

SUBLEASE AGREEMENT

between

CLAREMONT HERITAGE, INC.
a California non-profit corporation

AND

CLAREMONT COURIER INC.
a California non-profit corporation

Sublease Agreement

1. Parties and Date.

This Sublease Agreement ("Agreement") is made and entered into this **first day of April, 2026**, by and between **Claremont Heritage, Inc.** ("Sublessor"), a California non-profit corporation, with its principal mailing address at PO BOX 742 (840 North Indian Hill Boulevard), Claremont, California 91711, and the **Claremont Courier** ("CC") a California non-profit corporation, with its principal mailing address at PO BOX 878, Claremont, California 91711. Sublessor and CC are sometimes herein referred to individually as "Party" and collectively as "Parties."

2. Recitals.

2.1 City of Claremont Property as Leased Premises.

The City of Claremont ("City") is the owner of the real property commonly known as the Garner House, located at 840 North Indian Hill Boulevard, Claremont, California 91711 (the "Leased Premises"), and Sublessor is a tenant and lessee of that property pursuant to a lease with the City, which lease has a term from January 1, 2022, until December 31, 2031. Under the terms of its lease with the City, Sublessor may sublease a portion of the Leased Premises and permit it to be occupied by a third party, provided that Sublessor has submitted a sublease agreement to the City and obtained City Council consent to such sublease.

2.2 Purpose of Agreement.

Sublessor, as "Lessee" of the Leased Premises from the City, desires to sublease to CC, and CC desires to sublease from Sublessor, the "Portion of the Leased Premises" (described below) 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 the services of CC at the Portion of the Leased Premises depicted and described herein and for the purposes and uses described herein.

3. Terms.

3.1 Description of Leased Premises.

Sublessor hereby subleases to CC, and CC subleases from Sublessor, on the terms and conditions set forth in this Agreement, the Portion of the Leased Premises, which generally consists of the following areas, which are more specifically described and depicted in Exhibit "A" attached hereto and incorporated herein and its attachments:

For the purposes of this agreement, the exclusive use of a portion of the Leased Premises by CC includes the 2nd floor den, 2nd floor dressing room, and 2nd floor sleeping porch.

CC will also have access to the living room, kitchen, and courtyard, for meetings with prior notification to Sublessor.

3.2 Term.

The term of this Agreement shall commence the first day of the month following approval by the City Council (the “Effective Date”) and shall expire at the end of three years (the “Expiration Date”), unless earlier terminated as provided herein (the “Term”).

3.3 Lease Payment.

The Portion of the Leased Premises are subleased to CC for the amount of eight hundred dollars (\$800.00) per month, or nine thousand six hundred dollars (\$9,600.00) for the first year. ("Lease Payments"). The amount of the lease payment will be adjusted each January 1 during the term of this Agreement in conjunction with the June to June change in the Consumer Price Index (CPI) plus 3% for all urban consumers for the Los Angeles-Riverside-Orange County area.

Lease Payments shall be paid in full on a monthly basis to Sublessor; monthly payments shall be submitted in advance, on or before the first day of each month. See Exhibit “B” for payment terms.

3.4 Use.

The Portion of the Leased Premises are subleased to CC solely for the purpose of carrying out the mission of CC, its related business and activities, and community events. Nothing in this Agreement shall create an employer-employee relationship between Sublessor and CC or any of CC’s employees or agents.

3.5 Acceptance; Surrender.

CC shall be deemed to have accepted the Portion of the Leased Premises as being in good condition for the above–stated used. CC shall, upon the termination or expiration of the Agreement Term, surrender the Portion of the Leased Premises in good condition, reasonable use, and wear excepted.

3.5.1 Waiver and Release.

By executing this Agreement, CC waives and releases the City and Sublessor and their representatives from all claims arising after the Effective Date relating to the condition of the Portion of the Leased Premises as of the Effective Date or at any time during the Term of this Agreement, whether known or unknown, suspected or unsuspected.

3.6 Reasonable Access to Portion of Leased Premises.

Sublessor and its agents, and the City, as original “Lessor,” and its agents, shall have the right at all reasonable times to enter the Portion of the Leased Premises to:

- a. Inspect the said premises to determine whether CC is carrying on any activity that violates this Agreement;
- b. Show the Portion of 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 Sublessor or the City, considers necessary for the protection of Sublessor, the City, or the Leased Premises; and
- d. Conduct facility inspections and make necessary mechanical repairs. Such repairs and inspections will be scheduled in advance when possible.

3.7 Hours of Operation.

CC Hours of Operation shall be 10:00 am through 3:00 pm Monday through Friday. However, CC shall have general access to the premises between 8:00 am and 10:00 pm, Sunday through Saturday. A list of established City holidays is outlined in Exhibit “C” and should be reviewed by the CC for their information.

Sublessor has, under its lease with the City, agreed that the City reserves the right to host community events and activities on the property outlined in Exhibit “C”. No other events by CC shall be scheduled on these dates. CC may make special requests for events in conjunction with Sublessor or the City with prior written approval.

3.8 CC’s Obligations

3.8.1 Lawful Operation.

From the Effective Date, CC shall meet all local, county, state, and federal guidelines for administering any of CC’s programs and for using the Portion of the Leased Premises as allowed per this Agreement. CC shall operate its business at the Portion of the Leased Premises in accordance with all applicable federal, state, and City laws and regulations, and this Agreement.

3.8.2 Utilities and Janitorial Services.

Except as otherwise specifically provided in this Agreement, under Sublessor’s lease with the City, the City shall pay for all utility costs and standard janitorial services associated with the Leased Premises.

3.8.3 Signage.

CC 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 must be approved by the City.

3.8.4 Requests for Repairs.

For requests for repairs, CC shall give at least twenty-four (24) hour notice to Sublessor, which will convey them to the City. Emergency circumstances impacting operations or the CC's space will be given priority. CC shall immediately report any mechanical failure of, or damage to, the Portion of the Leased Premises or any equipment, furnishings, or other property owned by Sublessor or the City.

3.8.5 Maintain Clean, Safe Environment.

CC shall maintain the Portion of the Leased Premises in a clean, orderly, and safe manner at all times during the Term and shall adhere to all federal, state, and local laws for its use.

3.9 City of Claremont Obligations - Maintenance and Repair.

According to the lease between the City and Sublessor, the City shall maintain in good repair the heating, ventilation and cooling system, plumbing and electrical systems, windows, roofs, sidewalks, landscaping, playgrounds, yards, and common areas of the Leased Premises, and such obligation shall be triggered by CC or Sublessor notifying the City in writing of the need for any such repair. Once notified, the City shall complete any and all needed repairs and replacements within a reasonable period of time unless there is an emergency, as mentioned in Section 3.8.4. Repairs will be made at no cost or expense to the CC, except to the extent that such repairs or replacements are attributable in whole or in part to the negligence or misconduct of the CC, its employees, agents, contractors, licensees, and invitees.

3.10 Insurance.

CC shall maintain appropriate levels of insurance for its use of the Portion of the Leased Premises at limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the City. CC shall list the City of Claremont as additionally insured in the policies.

3.11 No Joint Venture or Partnership.

The City, Sublessor, and CC 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. Neither CC, nor any of its agents, employees, invitees, licensees, or guests shall be deemed to be employees of Sublessor or City.

3.12 Violations.

CC shall not engage in, permit, or authorize any of its employees, agents, licensees, invitees, or guests to engage in any activity that constitutes a violation of any applicable state, federal, or local law, ordinance, rule, or regulation.

3.13 Repair of Damage.

CC agrees to notify the City and Sublessor in writing within three (3) days of any damage to the Portion of the Leased Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Portion of the Leased Premises are damaged by a Casualty or areas providing access to the Portion of the Leased Premises are damaged to the extent that CC does not have reasonable access to the Portion of the Leased Premises, City shall, at City's sole cost and expense, promptly and diligently restore such areas of the Portion of the Leased Premises to substantially the same condition as existed before the Casualty, except for modifications required by building codes and other laws. In cooperation with the City, Sublessor shall, within thirty (30) days after the extent of the damage caused by the Casualty has been determined, provide written notice to CC 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, CC's access to the Portion of the Leased Premises shall not be impaired more than necessary to complete the repairs and modifications.

3.14 Indemnity.

CC shall defend, indemnify, and hold Sublessor and the City, and their respective 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 CC, its officials, officers, employees, agents (including any person or entity chosen by CC to run its business on the Portion of the Leased Premises), 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. CC shall defend, at CC'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 Sublessor or the City, or their respective directors, officials, officers, employees, agents or volunteers. CC shall pay and satisfy any judgment, award, or decree that may be rendered against Sublessor or the City, or their respective directors, officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. CC shall reimburse Sublessor and/or the City and their respective 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. CC's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Sublessor and/or the City, or their respective directors, officials, officers, employees, agents, or volunteers.

3.15 Default or Abandonment by CC; Waiver.

CC shall be deemed to be in material default of this Agreement if, during the Term of this Agreement, CC shall have not performed any 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 thirty (30) days after written notice is given to CC by Sublessor.

4. General Terms.

4.1 Termination.

Either Party may terminate this Agreement upon giving thirty (30) days written notice to the other Party at the address listed in Section 4.6 of this Agreement.

4.2 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.

4.3 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.

4.3 Waivers.

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.

4.4 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 CC, Sublessor, Party, and Parties shall include the heirs, successors in interest, executors, administrators, assigns, agents, employees, officers, or officials of such party or parties hereto.

4.5 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.

4.6 Notices.

Any and all notices which are required under the terms and conditions of this Agreement or which either Sublessor or CC desire to serve upon the other, shall be in writing and, unless otherwise noted herein, 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:

SUBLESSOR:

Claremont Heritage

P.O. Box 742
Claremont, CA 91711
Attn: David Shearer,
Executive Director

CC:

Claremont Courier

P.O. Box 878
Claremont, CA 91711
Attn: Peter Weinberger,
CEO/Publisher

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, shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

4.7 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.

4.8 Entire Agreement.

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

4.9 Authority to Enter Agreement.

CC 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.

4.10 Counterparts.

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

**SIGNATURE PAGE TO THE
SUBLEASE AGREEMENT BETWEEN
CLAREMONT HERITAGE, INC. AND
CLAREMONT COURIER INC.**

IN WITNESS WHEREOF, the Parties hereby execute this Agreement and make it effective as of the Effective Date.

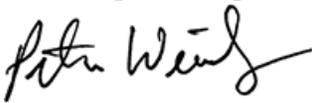
SUBLESSOR
CLAREMONT HERITAGE:
a California nonprofit corporation

By: 

David Shearer,
Executive Director

Date: 03/15/2026

SUBLESSEE
CLAREMONT COURIER INC.
a California nonprofit corporation

By: 

Peter Weinberger,
CEO/Publisher

Date: 03/13/2026

CITY OF CLAREMONT
Consent to Enter into Sublease

By: _____
Adam Pirrie,
City Manager

Date: _____

By: 

Alisha Patterson,
City Attorney

Date: _____

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

The use of the Garner House by Claremont Heritage includes the house located at 840 North Indian Hill Boulevard, Claremont, CA 91711, the adjacent Homer Elmer Robbins Memorial Courtyard, and the northern portion of the Carriage House.

The Garner House is depicted as assessor's ID No. 8309-017-900, and the property boundary description from the Los Angeles County Assessor's website is available at the following link: (<http://maps.assessor.lacounty.gov/mapping/viewer.asp>).

PLEASE SEE THE ATTACHED FLOOR PLANS.

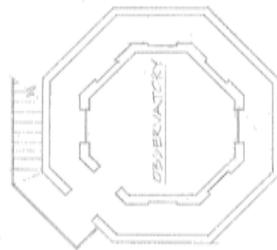
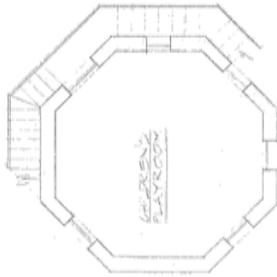
GARNER HOUSE 2ND FLOOR - CLAREMONT COURIER



SECOND FLOOR PLAN

dressing room,
pass-through, den -175
sf used 4 days a week

sleeping porch 200
sf used 1-3 days a
week



THIRD LEVEL TOWER FLOOR PLAN

EXHIBIT "B"

PAYMENT SCHEDULE

The Portion of the Leased Premises is subleased to the CC for the sum of eight hundred dollars (\$800.00) per month, or nine thousand six hundred dollars (\$9,600.00) for the first year.

The amount of the lease payment will be adjusted each January 1 during the term of this Agreement in conjunction with the June to June change in the Consumer Price Index (CPI) plus 3% for all urban consumers for the Los Angeles-Riverside-Orange County area.

Lease Payments shall be paid in full on a monthly basis to Claremont Heritage; monthly payments must be submitted to Claremont Heritage on or before the first of each month.

EXHIBIT "C"

**NATIONALLY RECOGNIZED HOLIDAYS OBSERVED BY THE CITY OF
CLAREMONT**

New Year's Day	January 1
Martin Luther King's Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans Day	November 11
Thanksgiving Day	Thursday, November – Varies
Christmas Day	December 25

EXHIBIT "C"

CITY OF CLAREMONT SPECIAL EVENTS CALENDAR FOR GARNER HOUSE AND MEMORIAL PARK

Spring Celebration

- Occurs annually on the Saturday before Easter
- Event runs 7:00 a.m. – 11:00 a.m.
- Includes use of the entire park including the Bandshell and the Ginger Elliott Exhibition Center
- Set-up begins 1 week prior to event date, clean-up occurs on day of event

Fourth of July Celebration

- 1K/5K Race/Festival/Parade
 - Occurs annually on July 4
 - Event runs from 6:00 a.m. – 4:00 p.m.
 - Includes use of the entire park including: Bandshell, Ginger Elliott Exhibition Center, Patio and ADA Restroom off of Patio, Garner House Kitchen and the Circle Driveway.
 - Set-up begins 1 week prior to event date, clean-up occurs 1-2 days following the event.

Monday Night Concert Series

- Occurs annually on Monday nights between July 5 - Labor Day
- Event runs from 7:00 p.m. - 8:30 p.m.
- Includes use of Bandshell, Circle Driveway, and most of park.
- Set-up begins at 2:00 p.m. on event day, clean-up occurs on day of event

Veterans Day

- Occurs annually on Veterans Day - November 11
- Event runs from 11:00 a.m. -12:00 p.m.
- Includes use of Circle Driveway and Grass Area near Flagpole
- Set-up begins at 8:00 a.m. on event day, clean-up occurs on day of event