that Lessee perform the provisions of the
3 Lease or pay the rent that is in arrears, as the case may be, within the applicable period
4 of time or quit the Premises. No such notice shall be deemed a forfeiture or a termination
5 of this Lease unless Lessor so elects in the notice.

6 22. LESSOR'S REMEDIES. Lessor shall have the following remedies if
7 Lessee commits a default. These remedies are not exclusive; they are cumulative in
8 addition to any remedies now or later allowed by law. Lessor can continue this Lease in
9 full force and effect, and the Lease will continue in effect as long as Lessor does not
10 terminate Lessee's right to possession, and Lessor shall have the right to collect rent when
11 due. During the period Lessee is in default, Lessor can enter the Premises and relet them,
12 or any part of them, to third parties for Lessee's account. Lessee shall be liable
13 immediately to Lessor for all costs Lessor incurs in reletting the Premises, including,
14 without limitation, broker's commissions, expenses of remodeling the Premises required
15 by the reletting, and like costs. Reletting can be for a period shorter or longer than the
16 remaining term of this Lease. Lessee shall pay to Lessor the rent due out of this Lease on
17 the dates the rent is due, less the rent Lessor receives from any reletting. No act by Lessor
18 allowed by this paragraph shall terminate this Lease unless Lessor notifies Lessee that
19 Lessor elects to terminate this Lease. After Lessee's default, and for as long as Lessor
20 does not terminate Lessee's right to possession of the Premises, if Lessee obtains
21 Lessor's consent, Lessee shall have the right to assign or sublet its interests in this Lease,
22 but Lessee shall not be released from liability.

23 Lessor can terminate Lessee's right to possession of the Premises at any
24 time. No act by Lessor other than giving notice to Lessee shall terminate this Lease. Acts
25 of maintenance, efforts to relet the Premises, or the appointment of a receiver on Lessor's
26 initiative to protect Lessor's interest under this Lease shall not constitute a termination of
27 Lessee's right to possession. On termination, Lessor has the right to recover from Lessee:

28 a. The worth, at the time of the award of the unpaid rent that had been

1 earned at the time of the termination of this Lease.

2 b. The worth, at the time of the award of the amount by which the unpaid
3 rent that would have been earned after the date of termination of this Lease until the
4 time of award exceeds the amount of the loss of rent that Lessee proves could have
5 been reasonably avoided.

6 c. The worth, at the time of the award of the amount by which the unpaid
7 rent for the balance of the term after the time of award exceeds the amount of the
8 loss of rent that Lessee proves could have been reasonably avoided.

9 d. Any other amount and court costs, necessary to compensate Lessor
10 for all detriments proximately caused by Lessee's default.

11 "The worth, at the time of the award," as used in a. and b. above is to be
12 computed by allowing interest at the rate of 10% per annum. "The worth, at the time of the
13 award," as referred to in c. above is to be computed by discounting the amount at the
14 discount of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

15 If Lessee is in default of this Lease, Lessor shall have the right to have a
16 receiver appointed to collect and conduct Lessee's business. Neither the filing of a petition
17 for the appointment of a receiver nor the appointment itself shall constitute an election by
18 Lessor to terminate this Lease.

19 Lessor, at any time after Lessee commits a default, can cure the default at
20 Lessee's cost. If Lessor, at any time, by reason of Lessee's default pays any sum or does
21 any act that requires the payment of any sum, the sum paid by Lessor shall be immediately
22 due from Lessee to Lessor at the time the sum is paid, and if paid at a later date shall bear
23 interest at the rate of 10% per annum from the date the sum is paid by Lessor until Lessor
24 is reimbursed by Lessee. The sum, together with the interest on it, shall be deemed
25 additional rent.

26 23. LESSOR'S DEFAULT. Lessor shall be in default of this Lease if it fails
27 or refuses to perform any provision of this Lease that it is obligated to perform if the failure
28 to perform is not cured within sixty (60) days after notice of the default has been given by

1 Lessee to Lessor. If the default cannot be reasonably cured within sixty (60) days, Lessor
2 shall not be in default of this Lease if Lessor commences to cure the default within the sixty
3 (60) day period and diligently and in good faith continues to cure the default.

4 24. QUITCLAIM OF LESSEE'S INTERESTS UPON TERMINATION.

5 Upon termination of this Lease for any reason, including, but not limited to, termination
6 because of default by Lessee, Lessee shall execute, acknowledge and deliver to Lessor
7 within thirty (30) days after receipt of written demand therefor, a good and sufficient deed
8 whereby all right, title and interests of Lessee in the Premises is quitclaimed to Lessor.

9 25. TOTAL TAKING. If, after the effective date, the whole of the

10 Premises, or other improvements to be made by Lessee shall be taken by right of eminent
11 domain or otherwise for any public or quasi-public use, then, when possession shall be
12 taken thereunder by the condemner, or the Lessee is deprived of its practical use of the
13 Premises, and other improvements, whichever date is earlier, this Lease and all rights of
14 Lessor and Lessee hereunder, shall terminate and any rent and all other payments
15 required of Lessee shall be apportioned between the parties. In the event of a partial
16 taking, as a result of which the remaining portion of the Premises, or any other
17 improvements on the Premises cannot be restored to an economically operable facility of
18 a comparable kind and quality to the facility existing prior to the taking with the
19 condemnation awards received by Lessee, then this Lease, at Lessee's option, shall
20 terminate as of the time when possession of the Premises shall be taken by the
21 condemner or Lessee is deprived of its practical use thereof, whichever date is earlier.

22 26. PARTIAL TAKING. If, after the effective date, a portion of the

23 Premises or any other improvements shall be taken by right of eminent domain or
24 otherwise for any public or quasi-public use and the remaining portion of the Premises and
25 improvements can be restored by Lessee to an economically operable facility of
26 comparable kind and quality to the facility existing prior to the taking, then this Lease shall
27 not be affected and Lessee shall retain the remaining portion of the Premises; provided,
28 however, the fixed minimum rent as the total amount that is in the same ratio to the fixed

1 minimum rent as the total number of square feet in the Premises taken bears to the total
2 number of square feet in the Premises immediately before the date of taking.

3 27. EMINENT DOMAIN AWARD. If there is a taking by right of eminent
4 domain, the rights and obligations of the parties with reference to the award and the
5 distribution thereof shall be determined in accordance with the provisions of this section.
6 The award shall belong to and be paid to Lessor, except that Lessee shall receive from the
7 award the following:

8 a. A sum attributable to the value of Lessee's leasehold estate including
9 improvements, which sum shall be first applied toward any outstanding balance due
10 a Lessee's lender.

11 b. A sum attributable to severance damages to be used solely for the
12 restoration of the other improvements upon the Premises.

13 c. A sum attributable to loss of goodwill.

14 28. AMENDMENTS. This Lease sets forth all of the agreements and
15 understandings of the parties and any modification must be in writing duly executed by
16 both parties.

17 29. CAPTIONS. The captions and the table of contents of this Lease shall
18 have no effect on its interpretation.

19 30. PROVISIONS ARE COVENANTS AND CONDITIONS. All provisions,
20 whether covenants or conditions, on the part of Lessee shall be deemed to be both
21 covenants and conditions.

22 31. CALIFORNIA LAW. This Lease shall be construed and interpreted
23 in accordance with the laws of the State of California.

24 32. ATTORNEYS' FEES. In any action or proceeding relating to this
25 Lease, the prevailing party shall be entitled to its costs, including reasonable attorneys'
26 fees.

27 33. WAIVER. No delay or omission in the exercise of any right or remedy
28 of Lessor on any default by Lessee shall impair such a right or remedy or be construed as

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1 a waiver.

2 The receipt and acceptance by Lessor of delinquent rent shall not constitute
3 a waiver of any other defaults; it shall constitute only a waiver of timely payment for the rent
4 payment involved.

5 No act or conduct of Lessor, including, without limitation, the acceptance of
6 the keys to the Premises, shall constitute an acceptance of the surrender of the Premises
7 by Lessee before the expiration of the term. Only a notice from Lessor to Lessee shall
8 constitute an acceptance of the surrender of the Premises and accomplish a termination
9 of the Lease. Lessor's consent or approval shall not be deemed to waive or render
10 unnecessary Lessor's consent to or approval of any subsequent act by Lessee.

11 Any waiver by Lessor of any default must be in writing and shall not be a
12 waiver of any other default concerning the same or any other provision of the Lease.

13 34. NONDISCRIMINATION. In the performance of this Lease, Lessee
14 agrees not to discriminate against any employee or applicant for employment or service
15 on the basis of race, color, religion, ancestry, sex, sexual orientation, AIDS, AIDS related
16 condition, national origin, age, marital status, disability, handicap or veteran status. Lessee
17 shall at all times comply with the Americans with Disabilities Act ("ADA") and shall sole
18 responsibility for providing access at and on the Premises as required by the ADA.

19 NAVY YACHT CLUB - LONG BEACH, a
20 California nonprofit corporation

21 January 6, 200~~4~~⁵

22 By Gordon M. Plumlee
23 Title Jr Staff Commodore NYCLB
24 "Lessee"

25 CITY OF LONG BEACH, a municipal
26 corporation

27 3.18., 200~~4~~⁵

28 By [Signature]
Title City Manager
"Lessor"

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The foregoing Lease is hereby approved as to form this 10th day of

March, 2004.
2005

ROBERT E. SHANNON, City Attorney

By Charles Paulin
Deputy

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JCP:sek
12/17/04 (Final)
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Exhibit "A"

Yacht Club
Office

Shed

Lease Agreement With Navy Yacht Club - Long Beach



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