LEASE AGREEMENT

This **LEASE AGREEMENT** ("Lease") is entered into by and between SOUTHEASTERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS, a California non-profit religious corporation, which owns and operates the _____, a Seventh-day Adventist (church/school), hereinafter referred to as "Lessor," and _____, hereinafter referred to as "Lessee", in reference to the following:

A. WHEREAS, Lessor is the owner of certain real property ("Premises") situated in the county of _____, commonly known as _____, California, upon which Lessor operates and maintains its facilities.

B. WHEREAS, Lessee is a (nonprofit/for profit, or indicate type of organization) which is desirous of using Lessor's property for the following purposes:
_____
_____
_____

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the described Premises upon the following terms and conditions:

1. **Description of Leased Premises.** The Premises leased to the Lessee by Lessor shall be limited to the following:

   (a) _____
   _____
   _____

   (b) The parking lot.

2. **Term of Lease.** The term of this Lease shall be _____ month(s), and shall commence on _____ ("Commencement Date") and expire on _____ ("Termination Date"), unless terminated earlier pursuant to Section 22 (Early Termination).

   Notwithstanding the foregoing, Lessor may terminate this Lease without cause upon thirty (30) days' written notice to Lessee.

3. **Early Possession.** If Lessor permits Lessee to possess and occupy the Premises prior to the Commencement Date specified in Section 2, then such early occupancy shall not advance the Commencement Date or the Termination Date set forth in Section 1, but otherwise all terms and conditions of this Lease shall nevertheless apply during the period of early occupancy before the Commencement Date.

4. **Rent.** As a material part of the consideration to be rendered to Lessor for the use of said Premises, Lessee agrees to pay Lessor a monthly rent of $_____, due in advance of each month on the _____ day of each month. Said amount shall be paid at _____, California, _____, or otherwise as Lessee is instructed by Lessor.

Payments for any partial month at the beginning or end of the Lease shall be prorated. All payments due to Lessor under this Lease, including late fees and interest, shall also constitute additional rent, and upon failure of Lessee to pay any such costs, charges or expenses, Lessor shall have the same rights and remedies as otherwise provided in this Lease for the failure of Lessee to pay rent.

5. **Security Deposit.** Lessee shall pay the first month and last month rent in advance and shall pay a security deposit of $_____. The total of $_____ is due prior to the commencement of the lease.

6. **Use of Premises.** Lessee agrees to use said Premises for the limited purpose of conducting its permitted activities as stated herein and for no other purpose without the prior written consent of Lessor.

(a) Lessee also agrees to use said Premises only during the following times and days of the week:

_____ - _____ AM to _____ PM.

_____ - _____ AM to _____ PM.

_____ - _____ AM to _____ PM.

Lessee agrees that it shall not use the Premises at other times without the prior written consent of Lessor.

(b) After each use of the Premises, Lessee agrees to:

1. Return all chairs, tables, and other furniture to their prior location and in good order.
2. Clean the kitchen floor, sinks, counter tops, and other kitchen equipment or furniture, after Lessee's use of the kitchen area or equipment and furniture.
3. Dispose of all food remnants and other trash in the designated trash containers.
4. Turn off all lights and any kitchen appliances if used.
5. Lock all doors, close any opened windows.

(c) Lessor does not provide security personnel for the use of the Premises. Lessee acknowledges and assumes risk of use of the Premises without security services.

(d) Lessee shall have the right to use parking spaces or parking areas near or adjacent to the Premises that are designated by Lessor for the use of Lessee and its employees, guests, and invitees. All such parking shall be on a nonexclusive, non-assigned basis and shall be used only during the times specified in this Lease. Lessee shall not use or permit its employees or invitees to use any spaces which have been specifically reserved by Lessor

or for such other uses as have been designated by appropriate governmental entities as being restricted to certain uses. Lessee shall comply and cause its employees and invitees to comply with any parking rules and regulations as Lessor may from time to time reasonably adopt. At no time will Lessee use any parking spaces for storage or containers of any type or description. Lessor assumes no liability or risk for any damage that may occur to the automobile or other property of Lessee, its employees, invitees, or others in any parking area of the Premises.

(e) Lessee shall not do, or permit or suffer anything to be done or kept in, on or about the Premises which will obstruct or interfere with the rights of other Lessees, Lessor or any of their agents, employees, servants, contractors, sublessees, licensees, customers or business invitees, or which will annoy any of them by unreasonable noise or otherwise, nor will Lessee commit or permit any nuisance in, on or about the Premises.

(f) Lessee acknowledges that the Premises is owned and operated by a religious organization and agrees to conducts its activities in a manner that respects the religious nature of the property. Lessee shall not use the Premises for any unlawful purposes or for any activity that, in the sole discretion of Lessor, is inconsistent or incompatible with the religious mission, values, and ministry of the Lessor.

7. **Acceptance of Premises**. Except as specified elsewhere in this Lease, Lessor makes no representations or warranties to Lessee regarding the Premises, including the structural condition of the Premises or the condition of all mechanical, electrical, and other systems on the Premises.

8. **Damage to Premises.** Lessee agrees that it shall be responsible for the payment of any and all repairs, damages, and maintenance costs resulting from Lessee's occupation and/or use of the Premises, normal wear and tear excepted. Lessor will not assume responsibility for the damage or loss of any merchandise or articles left in the Facility. Lessee is responsible for the conduct of those who attend their events during their use of the Premises.

9. **Tax and Assessments.** Lessee represents that it is a tax-exempt organization, and that it is entitled to a religious and/or welfare exemption from real property taxes for the Premises. Lessee, as a "nonprofit entity," agrees to file in a timely manner all of the necessary documents required by law with the proper governmental authorities or agencies to obtain and maintain its exemption status. Lessee shall assume any and all tax obligations and liabilities and will hold Lessor exempt and harmless from any liability, loss, cost and obligation arising out of taxes or assessments due to and attributable to the occupancy and use by Lessee of said Premises. Lessee shall make payment to the Lessor within thirty (30) days of receipt of the bill. The bill shall be paid to the Lessor in the same manner as the rent.

Lessee shall pay all other taxes, assessments, liens and license fees ("Taxes") levied, assessed or imposed by any authority having the direct or indirect power to tax or assess any such liens, related to or required by Lessee's use of the Premises as well as all Taxes on Lessee's personal property located on the Premises. Lessee shall keep the Premises and this Lease free from any mechanic's, materialman's or similar liens or encumbrances, and any claims therefore.

If Lessee's use causes Lessor's property tax exemption to be jeopardized or revoked, Lessor may immediately terminate this Lease upon written notice.

10. **Use and Insurance Requirements.** Lessee shall not use or permit said Premises, or any part thereof, to be used for any purpose or purposes other than the agreed purpose as set forth within this Lease. Lessee shall not occupy or use said Premises in such a manner that would invalidate or increase the cost of any fire and liability insurance over the normal rates applicable to the activities of Lesse and Lessee shall, at its sole cost, comply with any and all requirements pertaining to the use of said Premises, of any insurance organization or company, necessary for maintenance of reasonable fire and public liability insurance.

11. **Lessee's Liability Insurance.** Lessee shall maintain for the duration of this Lease, at its sole cost, general liability and property damage insurance policies covering said Premises and its Lessee in the amount of at least ONE MILLION DOLLARS ($1,000,000.00) per occurrence with an annual aggregate of THREE MILLION DOLLARS ($3,000,000.00). Said policies shall name _____ (church/school name) and SOUTHEASTERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS as an additionally named insured. The policies shall be issued by an insurer rated A Class VII or better. Lessee shall deliver to Lessor copies of all insurance policies required under this paragraph and/or a Certificate of Insurance evidencing the existence and amounts of such insurance within seven (7) days after the commencement of this Lease. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals thereof. Lessee shall not use or occupy the Premises until such certificates of insurance and additionally insured endorsements have been delivered. If Lessee fails or refuses to obtain and/or maintain the insurance coverage required in this section or elsewhere in this Lease, Lessor may obtain such coverage and the cost thereof shall be paid by the Lessee. If Lessor does not wish to obtain such coverage for the Lessee, then this Lease shall terminate immediately.

    If Lessee shall be subject to worker's compensation laws, Lessee shall maintain, at its sole cost, workers compensation insurance and provide proof of such policy coverage within seven (7) days after the commencement of this Lease and at the renewal of the policy. In the alternative, if Lessee shall be self-insured, Lessee shall provide Lessor with proof of said self-insurance in a form acceptable to Lessor. Lessee understands and agrees that Lessor's general liability and property insurance policies do not cover Lessee's personal or business property left on the Premises. Lessee understands and acknowledges that Lessee is advised to obtain, at its sole cost and expense, insurance to cover Lessee's personal or business items.

12. **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, defend, and hold harmless Lessor and its officers, employees, agents, and volunteers, from and against any and all claims, actions, demands, damages, liabilities, judgments, penalties, costs or fees (including attorney's fees) of any kind or nature arising from or out of Lessee's use or occupancy of said Premises, the conduct of Lessee's business or from any activity, work, or other thing done, permitted or suffered by Lessee on the Premises, from any breach or default by Lessee in the performance of any of its obligations under this Lease, or any act or omission of Lessee or any of Lessee's agents, owners, employees, contractors or volunteers.

13. **Exemption of Lessor from Liability.** Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for injuries to persons in, upon and about the Premises, arising at any time or in any manner from the use or occupancy of said Premises by Lessee from any cause whatsoever (except from the gross negligence or unlawful act of Lessor), and Lessee will hold Lessor exempt and harmless from any such liability, loss, cost,

and obligation on account of any damage or injury to any person or to the goods, wares and merchandise of any person. This waiver shall apply to the fullest extent permitted by law.

14. **Signage.** Lessee shall obtain Lessor's written consent as to size, location, materials, method of attachment, and appearance, before installing any signs upon the Premises. Lessee shall install any approved signage at Lessee's sole expense and in compliance with all applicable laws. Lessee shall not damage or deface the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

15. **No Assignment.** Lessee shall not assign its rights under this Lease, or any interest therein, and shall not sublet said Premises or any part thereof, or any right or privilege thereto, or suffer any other person to occupy or use said Premises, or any portion thereof, without the prior written consent of Lessor.

16. **No Waste.** Lessee shall not commit or suffer to be committed any waste upon said Premises.

17. **Lessee Alterations.** Lessee covenants that the Premises shall not be altered in any way without the prior written consent of Lessor. Unless otherwise agreed to in writing by Lessor, Lessee agrees to return the Premises to Lessor in its original condition upon the termination of this Lease. Lessee shall be liable for any and all expenses incurred by Lessor in restoring the Premises to its original condition, reasonable wear and tear excepted.

    Lessee may make alterations, additions or improvements to the Premises, including any Lessee Work, only with the prior express written consent of Lessor, which, with respect to alterations not affecting the structural components of the Premises or utility systems therein. Lessee shall perform all work at Lessee's expense and in compliance with all applicable laws and shall complete all alterations in accordance with plans and specifications approved by Lessor, using contractors approved by Lessor, and in a manner so as not to unreasonably interfere with other Lessees. All alterations, additions or improvements and systems installed in or attached to the Premises by Lessee shall, at the option of Lessor, upon the expiration, or earlier termination of the Lease, belong to and become the property of Lessor without any payment from Lessor and if such option is exercised, shall be surrendered by Lessee in good order and condition as part of the Premises upon the expiration or sooner termination of the Term.

    All of Lessee's work shall be performed: (i) in a thoroughly first class, professional and workmanlike manner, (ii) strictly in accordance with plans and specifications approved by Lessor in advance in writing, (iii) not to adversely affect the structure of the Premises, and (iv) in compliance with all laws and other provisions of this Lease.

18. **Utilities.** Unless otherwise provided herein, Lessee shall, at its sole cost, be responsible for maintaining any services or utilities (telephone, water, gas, heat, light, power, etc.) which its use and occupancy of said Premises may require. Lessee shall pay for its prorated share, as determined by Lessor, of the cost of services or utilities for which Lessor is billed by third parties.

19. **Prohibited Activities.** Lessee shall, at no time, allow the use, consumption, manufacture or sale of tobacco products, vaping devices (e.g., e-cigarettes), alcoholic beverages, marijuana products, illegal drugs and illegal substances within said Premises and other buildings, other areas and parking lots of Lessor.

20. **Maintenance by Lessor and Right of Re-Entry.** Lessor shall maintain the structure, exterior and roof of the leased building, parking lot, driveways, sidewalks, sewer, plumbing, electrical wiring, air conditioning, heating and ventilation in good repair at all times. Lessee shall permit Lessor and its agents to enter into and upon said Premises, during the time of Lessee's use, at all reasonable times for the purpose of inspecting the same or for the purpose of making repairs.

    Except in cases of emergency, Lessor shall provide Lessee with at least twenty-four (24) hours' notice prior to entry.

21. **Keys to Premises.** If the Lessor has provided Lessee with a set of keys to the Premises, Lessee will not, and will cause all other persons, not to duplicate any such keys. Upon expiration or termination of this Agreement, Lessee shall return all sets of keys to Lessor. In the event of a breach of any term of this section, Lessee shall pay all costs and expenses associated with the re-keying of all locks at the Premises, and the replacement of all sets of keys related thereto.

22. **Early Termination.** Any of the following shall, at the option of the Lessor terminate this Lease immediately, prior to the expiration of the lease term:

    (a) The appointment of a receiver to take possession of all or substantially all of the assets of Lessee.

    (b) A general assignment by Lessee for the benefit of creditors.

    (c) Any action taken or suffered by Lessee under insolvency or the Bankruptcy Act.

    (d) Any breach of any covenant or agreement by Lessee and the failure of Lessee to take remedial action, satisfactory to Lessor, within thirty (30) days after written notice of such breach is served on Lessee.

    (e) The failure of Lessee to cure any default in the payment of monthly rent or other financial obligation of Lessee within three (3) days after written notice of such default is served on Lessee.

    (f) The usage of the Premises by Lessee for any unlawful purposes or for any activity that is inconsistent or incompatible with the mission, values, and ministry of the Lessor.

    Upon such termination of this Lease, Lessee agrees that Lessor may take possession of the Premises, by precluding further use of the Premises by Lessee, without further notice to Lessee and without prejudicing the Lessor's rights to damages. Lessee agrees to peaceably and quietly surrender to Lessor all keys possessed by Lessee and to remove from the Premises all of its property within five (5) days of Lessor's demand.

23. **Disputes.** The parties agree to negotiate in good faith and in a timely manner any dispute or claim relating to this Lease. The parties consent to mediation if direct negotiation does not resolve the dispute.

24. **Notices.** Unless otherwise provided, any notice under this Agreement shall be given in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b)

upon confirmation of receipt by fax by the party to be notified; (c) one (1) business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in (d); or (d) three (3) days after deposit with the U.S. Post Office, postage prepaid, registered or certified with return receipt requested and addressed to the party to be notified at the address indicated for such party on the signature page.

25. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which party may be entitled.

26. **Counterparts and Facsimile Signatures.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Lease may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

27. **Heirs and Assigns.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

28. **Entire Agreement.** This Lease, including any attachments and appendices to the agreement if any, constitutes the entire understanding of the Parties, and shall supersede all prior oral and written understandings of the Parties with respect to the subject matter hereof. No amendments to this Lease are effective unless in writing and signed by both Parties.

29. **Formality of Agreement.** The Parties agree that the invalidity or unenforceability of any provision in this Lease shall not invalidate the entire Lease. The Parties further agree that the titles of paragraphs in this Lease are for convenience only, and that any modifications to this Lease must be in writing executed by both Parties.

30. **No Waiver.** The waiver by Lessor of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same or any other term, covenant or condition herein contained, and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except for the payment of rent accepted.

31. **Severability.** If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

32. **Force Majeure.** Time periods for either party's performance under any provisions of this Lease (excluding payment of rent) shall be extended for periods of time during which the party's performance is prevented due to circumstances beyond such party's control, including without limitation, fires, floods, earthquakes, lockouts, strikes, embargoes, governmental regulations, acts of God, public enemy, war or other strife.

33. **Authority of Parties.** Any individual signing this Lease on behalf of a corporation or partnership represents and warrants that he or she has the full authority to sign this Lease on behalf of the corporation or partnership which he or she represents and the authority to bind said corporation or partnership to the terms of this Lease.

34. **Governing Law.** The Lease has been negotiated and entered into in the State of California, and shall be governed by, construed and enforced in accordance with the laws of the State of California.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be executed by their duly authorized representatives, on this _____ day of _____, 20_____.

"**Lessor**":

SOUTHEASTERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS
11330 Pierce St. Riverside, CA 92505

By: _____
Verlon Strauss
Treasurer

(NAME OF CHURCH OR SCHOOL)
(Address)

By: _____
_____ (Printed Name of Pastor/Principal)
_____ (Title/Position)

"**Lessee**":

(NAME OF LESSEE ORGANIZATION)
(Address)

By: _____
_____ (Printed Name of Representative)
_____ (Title/Position)