

LEASE  
BETWEEN THE CITY OF WATSONVILLE  
AND CORRALITOS PADRES, A CORPORATION  
**Table of Contents**

|                                                               |    |
|---------------------------------------------------------------|----|
| 1. PARTIES.....                                               | 2  |
| 2. PREMISES.....                                              | 2  |
| 3. TERM.....                                                  | 2  |
| 3.1 INITIAL TERM .....                                        | 2  |
| 3.2 OPTION TERM .....                                         | 2  |
| 4. RENT.....                                                  | 2  |
| 4.1 Base Rent.....                                            | 2  |
| 4.2 Additional Rent: Utilities .....                          | 2  |
| 4.3 Additional Rent: Community Services.....                  | 2  |
| 4.4 ADDITIONAL RENT – IMPROVEMENTS .....                      | 2  |
| 5. USE OF PREMISES .....                                      | 3  |
| 6. OPERATIONS AND SCHEDULING .....                            | 3  |
| 7. IMPROVEMENTS .....                                         | 3  |
| 7.1 Compliance with Accessibility Standards .....             | 3  |
| 8. OWNERSHIP OF TENANT IMPROVEMENTS .....                     | 4  |
| 9. WORKS OF REPAIR AND IMPROVEMENT .....                      | 4  |
| 9.1 Protection of City against Cost or Claim.....             | 4  |
| 9.2 Notice of Non-Responsibility.....                         | 4  |
| 9.3 Defense and Indemnity.....                                | 4  |
| 9.4 Restrictions on Tenant’s Repairs and Improvements .....   | 4  |
| 9.5 Notices of Completion.....                                | 4  |
| 10. NO SUBORDINATION .....                                    | 4  |
| 11. COMPLIANCE WITH RULES, REGULATIONS, AND LAWS .....        | 5  |
| 12. MAINTENANCE AND REPAIRS OF PREMISES.....                  | 5  |
| 13. HOLDING OVER.....                                         | 5  |
| 14. ABANDONMENT.....                                          | 5  |
| 15. ASSIGNMENTS AND SUBLETTING.....                           | 5  |
| 16. SIGNS, POSTERS, BUILDINGS .....                           | 5  |
| 17. TAXES.....                                                | 5  |
| 17.1 PERSONAL PROPERTY TAXES.....                             | 5  |
| 17.2 POSSESSORY USE TAX.....                                  | 6  |
| 18.WAIVER OF DAMAGES AND INDEMNIFICATION .....                | 6  |
| 19. INSURANCE.....                                            | 6  |
| 19.1 Fire and Property Damage Insurance Policy .....          | 7  |
| 19.2 Commercial General Liability Insurance.....              | 7  |
| 20. DESTRUCTION OF PREMISES .....                             | 7  |
| 21. BREACH.....                                               | 7  |
| 22. LITIGATION EXPENSES .....                                 | 8  |
| 23. SURRENDER OF PREMISES .....                               | 8  |
| 24. DISCRIMINATION.....                                       | 8  |
| 25. WAIVER.....                                               | 8  |
| 26. QUIET ENJOYMENT .....                                     | 8  |
| 27. NOTICES.....                                              | 8  |
| 28. RIGHT OF CITY TO ENTER PREMISES .....                     | 9  |
| 29. RIGHT OF CITY TO AUDIT.....                               | 9  |
| 30. PROPRIETARY AND GOVERNMENTAL ROLES; ACTIONS BY CITY ..... | 9  |
| 31. CONDEMNATION .....                                        | 10 |
| 32. GENERAL PROVISIONS.....                                   | 10 |
| 33. SIGNATURES.....                                           | 10 |

## **1. PARTIES**

This LEASE, made and entered into this 21 of February 2023, between the City of Watsonville, a municipal corporation, hereafter referred to as “City,” and Corralitos Padres, a corporation, hereafter referred to as “Tenant.”

## **2. PREMISES**

City hereby leases to Tenant, and Tenant hereby hires and takes possession from City that certain improved real property situated at 35 Browns Valley Road in the City of Watsonville, California on the terms and conditions as hereafter set forth and hereafter called “Premises” and depicted on Exhibit “A”.

## **3. TERM**

### **3.1 INITIAL TERM**

The term of this Lease shall be for seven (7) years, which term will commence on January 1, 2023, and shall expire on December 31, 2030, unless sooner terminated under the provisions of this Lease.

### **3.2 OPTION TERM**

Tenant shall have the right to extend the term of the Lease for one (1) additional term of three (3) years. In order to be effective, Tenant shall give written notice of intent to exercise the option at least sixty (60) days before the expiration of the Initial Term.

## **4. RENT**

### **4.1 Base Rent**

Tenant shall pay to City the sum of Five Dollars (\$7.00), in advance, all due and payable upon execution of this Lease as payment in advance for the term.

### **4.2 Additional Rent: Utilities**

Tenant shall pay for gas, heat, light, power, telephone service, water, garbage, and all other services supplied to the Premises by City or others, including installation and connection of such services from the main source thereof. Tenant may charge to City or other users of facilities, proportional utility fees based on the number of days facility is used by City within the monthly billing period of utility. City shall provide Tenant with water service at no charge.

### **4.3 Additional Rent: Community Services**

Tenant shall also actively provide outreach to the Watsonville community by actively advertising the availability of the facility for rental purposes. Further, the Padres shall outreach to Watsonville youth particularly, by collaborating with the City’s Parks and Community Services Department and other non-profit agencies within the City of Watsonville to schedule the use of the facility for the conduct of various youth-based activities.

### **4.4 ADDITIONAL RENT – IMPROVEMENTS**

Tenant shall make the following improvements to the facilities. These items are conditions subsequent to the execution of the lease and are for the sole benefit of the City. Failure of Tenant to satisfy one or more of these conditions by June 1, 2023 shall, at City’s sole and exclusive option be cause for immediate termination of this lease after 30-day notice to correct:

- Striping of ADA Parking and ADA compliance signage
- Smoke alarms with an exterior audible alarm

## 5. USE OF PREMISES

The Premises may be used for conducting social and community activities that have historically been conducted by the Corralitos Padres activities including but not limited to Corralitos Padres events and meetings, the annual Lumber Jack Breakfast, Boy Scout, Cub Scout, Girl Scout and Brownie meetings, Four-H meetings and activities related to those organizations. Notwithstanding the non-assignability clause below, Tenant may use and rent the Premises for small wedding receptions, club picnics, anniversaries, and club meetings, in order to generate money for continued maintenance and improvements of the Premises. Tenant shall not use or permit the Premises, or any part thereof to be used, for any other purpose or purpose without first obtaining the written consent of the City.

All Tenants shall comply with the Corralitos Padres Community Center Rental Agreement Rules, a copy of which is attached to this Lease and identified as Exhibit B.

## 6. OPERATIONS AND SCHEDULING

Tenant shall be in charge of scheduling the use of the Premises.

The schedule shall allow and accommodate for City to reserve and use the Premises for a period or periods of time, not exceeding five days per month without charge to the City. If either City or Tenant exercises its respective right to use such reserved time, City shall endeavor to notify the Tenant at least 45 days in advance for weekend use and 20 days in advance for weekday use. The City acknowledges that the Tenant shall not be required to cancel a paid reservation previously booked by Tenant to accommodate City requested activities. The City, while using the facilities, will provide its own security and traffic control if necessary and will abide by the Housekeeping Rules.

## 7. IMPROVEMENTS

### 7.1 Compliance with Accessibility Standards

Tenant agrees to maintain any improvements to the Premises so as to satisfy all required State and Federal accessibility standards. For purposes of Section 1938 of the California Civil Code, City hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises has not undergone inspection by a Certified Access Specialist (CASp). As required by Section 1938(e) of the California Civil Code, City hereby states as follows: “A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.” In furtherance of the foregoing, City and Tenant hereby agree as follows: (a) any CASp inspection requested by Tenant shall be conducted, at Tenant’s sole cost and expense, by a CASp designated by City, subject to City’s reasonable rules and requirements; (b) Tenant, at its sole cost and expense, shall be responsible for making any improvements or repairs within the Premises to correct violations of construction-related accessibility standards; and (c) if anything done by or for Tenant in its use or occupancy of the Premises shall require any improvements or repairs to the facilities (outside of the Premises) to correct violations of construction-related accessibility standards, then Tenant shall reimburse City upon demand, as Additional Rent, for the cost to City of performing such improvements or repairs.

## **8. OWNERSHIP OF TENANT IMPROVEMENTS**

At the expiration or termination of the Lease, all fixtures and physical repairs or improvements to the building and grounds shall become City's property free of all claims to or against them by Tenant or any third person.

At the normal expiration or termination of the Lease term, provided Tenant is not in default, Tenant shall have the right to remove any and all furniture and equipment. All personal property such as stoves, refrigerators and other appliances, chairs, tables and equipment provided by Tenant shall remain the property of Tenant.

## **9. WORKS OF REPAIR AND IMPROVEMENT**

### **9.1 Protection of City against Cost or Claim**

Tenant shall pay or cause to be paid the total cost and expense of all works improvements and repairs, as the phrase is defined in the mechanic's lien law in effect at the place of construction when the work begins. No such payment shall be construed as rent. The City shall be notified, at least 7 days prior to the date of construction so that the City can post a proper Notice of Non-Responsibility.

### **9.2 Notice of Non-Responsibility**

Tenant shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, materialman's, contractor's, or subcontractor's lien arising from any work or improvement, however it may arise. However, Tenant may in good faith and at Tenant's own expense contest the validity of any such asserted lien, claim, or demand, provided Tenant has furnished the bond required in California Civil Code Section 3143.

### **9.3 Defense and Indemnity**

Tenant shall defend, indemnify and hold the City harmless against all liability and loss of any type arising out of work performed on the Premises by Tenant, or a Tenant's request, together with reasonable attorney's fees and all costs and expenses incurred by City in negotiating, settling, defending, or otherwise protecting against such claims.

### **9.4 Restrictions on Tenant's Repairs and Improvements**

Any remodeling or construction work by Tenant on the Premises shall be first subject to written approval by City and will require appropriate City of Watsonville building permits. Tenant shall submit plans and specifications for improvements to the City. Any such work shall be done and performed in the lawful manner and in conformity with all applicable laws, ordinances, codes and regulations.

Tenant shall keep the Premises free from any and all liens and charges on account of labor and materials used in contributing to any improvement installed by Tenant upon the Premises, and Tenant shall hold harmless the City for any such liens and charges. No consent given by City to Tenant however shall be construed to make City a "participating owner: and therefore ineligible for the protection offered under Civil Code Section 3094 and 3129 (Notices of Non-responsibility).

### **9.5 Notices of Completion**

On completion of any work improvement, Tenant shall file or cause to be filed a notice of completion. Tenant hereby appoints City as Tenant's attorney in fact to file the notice of completion on Tenant's failure to do so after the work of improvement has been substantially completed.

## **10. NO SUBORDINATION**

City shall not subordinate title to the Premises to any security transaction. The Premises are now and shall remain free and clear of any liens, encumbrances, or other Tenant obligations to third persons.

## **11. COMPLIANCE WITH RULES, REGULATIONS, AND LAWS**

In the use and occupancy of the Premises and in the conduct of all business, activities and transactions thereon, Tenant will comply with all applicable laws, ordinances, rules, regulations, and orders of the County of Santa Cruz, City or any governmental subdivision, body, or authority, including all federal, state, and municipal laws and ordinances.

## **12. MAINTENANCE AND REPAIRS OF PREMISES**

Tenant shall maintain in good condition the exterior of the Premises, including outside walls and roof, ceiling, parking area, driveway, landscaping, electrical systems for the facility, heating and air conditioning equipment, plumbing, doors, and hardware, in as good order, condition and repair as they shall be upon the commencement of the term of this Lease. Tenant shall keep drainage ditches and gutters free of debris.

## **13. HOLDING OVER**

If Tenant shall hold possession of the Premises after the term of this Lease between City and Tenant; Tenant shall become a Tenant from year to year upon the terms and conditions specified herein, except at the option of City and after notice, if Tenant shall hold over without the consent of City, rent may be increased from the one dollar per year base rent to fair market rent or as amended and agreed between City and Tenant, and shall continue to be such until the tenancy shall be terminated by City on thirty (30) days' notice or until Tenant shall have given at least (30) days' notice of Tenant's intention to terminate the tenancy. The events scheduled beyond the term of this lease shall be negotiated between the tenant and the City. During the hold over term use of the facilities for the scheduled events will be honored by the City, provided that the premises are in such condition to house/host such events and providing Tenant pays any applicable increase rent if required by City.

## **14. ABANDONMENT**

Tenant shall not vacate or abandon the Premises at any time during the term thereof; if Tenant shall abandon, vacate or surrender the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned and at the option of City shall become City's property free from all claims of Tenant.

## **15. ASSIGNMENTS AND SUBLETTING**

Tenant represents and agrees that it shall not assign this Lease, or any interest therein, and shall not lease or sublet the Premises, or any part thereof, or any privilege appurtenant thereto, without the prior written consent of City first. A consent to one assignment or subletting shall not be construed as a consent to any subsequent assignment or subletting.

## **16. SIGNS, POSTERS, BUILDINGS**

No political or religious signs of any kind may be displayed on the Premises. No advertising signs, posters, or similar devices shall be erected, displayed or maintained in, on, about, or above the Premises or the structure thereon without the prior written approval of the City Manager. Tenant in its operations shall not unreasonably interfere with the property, interests, operations, or activities of the City or of other tenants of the City.

## **17. TAXES**

Tenant will pay all taxes, assessments and license levied, imposed or required by a governmental subdivision, body, or authority on or in respect to its use and occupation of the Premises, including but not limited to:

### **17.1 PERSONAL PROPERTY TAXES**

Any improvements or property placed on the Premises by Tenant or any person with its permission; and

## 17.2 POSSESSORY USE TAX

Pursuant to section 107.6(a)<sup>1</sup> of the State Revenue and Taxation code the City hereby gives notice that the property interests to Tenant under this Lease may be subject to property taxation as a possessory interest and the Tenant acknowledges that it shall be subject to payment of property tax if a possessory interest tax is levied on the property interest.

---

<sup>1</sup>R & T Section 107.6. (a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

(b) Failure to comply with the requirements of this section shall not be construed to invalidate the contract. The private party may recover damages from the contracting state or local public entity, where the private party can show that without the notice, he or she had no actual knowledge of the existence of a possessory interest tax.

The private party is rebuttably presumed to have no actual knowledge of the existence of a possessory interest tax. In order to show damages, the private party need not show that he or she would not have entered the contract but for the failure of notice.

(c) For purposes of this section:

(1) "Possessory interest" means any interest described in Section 107.

(2) "Local public entity" shall have the same meaning as that set forth in Section 900.4 of the Government Code and shall include school districts and community college districts.

(3) "State" means the state and any state agency as defined in Section 11000 of the Government Code and Section 89000 of the Education Code.

(4) "Damages" mean the amount of the possessory interest tax for the term of the contract.

## 18.WAIVER OF DAMAGES AND INDEMNIFICATION

City shall not be liable to tenant for any injury or damage that may result to any person or property by or from any cause whatsoever, including results from acts of negligence on the part of City agents, servants, employees, or invitees. Said waiver is expressly extended to injury or damage caused by fire, water leakage of any character from the roof(s), wall(s), basement, or any other part of the property, or caused by gas, oil, electricity, or any other cause in or about the Premises or the building(s). City however, shall be responsible for any such conduct as may occur during scheduled City activities as set forth in section 6.

Tenant shall hold City harmless from, and defend City against, any and all claims or liability for any death or injury to any person or damage to any property, whatsoever, occurring in, on or about the Premises or any part thereof, or occurring in, on about any other areas of facilities of the building, including without limiting the foregoing, walkway(s), driveway(s), parking area(s), stairways, or passageways if such death, injury or damage shall be caused in part or in whole, directly or indirectly, by the act, negligence or fault of, or omission of any duty, with respect to the City, or by Tenant, its agents, servants, employees, or invitees. This section 18 shall survive the termination of this Lease.

## 19. INSURANCE

All policies required to be maintained by Tenant pursuant to the terms of this Lease shall be issued by companies authorized to do business in the State of California with a financial rating of at least A plus three A status as rated in the most recent edition of Best Insurance Reports. Tenant shall pay premiums therefore and shall deliver annually to City Endorsements naming the City as additional loss payee as to the fire and property damage and additional insured as to the liability policy. If Tenant fails or refuses to procure or maintain the insurance coverage required hereunder, or fails or refuses to furnish City with proof that coverage has been procured and is in full force and paid for, City shall have the right, at City's election and without notice to Tenant, but without any obligation to do so, to procure and maintain such coverage. Tenant shall reimburse City on demand for any premiums City so pays in connection with such procurement. Failure to so reimburse City within thirty days of request shall be just cause for City to terminate this Lease.



## **19.1 Fire and Property Damage Insurance Policy**

Tenant shall procure and keep in force a fire and extended coverage insurance upon all structural improvements (buildings) owned by City on the Premises in an amount of eighty (80%) percent of the replacement value thereof with City named as beneficiary thereof.

Tenant shall be responsible for any and all fire insurance coverage for personal contents.

## **19.2 Commercial General Liability Insurance**

During the rental term, Tenant, at Tenant's sole expense, shall secure and maintain in force such policies of insurance as will protect it and City from claims for damages or injury resulting from bodily injury, including death, and for the loss or damage to property of other which may arise from operations of this Lease.

Such insurance shall contain statements that:

- These policies shall also apply to City, as an additional named insured by way of endorsement to the policy, not a certificate of insurance;
- The insurance afforded by these policies applies severally as to each insured, except that the inclusion of more than one insured shall not operate to increase the limit of the company's liability, and the inclusion hereunder of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included;
- The insurance shall be primary insurance over any other insurance carried by City, which other insurance shall be considered excess only;
- The above policies specifically include contractual indemnity coverage indemnifying City;
- The policies shall provide that they may not be canceled, nor the coverage reduced until thirty (30) days after a written notice of such cancellation or reduction in coverage is delivered to City at the address contained herein;
- The policies of insurance shall specifically say that the insurance companies waive any and all right of subrogation against City.
- Such liability insurance shall be written with limits of at least One Million (\$1,000,000) Dollars combined single limits, and shall be written by companies acceptable to City.
- The limit of liability insurance coverage may be unilaterally adjusted up or down at City's reasonable discretion commensurate with inflation and other liability factors upon adoption of resolution of the City Council of the City.
- Endorsements evidencing the above obligations shall be delivered to the City Clerk on execution of the Lease Agreement.

## **20. DESTRUCTION OF PREMISES**

In the event the structure on the premises is destroyed to the extent of fifty (50%) or more of the replacement cost thereof, the City may elect to terminate this lease. A total destruction of the structure on the premises shall terminate this lease.

## **21. BREACH**

After service of ten (10) days written notice thereof by City on Tenant any one of the following shall constitute a breach of this Lease by Tenant:

- The appointment of a Receiver to take possession of all or substantially all of the assets of Tenant; or
- A general assignment by Tenant for the benefit of creditors; or
- Any action taken or suffered by Tenant under any insolvency or bankruptcy; or
- A default in the payment of the rent herein reserved or any part thereof, for a period of twenty (20) days; or
- A default in the performance of any other covenant or condition of this Lease on the part of Tenant to be performed for a period of twenty (20) days; or
- At the option of City, failure to satisfy any condition set forth in this lease.

## **22. LITIGATION EXPENSES**

If either party shall bring an action against the other by reason of the breach of any covenant, warranty, or condition hereof, or otherwise arising out of this Lease, whether for declaratory or other relief, the prevailing party in such suit shall be entitled to its costs of suit and reasonable attorney fees, which shall be payable whether or not such action is prosecuted to judgment. "Prevailing Party" within the meaning of this paragraph shall include without limitation a party who brings an action against the other after the other's breach of default, if such action is dismissed upon other's breach or default, if such action is dismissed upon the other's payment of the sums allegedly due or performance of the covenant's allegedly breached, or if the plaintiff obtains substantially the relief sought by it in the action.

## **23. SURRENDER OF PREMISES**

Tenant agrees to surrender the Premises at the expiration or termination of the tenancy herein created in the same condition as the Premises were in at the beginning of the tenancy, reasonable use and were thereof and damage by act of God or the elements excepted. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof shall not work a merger, and shall, at the option of City, terminate all or any existing subleases or sub-tenancies, or may, at the option of City, operate as an assignment to City of any or all such subleases or sub-tenancies.

## **24. DISCRIMINATION**

Tenant shall not nor shall it allow its permitted users to discriminate in the use or occupancy of the premises based on age, race, sex, ethnicity or religion or any other state or federally protected class of persons.

## **25. WAIVER**

Any waiver, expressed or implied, by either party of any breach by the other party of any agreement, term or condition of this Lease shall not be, or be construed to be, a waiver of any subsequent breach of a like or other agreement, term of conditions hereof; and the acceptance of rent hereunder shall not be, or be construed to be, a waiver of any breach of any agreement, term or condition of this Lease, except as to the payment of rent so accepted. The rights and remedies of either party under this Lease shall be cumulative and in addition to any and all other rights and remedies which either party as or may have.

## **26. QUIET ENJOYMENT**

City covenants and warrants that upon Tenant's paying the rent and observing and performing all of the terms, covenants, and conditions on Tenant's part to be observed and performed hereunder, Tenant shall and may peaceably and quietly enjoy the Premises hereby demised, subject nevertheless to the terms and conditions of this Lease.

## **27. NOTICES**

All notices, consents, waivers, or other communications which this Lease requires or permits either party to give to the other shall be in writing and shall be served personally and forwarded by registered or certified mail, return receipt requested, made upon or addressed to the respective parties or such other address as may be contained in a notice from either party to the other given pursuant to this paragraph, as follows:

City of Watsonville  
City Clerk's Office  
275 Main Street, Suite 400 (4<sup>th</sup> Floor)  
Watsonville, CA 95076

President  
Corralitos Padres  
91 Aldridge Lane  
Watsonville, CA 95076



## **28. RIGHT OF CITY TO ENTER PREMISES**

A. City shall have the right to enter upon the Premises at all reasonable times during the term of this Lease for any of the following purposes:

1. To inspect the Premises;
2. To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;
3. To do any necessary maintenance or perform any auditing, testing or sampling and to make any restoration to the Premises that City has the right or obligation to perform;
4. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease;
5. To post “for sale” signs at any time during the Term and to post “for rent” or for lease” signs during the last six (6) months of the Term or during any period while Tenant is in default;
6. To show the Premises to brokers, agents, prospective buyers, or other persons interested in the purchase of the Premises at any time during the Term; and
7. To show the Premises to brokers, agents, prospective tenants and other persons interested in leasing the Premises during the last six (6) months of the Term.

B. City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of City's entry on the Premises as provided in this paragraph, except for property damage resulting from the negligent acts or omissions of City or its authorized representatives. Tenant shall not be entitled to an abatement or reduction of rent if City exercises any rights reserved in this paragraph. City shall conduct City's activities on the Premises pursuant to this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

## **29. RIGHT OF CITY TO AUDIT**

City shall have the right to audit and inspect the books and business records of Tenant to determine the frequency and identity of persons and organizations using the Premises for both profit and non-profit activities, and to determine Tenant's profit and loss, expenses and costs, and generally accepted audit objectives. Such audit shall be conducted not more frequently than quarterly upon ten (10) days written notice of intent to conduct audit given by the City Administrative Services Director.

## **30. PROPRIETARY AND GOVERNMENTAL ROLES; ACTIONS BY CITY**

Except where clearly and expressly provided otherwise in this Lease, the capacity of the City in this Lease shall be as owner and lessor of property only (“Proprietary Capacity”), and any obligations or restrictions imposed by this Lease on the City shall be limited to that capacity and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect its governmental capacities, including enacting laws, inspecting structures, reviewing and issuing permits, and all of the other legislative and administrative or enforcement functions pursuant to federal, state or local law (“Governmental Capacity”). When acting in its Proprietary Capacity, discretionary actions may be undertaken by the City Manager or other designees as designated by the City Manager to the extent otherwise provided for in this Lease. In addition, nothing in this Lease shall supersede or waive any discretionary or regulatory approvals required to be obtained from the City under applicable law, nor guarantee that the City, in its Governmental Capacity, will grant any particular request for

a license, permit or other regulatory approval. Tenant understands that the City may grant or deny such request in its sole discretion, and may impose such terms and conditions as it deems consistent with that discretion and applicable law.

### 31. CONDEMNATION

If the whole or any substantial part of the Premises shall be taken by any paramount public authority under the power of eminent domain then the term of this Lease shall cease as the part so taken from the date the possession of that part shall be taken for any public purpose, and from that day Tenant shall have the right either to cancel this Lease or to continue in the possession of the remainder of the Premises under the term herein provided, except that the square foot rental shall be reduced in proportion to the amount of the Premises taken.

Damages awarded for such taking shall be awarded the City and Tenant waives any claim or interest in remaining term of the leasehold. Provided, however, that City shall not be entitled to any portion of the award made for loss of business installation, relocation, or improvements belonging to Tenant.

### 32. GENERAL PROVISIONS

- All the provisions of this Lease shall be deemed and construed to be “covenants” as though the words imported such covenants were used in each separate paragraph hereof, except when expressed as conditions.
- This Lease shall be construed and enforced in accordance with the laws of the State of California.
- This Lease and the covenants and agreements herein contained shall bind and insure to the benefit of the parties hereof, their heirs, successors, executors, administrators, and when permitted assigns.
- Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.
- Tenant shall deliver to City on execution of this Lease, that party shall not unreasonably withhold such consent or approval.
- Tenant shall deliver to City on execution of this Lease, a certified copy of a resolution of its governing body authorizing the execution of this Lease and naming the officers that are authorized to execute this lease on behalf of the corporation.
- This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement.
- There are two Exhibits to this Lease: A and B.
  - Exhibit A: Premises
  - Exhibit B: Corralitos Padres Community Center Rental Agreement Rules

### 33. SIGNATURES

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease the day and year first above written.

**CITY**

**TENANT**

City of Watsonville, a municipal corporation

Corralitos Padres, a corporation

By: \_\_\_\_\_  
Rene Mendez, City Manager

By: \_\_\_\_\_  
Ron Bonnema, President

ATTEST:

---

Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

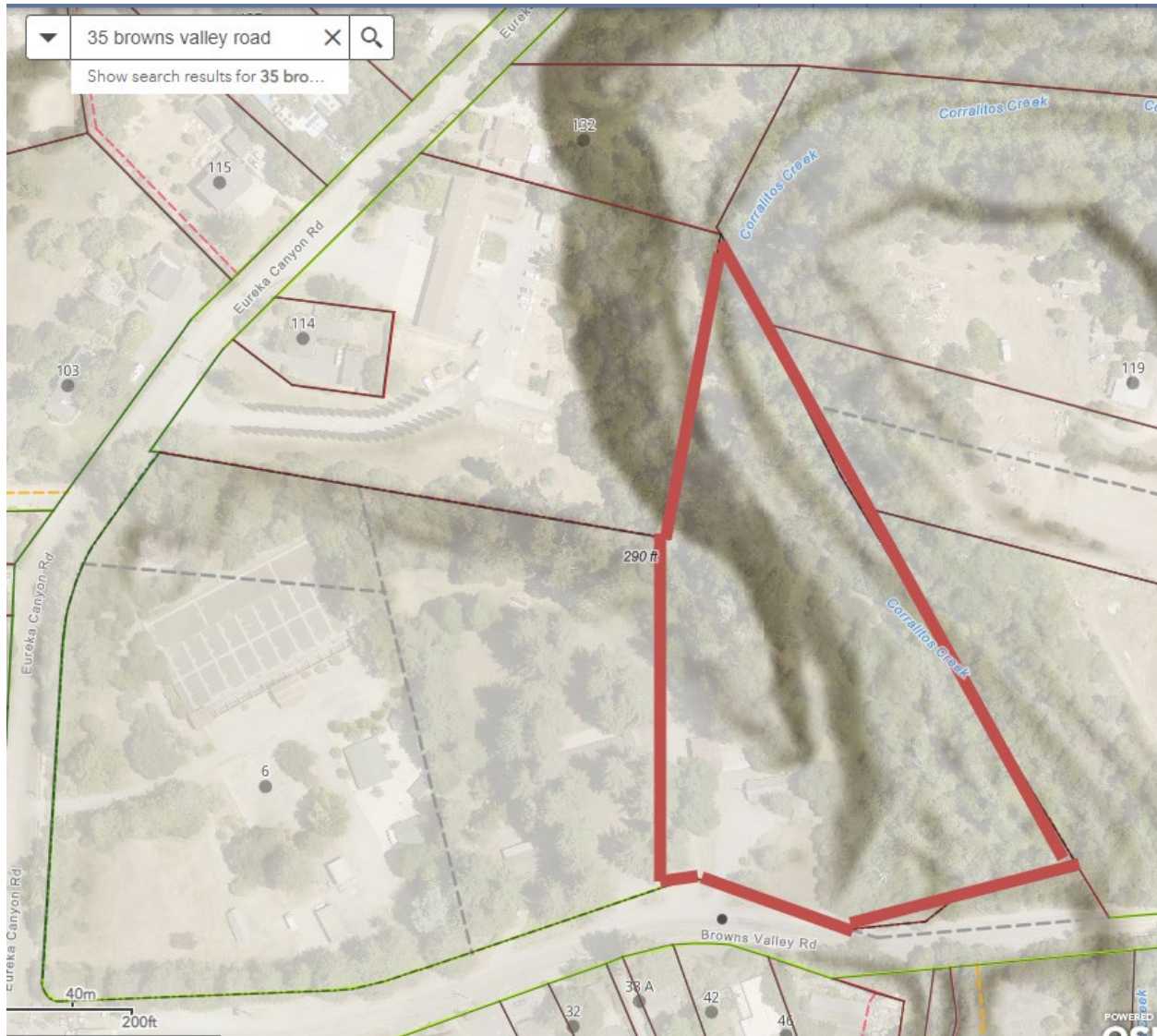
---

Samantha Zutler, City Attorney

## EXHIBIT "A"

### PREMISES

The Premises for this lease include the area outlined in red below, located at 35 Browns Valley Road, Watsonville, CA 95076.



## ***Corralitos Padres' Community Center Rental Agreement***

Name\_\_\_\_\_ Address\_\_\_\_\_

City\_\_\_\_\_ Zip Code\_\_\_\_\_

Phone\_\_\_\_\_ Date of Event\_\_\_\_\_

Type of Event \_\_\_\_\_

**Rent is \$2000 for the day 6AM-10pm {clean up done by 11:00pm} for any private party (Weddings, Birthdays, Anniversaries, or Company Parties}.**

**Nonprofit events or Memorials are negotiable. \$\_\_\_\_\_**

- 1. I/We agree to Pay \$\_\_\_\_\_ rental fee with a \$500 deposit upon signing the contract. An additional \$500 cleaning and security deposit is due 45 days prior to the event. The cleaning/security deposit is refundable if there is no damage or complaints after the event.**
- 2. I/We agree to provide Security with a copy of the contract with PANTHER PROTECTIVE SERVICE OF WATSONVILLE 831-722-2690 prior to the event.**
- 3. The renter must obtain a one-time event insurance policy with a minimum of \$1,000,000 liability naming the Corralitos as co-insured. A copy of the insurance policy must be received by the Padres prior to the event.**
- 4. Renter agrees to indemnify and hold harmless the Corralitos Padres/City of Watsonville, from an injury to any person or property in connection with the rental of the Corralitos Padres' Community Center for said event.**
- 5. All checks should be written to "Corralitos Padres" Please with the event date on the check. Send check and agreement to Corralitos Padres  
c/o Roland Hedgpeth 87 Aldridge Lane, Watsonville, CA 95076**
- 6. Please refer to the check-off list for cleaning instructions. If extra cleaning needs to be done the renter will be charged at the rate of \$30/hr. with a two-hour minimum. Other options for cleaning can be arranged by calling 831-359-1978 (ask for Jennifer).**
- 7. Please check and sign the list about music, noise, and cleaning regulations. (See page 2 of building rules)**

**I/We have read and agree to all Corralitos Padres' rules (see pages 2 & 3)**

**Renter's signature \_\_\_\_\_ Date \_\_\_\_\_**

## **Corralitos Padres Community Center      pg2**

### **Building Rules**

1. Be courteous to our neighbors and keep the noise level down.
2. All music must stop by 9:30 p.m. (County Ordinance) 8:30pm Mon. to Thur.  
The decibel levels must be below 65 at 100ft from building. Security will be monitoring the noise level. No loud bands (no bandas) Music must be inside with doors closed.
3. The noise level will be enforced as follows: When a valid complaint is received, or the sheriff office is called the renter will be given one opportunity to correct the problem. With the second complaint, the event will be shut down. This may result in the forfeiture of the \$500 security/cleaning deposit.
4. There is NO SMOKING in the building.
5. NO DRIVING or parking on the area adjacent to the patio. Use the front parking area only.
6. The attic, the side storage area and the property adjacent to the center known as the Corralitos Woman's Club is strictly off limits.
7. The trash must be separated food/biodegradable containers in green bin, recyclable containers (bottle, plastic, cans) in blue container and the garbage in the grey container. The county will fine us \$500 if not separated. The key for trash containers should be on the keys ring.
8. The building must be cleaned, and chairs/tables put away according to the building clean up rules.
9. ABSOLUTELY NO JUMP HOUSES. All children must be under the supervision of adults. I agree to the above contract rules.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Location: Corralitos Padres Community Center

35 Browns Valley Rd, Corralitos, CA 95076

Mailing Address: Corralitos Padres c/o Roland Hedgpeth

87 Aldridge Lane, Watsonville, CA 95076

Deposit Paid \_\_\_\_\_ Cleaning \_\_\_\_\_

Please call one week prior to the event for key pick-up instructions 831-722-1691