

**LEASE AGREEMENT**

**between**

**CITY OF CLAREMONT**  
**a California municipal corporation**

**AND**

**ABC'S FOR ME PRESCHOOL & TINY TOTS PROGRAM LLC**

# **City of Claremont Lease Agreement**

## **1. Parties and Date.**

This Lease Agreement ("Agreement") is made and entered into this 1<sup>ST</sup> day of December 1, 2025 (the "Effective Date"), by and between the **City of Claremont** ("City"), a California municipal corporation, with its principal place of business at 207 Harvard Avenue, Claremont, California 91711, and **ABC's For Me Preschool & Tiny Tots Program, LLC** ("Lessee"), a California limited liability company with its principal place of business at 1700 Danbury Road, Claremont, California 91711. The City and Lessee are sometimes herein referred to individually as "Party" and collectively as "Parties."

## **2. Recitals.**

### **2.1 City Property.**

City is the owner of that real property known as the Alexander Hughes Community Center, located at 1700 Danbury Road, Claremont, California 91711 (collectively the "City Property"), which is more particularly described in Exhibit "A" which is attached hereto and incorporated herein by this reference.

### **2.2 Purpose of Agreement.**

City desires to lease to Lessee, and Lessee desires to lease from City, a portion of the City Property for due and adequate consideration, the receipt and sufficiency of which are acknowledged by the Parties and further described and set forth in this Agreement, for the purpose of operating a child care and early childhood education program (the "Program"), on a portion of the City Property.

City and Lessee acknowledge and agree that all previous lease agreements, including any and all amendments thereto, between the Parties are superseded by this Agreement and of no longer effect as of the Effective Date of this Agreement.

## **3. Terms.**

### **3.1 Description of Leased Premises.**

**3.1.1** City hereby leases to Lessee, and Lessee leases from City, on the terms and conditions set forth in this Agreement, portions of the City Property consisting of the following areas which are more specifically shown in Exhibit "B" which is attached hereto and incorporated herein by this reference (the "Leased Premises"):

(1) Alexander Hughes Community Center - approximately 2,709 interior square feet, which includes a waiting area, large classroom, early childhood learning centers, director's office, kitchen and pantry (with refrigerator, sinks, dishwasher, and stove), a staff restroom, two (2) children's restrooms, and a storage room. The exterior space includes a private playground of approximately 31,005 square feet and contains a play structure, sandbox with swings,

grass area, and large play surface. All equipment, furnishings and childcare materials, with the exception of supplies, are included in this Agreement and available for use by the Lessee for the purpose of administering the Program. All furnishings and equipment shall remain the property of the City and must remain at the Leased Premises.

**3.1.2** Use of any other portion of the Alexander Hughes Community Center or other City facilities shall be subject to the City's standard facility rental policies, procedures, and fees. Lessee shall be responsible for the full cost of rental fees for any facility not explicitly covered by this Agreement.

### **3.2 Term.**

The term of this Agreement shall be for five (5) years, beginning December 1, 2025 to November 30, 2030 unless earlier terminated as provided herein (the "Term"). At the expiration of the Term of this Agreement, City reserves the right to renegotiate renewal of this Agreement for an additional five-year term.

### **3.3 Lease Payments; Security Deposit; Late Payment Charges.**

**3.3.1** The Leased Premises are leased to the Lessee for the sum of seven thousand dollars (\$7,000.00) per month during the Term of this Agreement ("Lease Payments"). Lease Payments shall be paid in full to the City on or before the 15th of each month.

**3.3.2** Upon October 1, 2026 and each October 1 thereafter during the Term of this Agreement, the Lease Payments shall be adjusted. The adjustment in the amount of the Lease Payment shall be based on the Consumer Price Index (CPI) for all urban consumers for the Los Angeles-Riverside-Orange County area, published by the United States Department of Labor, Bureau of Labor Statistics for the period of June of the previous year through June of the current year, not-to-exceed three percent (3%) annually. The adjustment shall not result in a reduction in the Lease Payments.

**3.3.3** Lessee shall pay a late charge of totaling 10% of the monthly Lease Payment for any Lease Payment received after the 20th day of the month.

### **3.4 Use.**

The Leased Premises are leased to Lessee solely for the purpose of operating the Program during the term of this Agreement. The Program may be operated directly by Lessee, by any agent or designee of Lessee, or any combination of these. Any agent or designee of Lessee shall be chosen by Lessee in Lessee's sole and absolute discretion.

### **3.5 Acceptance; Surrender.**

The Lessee shall be deemed to have accepted the Leased Premises as being in good condition for the above-stated uses. The Lessee shall, upon the termination or expiration of the Agreement term, surrender the Leased Premises in as good condition, reasonable use and wear excepted.

### **3.6 Access.**

**3.6.1** City and its agents shall have the right at all reasonable times to enter the Leased Premises to:

- (a) Inspect the Leased Premises to determine whether Lessee is carrying on any activity that violates this Agreement;
- (b) Show the Leased Premises to prospective purchasers, mortgagees, or tenants or to ground lessors or underlying lessors;
- (c) Serve, post, and keep posted notices required by law or that City considers necessary for the protection of the City or the City Property; or
- (d) Conduct facility inspections and make necessary mechanical repairs.

**3.6.2** Lessee shall provide City with any key, access code, or card needed to access Leased Premises at any time for maintenance or emergency purposes.

**3.6.3** Lessee is permitted to use common areas of the Alexander Hughes Community Center, such as hallways and entrances, during normal public operating hours as provided by City for pedestrian travel. Lessee shall not enter any portion of the Alexander Hughes Community Center, except for the Leased Premises, when the Alexander Hughes Community Center is not open to the general public.

**3.6.4** Lessee, its employees, agents, contractors, licensees, and invitees are not permitted to possess any key, access code, or card allowing entry to any portion of the Alexander Hughes Community Center or other City facility except for the Leased Premises and shall immediately return any such key, access code, or card in their possession upon execution of this Agreement.

### **3.7 Hours of Operation.**

**3.7.1** During the Term of this Agreement, Lessee shall have exclusive use of the Leased Premises, between the hours of 6:30 a.m. and 7:00 p.m. Monday through Friday, on a year-round basis. Collectively, the hours described above shall be known as the “Hours of Operation.”

**3.7.2** Any changes to the Hours of Operation must be approved by the City in advance, in writing. .

**3.7.3** Lessee may use the Leased Premises outside of the Hours of Operation for staff meetings and other necessary activities, from 6:00 a.m. – 6:30 a.m. Monday through Friday, 7:00 p.m. to 9:00 p.m. Monday through Friday, and from 7:00 a.m. to 2:00 p.m. on Saturdays.

**3.7.4** Lessee must notify City in advance, either verbally or in writing, of any proposed use of the Leased Premises outside of the Hours of Operation.

**3.7.5** City may utilize the Leased Premises at any time other than the Hours of

Operation for community purposes, provided said use does not conflict with Lessee's operations, and furniture and property on the Leased Premises is returned to the position left by the Lessee.

### **3.7.6 Special Events Procedures – Advance Notice.**

**3.7.6.1** Lessee shall notify City in writing no less than 90 days in advance of any on-site proposed special event that meets one or more of the following criteria:

- (a) Will occur outside of the Hours of Operation.
- (b) Features any of the following event elements, regardless of the date or time of the event:
  - (i) Open or advertised to the general public rather than a private event for the families of participants actively enrolled in the Program.
  - (ii) Events with attendance that has the ability to impact parking.
  - (iii) Street or parking lot closures.
  - (iv) Vendors, rentals, food trucks, or contracted services.
  - (v) Open flames or pyrotechnics.
  - (vi) Outdoor electrical use or lighting.
  - (vii) Any type of amplified sound outdoors.
  - (viii) Festivals, rallies, or similar events.
  - (ix) Parades.
  - (x) Runs or walks.
  - (xi) Animals, petting zoos, etc.
  - (xii) Alcoholic beverages.
  - (xiii) Rides, inflatables, dunk tanks, or attractions of any kind.
  - (xiv) Tents or canopies.

**3.7.6.2** A description of each proposed event shall be submitted to City and include, at a minimum, the following:

- (a) Proposed date and time of the event.
- (b) Proposed location of the event.
- (c) Estimated attendance.
- (d) Description of activities.
- (e) If food will be served.
- (f) If vendors, contracted services, or any type of rental will be utilized.

**3.7.6.3** Lessee will be required to obtain any applicable permits for special events at their own expense, including, but not limited to, any applicable City fees.

## **3.8 Lessee's Obligations**

### **3.8.1 Lawful Operation.**

Lessee shall meet all applicable local, county, and state guidelines for administering the Program. Lessee shall operate the Program in accordance with all applicable federal, state, and City laws and regulations, and this Agreement. Lessee shall be responsible for ensuring that all necessary approvals, licensing requirements and permits remain in effect during the Term of this Agreement in order to operate the Program in a lawful manner. More than three (3) licensing violations in one (1) year will result in a review of this Agreement by City and possible termination of the Agreement. Lessee shall notify City of any licensing violations within twenty-four (24) hours of notification from the applicable agency.

### **3.8.2 Maintenance of Equipment and Furnishings.**

Lessee shall be responsible for maintaining in good working condition the equipment and furnishings owned by the City which will remain at the Leased Premises for Lessee's use in administering the Program. Lessee shall repair or replace, at Lessee's cost, any equipment or furnishings that are not in good working condition during the term of this Agreement.

### **3.8.3 Alarm, Utilities and Janitorial Services.**

**3.8.3.1** Lessee must maintain an alarm system with motion sensors. Should this alarm system be managed in conjunction with any City alarm system, the Lessee shall be responsible for the actual cost of the portion of said system located within the Leased Premises.

**3.8.3.2** Except as otherwise specifically provided in this Agreement, City shall pay for all electric, water, and natural gas costs associated with the Leased Premises. Lessee shall pay all charges for telephone service, internet service, and janitorial services.

### **3.8.4 Signage.**

Lessee shall provide, at its own cost and expense, signage in a manner consistent with all applicable local laws, rules and regulations. The form and substance of the signage shall be subject to the City's sole discretion. Any exterior signage, either permanent or temporary, must be approved by City prior to installation or placement.

### **3.8.5 Requests for Repairs.**

For requests for repairs pursuant to Section 3.9 of this Agreement, Lessee shall give written notice to City staff. Lessee shall immediately report any mechanical failure of, or damage to, the Leased Premises or any City-owned equipment, furnishings or other property.

### **3.8.6 Maintain Clean, Safe Environment.**

Lessee shall maintain the Leased Premises, including the classroom environment, in a clean, orderly, and safe manner at all times and shall adhere to all federal, state and local laws.

## **3.9 City Obligations - Maintenance and Repair.**

**3.9.1** City shall maintain in good repair the heating, ventilation, and cooling system,

plumbing, and electrical systems, windows, roofs, sidewalks, playgrounds, yards, and common areas of the Leased Premises. City shall also maintain the exterior landscape maintenance for the Leased Premises.

3.9.2 City shall not be required to repair any of the above items unless and until Lessee has notified City in writing of the need for such repairs or replacement.

3.9.3 Once notified, City shall complete any and all needed repairs and replacements within a period of time deemed reasonable by City at no cost or expense to the Lessee, except to the extent that such repairs or replacements are attributable in whole or in part to the negligence, falsification of material fact, or misconduct of the Lessee, its employees, agents, contractors, licensees, and invitees.

3.9.4 City will assign furnishings, early childhood equipment, and toys to the Lessee with the understanding that the Lessee is responsible for replacing and repairing furnishings, toys, and equipment at their own expense, and will return these items to the City at the termination of this Agreement.

### **3.10 Insurance.**

**3.10.1** Lessee shall maintain insurance in conformance with the requirements set forth in this Section 3.10. Lessee may use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Lessee agrees to amend, supplement, or endorse the existing coverage to do so.

**3.10.2** Lessee acknowledges that the insurance coverage and policy limits set forth in this Section 3.10 constitute the minimum amount of coverage required. Any insurance proceeds available to Lessee in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim, or demand, will be equally available to City.

**3.10.3** City reserves the right to require additional insurance coverage(s) not specified in this Section 3.10, if, in the sole discretion of City, such additional coverages are necessary to protect City.

**3.10.4** Lessee shall provide the following types and amounts of insurance:

(a) **General liability insurance.** Lessee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$5,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) **Automobile liability insurance.** Lessee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Lessee arising out of or in connection with the use of the

Leased Premises, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) **Umbrella or excess liability insurance.** [Optional depending on limits required]. Lessee shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(i) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

(ii) Pay "on behalf of" wording as opposed to reimbursement;

(iii) Concurrency of effective dates with primary policies;

(iv) Policies shall "follow form" to the underlying primary policies;

(v) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(d) **Workers' compensation insurance.** Lessee shall maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Lessee shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(e) **Sexual abuse/molestation insurance.** Lessee shall procure and maintain sexual abuse and molestation liability coverage in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. This coverage may be part of commercial general liability coverage, professional liability coverage, or a separate policy.

(f) **Other.** If Lessee contracts with a third-party service provider (e.g., caterer), Lessee will require the service provider to procure and maintain at its sole cost and expense comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and if applicable, liquor liability coverage, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, or other lines of coverage City requires. Both City and Lessee shall be endorsed as additional insureds.

**3.10.5 Proof of insurance.** Lessee shall provide certificates of insurance to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City prior to commencement of the use of the Leased Premises. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**3.10.6 Additional insured status.** General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. City reserves the right to apply this provision to other lines of required insurance coverage, e.g., automobile, sexual abuse and molestation, and liquor liability policies.



**3.10.7 Duration of coverage.** Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the use of the Leased Premises hereunder by Lessee, its agents, representatives, employees, or volunteers.

**3.10.8 Primary/non-contributing.** Coverage provided by Lessee shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**3.10.9 Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Lessee or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Lessee hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its approved sub-lessees.

**3.10.10 Notice of cancellation.** Lessee agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. Lessee agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of any change of coverage or limits.

**3.10.11 Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City.

**3.10.12 Enforcement of contract provisions (non estoppel).** Lessee acknowledges and agrees that any actual or alleged failure on the part of the City to inform Lessee of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**3.10.13 City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Lessee. In the alternative, City may terminate this Agreement.

**3.10.14 Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section 3.10 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific

reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**3.10.15 Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**3.10.16 Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Lessee's/sub-Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**3.10.17 Pass through clause.** Lessee agrees to ensure that its approved sub-lessees, vendors, consultants, subcontractors, and any other third party involved with the Lessee's use of the Leased Premises who is brought onto or involved in the Leased Premises by Lessee, provide the same minimum insurance coverage and endorsements required of Lessee pursuant to this Agreement. Lessee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Lessee agrees that upon request, all agreements with approved sub-lessees, vendors, consultants, subcontractors, any other third party, and others engaged in the use of the Leased Premises will be submitted to City for review and approval.

**3.10.18 City's right to revise specifications.** City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Lessee at least thirty (30) days advance written notice of such change. However, City reserves the right to give less than thirty (30) days' notice if City first becomes aware of an issue and needs to change the amounts and types of insurance within thirty (30) days of the begin date.

**3.10.19 Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

**3.10.20 Timely notice of claims.** Lessee shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Lessee's use of the Leased Premises under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**3.10.21 Additional insurance.** Lessee shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection arising from its use of the Leased Premises.

### **3.11 No Joint Venture or Partnership.**

City and Lessee shall not, by virtue of this Agreement, in any way or for any reason, be deemed to be or have become a partner of the other in the conduct of its business or otherwise, or a joint venturer.

### **3.12 Independent Contractor.**

Neither Lessee, nor any of its agents, employees, invitees, licensees, or guests shall constitute employees of the City.

### **3.13 Improvements.**

Except as expressly provided by this Agreement, no improvements shall be constructed and/or maintained on the Leased Premises without City's prior written approval. Lessee shall, at Lessee's sole cost, expense and liability, obtain all permits and entitlements required for improvements. All fixtures, improvements or additions made to the Leased Premises by Lessee shall become the real property of the Lessee at the expiration or termination of the Agreement and shall be removed by Lessee upon termination of this Agreement.

### **3.14 Violations.**

Lessee shall not engage in, or permit or authorize any of Lessee's employees, agents, licensees, invitees, or guests to engage in, any activity which constitutes a violation of any applicable state, federal, ordinance, or regulation.

### **3.15 Repair of Damage.**

Lessee agrees to notify City in writing within twenty-four (24) hours of any damage to the Leased Premises ("Casualty"). If the Leased Premises are damaged by a Casualty or areas provided access to the Leased Premises are damaged to the extent that Lessee does not have reasonable access to the Leased Premises and if neither City nor Lessee has elected to terminate this Agreement, City shall, at City's sole cost and expense, promptly and diligently restore such areas and the Leased Premises to substantially the same condition as existed before the Casualty, except for modifications required by building codes and other laws. During the period of time that Lessee does not have reasonable access to the Leased Premises due to damage by a Casualty, Lessee shall have no obligation to provide Lease Payments to the City, unless a suitable alternate location is temporarily provided by the City, in which case Lessee will continue providing Lease Payments as required under this Agreement. City shall, within thirty (30) days after City has determined the extent of the damage caused by the Casualty provide written notice to Lessee indicating the anticipated period for repairing the damage caused by the Casualty ("Repair Period Notice"). In making the repairs and modifications required by this Section, City shall make all reasonable efforts to avoid materially impairing Lessee's access to the Leased Premises. However, if City cannot avoid impairing Lessee's access to the Leased Premises during the period that City is repairing damage caused by a Casualty and a suitable alternate location is unavailable, Lessee shall have no obligation to provide Lease Payments to the City during the time that the City is repairing the damage to the Leased Premises caused by the Casualty.

### **3.16 Indemnity.**

Lessee shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Lessee, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Lessee shall defend, at Lessee's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Lessee shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Lessee shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Lessee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, employees, agents or volunteers.

### **3.17 Default or Abandonment by Lessee; Waiver**

**3.17.1** Lessee shall be deemed to be in material default of this Agreement if during the Term of this Agreement Lessee shall have not performed any other material term, covenant, or condition required under this Agreement, and shall have failed to remedy any such default with all reasonable dispatch within a period of twenty (20) days after written notice is given to Lessee by the City.

**3.17.2** In the event of any of the above-described material defaults, the City shall have the right to:

(i) Re-enter the Leased Premises, at the City's option, without further demand or notice, and eject all parties in possession therefrom; and

(ii) Re-let the Leased Premises for the account of Lessee upon such terms and conditions as the City shall deem advisable.

**3.17.3** The Lease Payments on such subsequent re-leasing shall be applied first to the expenses of regaining possession, re-letting, and the collection of past due amounts owed to the City, including expenses necessary for repair or restoration of the Leased Premises to its original condition (taking into account normal wear and tear), reasonable attorneys' fees and any marketing or real estate commission actually paid, and second for the payment of rent then becoming due in accordance with this Agreement.

**3.17.4** The waiver by the City of any material default by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

### **3.18 Assignment/Sublease.**

Lessee may, with the written consent of City, which consent shall be in the sole and absolute discretion of City, sell, assign, mortgage, sublease, or transfer Lessee's interest in this Agreement. Any attempted transfer without City's written consent shall be void and shall constitute a non-curable breach of this Agreement.

### **3.19 Option to Terminate.**

**3.19.1** Either party may terminate this Agreement upon giving ninety (90) days written notice to the address listed in Section 3.25 of this Agreement.

**3.19.2** If the Repair Period Notice required by Section 3.15 indicates that the anticipated period for repairing the Leased Premises or areas exceeds ninety (90) days, Lessee may elect to terminate this Agreement without any liability of any kind by providing written notice ("Lessee's Termination Notice") to City within ten (10) days after receipt of the City's Repair Period Notice. If Lessee does not elect to terminate within this ten (10) day period, Lessee shall be deemed to have waived the option to terminate.

### **3.20 Severability.**

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and shall not be affected, impaired or invalidated thereby.

### **3.21 Attorneys' Fees.**

In case either Party brings an action to enforce any term or condition of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees as determined by the court, and all other costs and expenses related to such action.

### **3.22 Waiver.**

The waiver by either Party of the breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

### **3.23 Binding on Successors.**

This Agreement shall apply to and be binding upon the heirs, successors in interest, executors, administrators, and assigns of the respective Parties hereto. The terms Lessee, City, Party, and Parties shall include the heirs, successors in interest, executors, administrators, assigns, agents, employees, officers, or officials of such party or parties.

### **3.24 Captions.**

The various headings contained herein and the grouping of the provisions of this Agreement into separate paragraphs are for the purpose of convenience only, and shall not be considered in

interpreting the provisions of this Agreement.

### **3.25 Notices.**

Any and all notices which are required under the terms and conditions of this Agreement or which either City or Lessee desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally or faxed, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed as follows:

#### **CITY:**

City of Claremont  
207 Harvard Avenue.  
Claremont, CA 91711  
Attn: Recreation and Human Services Director

#### **LESSEE:**

ABC's For Me Preschool and Tiny  
Tots Program, LLC  
1700 Danbury Road  
Claremont, CA 91711  
Attn: Adetayo Akiwowo

Any notice so given shall be considered served on the other Party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the Party at its applicable address. Actual notice, including by fax or email, shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

### **3.26 Scholarship Program.**

The City may, but is not obligated to, provide a "Scholarship Program" to eligible participants in Lessee's Program upon agreement of Lessee. The City shall set the terms, eligibility criteria, funding amount, policies, and procedures for any such program at its sole discretion and reserves the right to cease any such Scholarship Program at any time. The City shall make the final determination regarding the eligibility of any participant in such a Scholarship Program.

### **3.27 Marketing.**

Upon agreement from Lessee and at the City's sole discretion, City may provide advertisement of Program in electronic media and physical publications of City's choosing. The City is not obligated to advertise for Lessee in any fashion and payments for this Agreement do not constitute payment for advertising.

### **3.28 Parking.**

Lessee is granted use of two (2) designated parking spaces in the Alexander Hughes Community Center parking lot for the purpose of parking vehicles to shuttle participants. No construction vehicles or vehicles with more than two (2) axels shall be parked in the designated parking spaces or be given access thereto. Lessee shall not place any personal property on the designated parking spaces or alter the designated parking spaces. Overnight parking of the shuttle vehicle(s) is permitted.

### **3.29 Governing Law.**

This Agreement, and the rights and obligations of the Parties, shall be governed and interpreted in accordance with the laws of the State of California. Venue shall be in Los Angeles County.

**3.30 Entire Agreement.**

This Agreement, along with any exhibits and attachments attached hereto and incorporated herein by reference, constitutes the entire agreement between the City and the Lessee relative to the City Property, and may only be modified by mutual consent of the Parties in writing.

**3.31 Authority to Enter Agreement.**

Lessee has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**3.32 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement and make it effective on the date first written above.

**CITY:**

CITY OF CLAREMONT,  
a municipal corporation

**LESSEE:**

ABC's for Me Preschool & Tiny Tots Program, LLC  
a California limited liability company

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Adam Pirrie  
City Manager

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Adetayo Akiwowo  
Child Care Director

**ATTEST:**

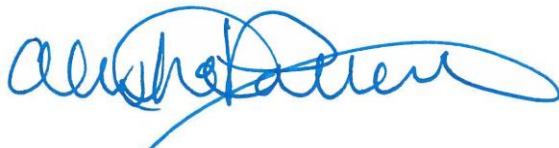
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Date

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Shelley Desautels  
City Clerk

**APPROVED AS TO FORM:**



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Alisha Patterson  
City Attorney



## **EXHIBIT "A"**

### **DESCRIPTION OF CITY PROPERTY**

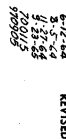
1700 Danbury Road, Claremont, CA 91711  
Assessor's ID No. 8303-008-900

Property boundary description from Los Angeles County Assessor's website  
(<http://maps.assessor.lacounty.gov/mapping/viewer.asp>):

LOT COM AT SW COR OF LOT 15 TRACT NO 25282 TH S 89°09'10" E 366  
FT TH S 0°34'45" E 826.13 FT TH N 89°56'33" E 526.79 FT TH N 0°03'27" W  
TO W PRO- ...(SEE MAPBOOK FOR MISSING PORTION) ... LIVE OAK  
FARM

Attachment 1: Assessor's Map, County of Los Angeles, California, Book 8303, Block 8,  
showing Parcel Numbers 900 and 902

## A-2



## EXHIBIT "B"

### DIAGRAM OF LEASED PREMISES

#### Attachment 1



