

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 1st 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 31st. 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 31st 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.

