

# Commercial Lease Agreement

This lease is made effective by and between Samoa Pacific Group, hereinafter called "Lessor" and Humboldt Classics Senior Softball Association, hereinafter called "Lessee."

2. Term: The term of the within lease shall be for 10 years with the effective date of September 1, 2018. With an Option to renew for 3 Ten year terms.
3. Rent: The Lessee shall pay to the Lessor during the term of this lease, **One Dollar** per year. Due on 1<sup>st</sup> of September each year.
4. Security Deposit: A deposit for Zero Dollars (\$00.00) is due.
5. Notice: All notices and demands shall be in writing either personally delivered or sent certified mail, postage prepaid to the parties at the following address: PO Box 175, Samoa, CA 95564
6. Use of the Premises: Lessee shall use the premises solely for the purposes of using the field for sports.. Lessee shall not conduct any business on the premises that will cause an increase in existing fire insurance rates or cancellation of any policy covering the premises. Lessee shall have use of the field **after 3 pm** during school session during the months of May 1 thru August 31<sup>st</sup>. From 4:00 o'clock pm until dark. Saturday and Sunday from 9:00 a.m. to 8:00 p.m.. The field is unavailable August 10 thru August 31<sup>st</sup> from 5:00 p.m. thru 6:30 p.m. Monday thru Friday.
7. Other Lessees: Lessee shall not permit any act or omission on the premises let hereunder which in any way will obstruct or interfere with the rights of other tenants or occupants of adjacent property belonging to Lessor.
8. Taxes and Insurance: (a) Lessor shall pay the real estate taxes on the premises and the property in which the premises are located those taxes associated with improvements made by Lessee and affixed to the premises by Lessee, which shall be the sole responsibility of the Lessor. (b) Lessor shall maintain extended coverage on the improvements belonging to Lessor (excluding trade fixtures and equipment of Lessee). Lessee shall have no claim to any proceeds of Lessor's insurance.
9. Alterations: Lessee shall make improvements to the field as outlined in the sketch submitted by Humboldt Classics Senior Softball Association, which includes repair of the infield, to provide bases, move the backstop, provide bleachers and form concrete. Lessor maintains the grass, repair the fence, pour the concrete and provide benches. Lessor may require, at Lessor's sole discretion, engineering or architectural opinions if reasonable necessary, and may impose such further and additional conditions as are necessary to protect the interests of the lessor and other tenants of Lessor on adjacent premises. The right to withhold consent by Lessor is absolute, and shall be at Lessor's sole discretion
10. Repairs: Lessor shall maintain the field including watering/ Lessee shall be responsible for rebuilding the softball field.

11. Liens: Lessee shall not suffer or permit any liens of any type on the premises as consequence of a mechanic or material lien.
12. Abandonment: Lessee shall not vacate or abandon the premises during the term of this lease. Should Lessee abandon the premises, any personal property belonging to Lessee shall be deemed abandoned.
13. Assignment and Subletting: Lessee shall not assign or sublet the within lease except with the written permission of Lessor, first had and obtained. The consent of Lessor on one occasion shall not be deemed consent to future assignments or subletting. The consent to an assignment shall not be unreasonable withheld. In the event that Lessee should seek consent to assignment or subletting, Lessee shall submit satisfactory evidence to the financial ability of the proposed assignee or subtenant.
14. **Liability Insurance**: Lessee shall carry public liability insurance with insurers licensed to do business in the State of California, and shall cause Lessor to be named as an additional insured there upon with the premises shown as the insured premises. The amount of such insurance shall be not less than one million dollars (\$1,000,000.00) for personal injuries per accident, and \$500,000.00 property damage. Lessee will provide Lessor with a certificate of such insurance. Such certificate shall require 30 days' notice to Lessor, in writing, as a condition precedent to the elimination or reduction of coverage. Said certificate shall also reflect that the policy contains a contractually assumed liability waiver endorsement.
15. Utilities: Water and Electric to be paid by lessor
16. Holding Over: If, with Lessor's consent, Lessee holds over, Lessee shall be a tenant from month to month at the rental rate of 125% of the monthly rent. All other provisions of this lease shall stay in force.
17. Entry by Lessor: Lessor shall have the right, upon 24 hours written or verbal notice to tenant or designated other, to enter the premises at all reasonable times so as to ascertain that Lessee is in compliance with the within lease. Prior notice is not required in the case of an emergency as determined by the Lessor.
18. Default: Lessee shall be in default of this lease if Lessee fails to pay any rental or other payment To be made by Lessee hereunder on the due date, or otherwise abandons or vacates the premises. In accordance with the Code of Civil Procedure Section 1161, Lessee shall have three (3) days in which to cure any default in rent. Lessee shall further be in default if Lessee fails to keep any covenant herein contained after 15 days of written notice from Lessor. In the event of default by Lessee, Lessor shall have all remedies available to Lessor at law or at equity and have the right to immediately terminate this lease and all rights of Lessee hereunder.
- In such event, Lessor may recover from Lessee the worth at the time of the award of any unpaid rent or other charges, which have been earned at the time of termination together with the worth at that time of any other unpaid rent to be earned in the future less other charges that Lessee proves, could be reasonable avoided.
19. Signs: Lessee shall place no signs upon the premises without the prior consent of Lessor; said consent will not be unreasonable withheld if such proposed sign is in good taste and in keeping with the adjacent improvements owned by Lessor.
20. Attorney Fees: In the event of suit or other proceedings in reference to this lease, the prevailing party shall be entitled to an award of costs and attorney fees.

21. Surrender of the Premises: Upon expiration of the term, or any extension, Lessee shall quit the premises in the same condition a received saving and accepting reasonable wear and tear. If requested by Lessor, Lessee shall remove Lessee's personal property, and shall repair any damage occasioned thereby.

22. Waiver: Waiver by Lessor of any term, covenant or condition shall not be a waiver of any subsequent event or preceding breach.

23. Successors: This lease shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this lease on the day and date first written above.

**LESSOR: Samoa Pacific Group**

Denise Quispel 10/25/18  
Name Agent for Date  
owner

\_\_\_\_\_  
Name Date

**LESSEE: Humboldt Classics Senior Softball Association**

(707) 616-5420

Daniel Duran 11/8/18  
Name Date