

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into this 16th day of March, 2021, by and between the CITY OF FULLERTON, a municipal corporation (hereinafter referred to as "City"), and BOYS AND GIRLS CLUB OF FULLERTON (hereinafter referred to as "Tenant"). City and Tenant are at times collectively referred to as "Parties" or each separately as "Party."

RECITALS

WHEREAS, City and Tenant entered into a Lease Agreement, dated September 28, 2012 ("Original Lease"), pursuant to which Tenant leased premises consisting of a portion of the Fullerton Community Center ("Center") and associated parking at the Center and Amerige Park, located in Fullerton, California, Assessor's Parcel Numbers 032-160-04 and 032-160-05, described in Exhibit "A" to the Original Lease ("Premises"). A full copy of the Original Lease is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, on September 2, 2014, the Parties executed that certain Letter of Agreement, agreeing that the Commencement Date for the Original Lease was September 28, 2012 and that the Original Lease shall remain in effect for a period of 25 years; and

WHEREAS, the Parties desire to amend certain terms and conditions of the Original Lease by means of this First Amendment; and

WHEREAS, the Parties intend and desire that the reduction in rent set forth herein shall be effective retroactive to March 1, 2021.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RENT.** Section IV (Payments) of the Original Lease is hereby amended to add a Subsection D entitled "March 1, 2021 to December 31, 2021 Rent Terms" to read as follows:

"D. March 1, 2021 to December 31, 2021 Rent Terms

For the period of March 1, 2021 through December 31, 2021; Tenant shall pay a reduced rent amount of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) per month."

2. **RETROACTIVELY EFFECTIVE.** The Parties agree that the reduction in rent set forth in this First Amendment shall be effective retroactive to March 1, 2021.
3. **EFFECT OF FIRST AMENDMENT ON LEASE.** Except as modified herein, all other terms and conditions of the Original Lease remain in full force and effect. In the event the terms and conditions of this First Amendment conflict with the terms of the Original Lease, the terms and conditions of this First Amendment shall prevail and be controlling.
4. **FULL FORCE AND EFFECT.** The Parties each represent and warrant to the other that the Original Lease, as amended by this First Amendment, is in full force and effect and has not been assigned, modified, supplemented or further amended in any way, other than by this First Amendment or the Letter of Agreement referenced herein.
5. **ENTIRE AGREEMENT, AMENDMENT.** The Original Lease, as amended by this First Amendment, contains the entire agreement of the Parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained in this First Amendment shall be of any force and effect. This First Amendment may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties.
6. **COUNTERPARTS.** This First Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
7. **INCORPORATION OF RECITALS.** The foregoing recitals are fully incorporated into this First Amendment by this reference.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the dates written below.

CITY OF FULLERTON
A municipal corporation

By: _____
Kenneth A. Domer
City Manager

Date: _____

ATTEST:

Lucinda M. Williams
City Clerk

APPROVED AS TO FORM:

Richard D. Jones
Richard D. Jones
City Attorney

TENANT
Boys and Girls Club of Fullerton

By: Burt Ackerman
Name Burt Ackerman
Title CEO

Date: 3/8/21

By: James Aurelio
Name
Title

Date: 3-8-2021

EXHIBIT A
ORIGINAL LEASE

Lease Agreement
Between The City of Fullerton
and Boys and Girls Club of Fullerton

This Lease Agreement ("Agreement") is entered into, this 28th day of September, 2012, by and between the City of Fullerton, a municipal corporation (hereinafter referred to as "City"), and Boys and Girls Club of Fullerton (hereinafter referred to as "Tenant"). City and Tenant are at times collectively referred to as "Parties" or each separately as "Party."

WITNESSETH

WHEREAS, City is the owner of that certain real Premises known as Amerige Park (the "Park"), located in Fullerton, California, Assessor's Parcel Numbers 032-160-04 and 032-160-05, described in Exhibit A, which is attached hereto and incorporated herein; and

WHEREAS, Tenant entered into a Lease Agreement with the City on or about November 18, 1966 and a replacement Lease Agreement on September 1, 1976 for the Boys and Girls Club of Fullerton facility previous located in Amerige Park at 348 W. Commonwealth Ave, for the purpose of promoting the physical, mental and moral welfare of boys and girls in of the City of Fullerton; and

WHEREAS, the 1976 Lease Agreement between the Parties terminated on August 31, 2006 and Tenant's lease continued on a month-to-month basis until the Boys and Girls Club facility was torn down in October 2010 in preparation for the construction of the Fullerton Community Center (hereinafter referred to as the "Center") located in Amerige Park at the site of the former Fullerton Senior Center; and

WHEREAS, The City agreed to Lease to Tenant a portion of the space in the Fullerton Community Center (hereinafter referred to as "Premises") to operate the Boys and Girls Club of Fullerton in exchange for a contribution towards the construction of the community center and Tenant accepted City's offer; and

WHEREAS, it is in the best interests of the City and Tenant that this Agreement be consummated between the City and Tenant on the terms and conditions herein contained.

NOW, THEREFORE, in consideration of the promises and the respective and mutual Agreements contained herein, said Parties hereby agree as follows:

I. PREMISES

City hereby leases for Tenant's exclusive use of the Boys & Girls Club offices and non-exclusive use of certain community rooms located in the Fullerton Community Center as shown on Exhibit B and incorporated herein (Fullerton Community Center Floor Plan) and a non-exclusive right to use parking at the center and Amerige Park. City and Tenant acknowledge that the Center will be shared, in part, with the Center. The Parties have prepared a Tenant Use Schedule which sets forth the shared use of the Center which is attached hereto as Exhibit C and incorporated herein. The Parties agree that Exhibit C may be modified from time to time by mutual written agreement of the Parties without having to amend this Agreement.

When the community rooms are not in use by Tenant or City, Tenant acknowledges that the community rooms may be scheduled for private events by the general public from the City through the Fullerton Parks and Recreation Department.

II. USE

For consideration herein described, Tenant's use of the offices and rooms at the Center shall be for purpose of operating and programming the Boys and Girls Club of Fullerton and any directly related uses.

A. Tenant's Operating Hours

The hours of operation of the Premises shall be limited to the Fullerton Community Center hours of operation which are:

Monday - Thursday	6:30 am – 10:00 pm
Friday - Saturday	6:30 am – 12:00 am
Sunday	8:00 am – 8:00 pm

The Director of Parks and Recreation, in cooperation with Tenant, reserve the right to modify the hours of operation for the Center.

B. Personal Property

Tenant shall provide all necessary personal property and supplies needed to operate the Boys and Girls Club of Fullerton. Tenant's personal property shall not include office furniture, tables, chairs and other items affixed to the Center that will be provided by the City. Tenant shall be responsible for maintaining and replacing all personal property not affixed to the Center including those items located in Tenant's offices which were provided by the City. Tenant may not add seating and storage or tables to the community rooms or attach/hang any items to the walls of the community rooms. Replacement furniture must be similar, in style and quality, located in the Center and shall be approved in advance by the Director of Parks and Recreation.

C. Signage

As long as Tenant occupies the Premises Tenant shall have a sign oriented towards Commonwealth Avenue stating "Boys and Girls Club of Fullerton" along with the Boys and Girls Club's logos in a design to be agreed upon by the City and Tenant. The cost of installing the sign shall be borne by the City. On termination of the Lease, the City shall have the right to remove the sign at City's expense. City shall, at all times, maintain Tenant's sign in working order and good condition.

All signage and location of signage shall be approved by the Director of Parks and Recreation.

D. Communication/Reporting

Tenant's Chief Professional Officer shall meet at least once each month with the Fullerton Community Center Supervisor and Program Assistants to discuss issues affecting program scheduling and the overall operations of the facility and its programs. Both agencies will maintain a master calendar of events which shall include the event name, day and time, room/s to be used and expected attendance. Master calendars shall be provided to each agency and discussed at the monthly meeting.

The Tenant shall maintain and provide daily attendance reports. Reports shall be submitted to the Community Center Director or designate by the (5th) fifth of each month.

E. Emergency Procedures

The Tenant shall prepare and maintain current an Emergency Procedures Manual which includes the following:

- A current Emergency Contact List
- Fire Procedures
- Earthquake Procedures
- Evacuation Procedures
- Medical Emergency Procedures
- Bomb Threat/Terrorism Procedures
- Fire Prevention
- Fire/Emergency Drill Log
- Floor Warden Duties

Tenant shall conduct and document at least (2) two emergency evacuation drills annually.

III. LIMITATION OF THE AGREEMENT

This Agreement and the rights and privileges granted TENANT in and to the Fullerton Community Center and the rights and privileges granted to the City in and to TENANT Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Agreement or in any document related hereto shall be construed to imply the granting to either Party, rights which exceed those granted in this Agreement.

IV. PAYMENTS

A. Rent

Tenant shall pay the City the annual sum of \$36,000 in 12 monthly installments \$3,000 per month for the first 12-months of this Agreement. The monthly payments shall increase to \$4,000 per month on the 1st anniversary date of this Agreement and \$5,377 per month on the second anniversary date of this Agreement. Rent will be increased by three percent (3%) every two (2) years beginning on the 3rd anniversary date of this Agreement. Monthly rent includes the City's costs to provide maintenance, custodial, capital replacement (flooring, roof, HVAC, exterior and interior painting, automatic doors, security systems and windows) utilities, (including Wi-Fi service, water, electricity and gas) property taxes and property insurance.

B. Free Rent

City shall provide Tenant free rent until December 31, 2012.

C. Capital Contribution

Tenant shall pay the City \$700,000 for their contribution to the cost of constructing the Fullerton Community Center. The contribution may be made in one lump sum or quarterly installments of \$7,000 beginning on July 1, 2013 and continue over twenty five (25) years. Quarterly payments shall be made beginning on July 1, 2013 and continuing thereafter on the 1st day of each quarter. Payments included in this section shall be considered delinquent if not paid by the 28th of the first month in the same quarter.

V. CAPITAL CONTRIBUTION FUNDRAISING

The City shall grant room naming rights in the Fullerton Community Center to Tenant. Tenant may name any room in the community center used by the general community excluding restrooms, electrical and mechanical rooms, storage rooms, the Senior Club offices and City staff offices. Tenant and the City will agree upon a sign program to acknowledge those individuals who purchase naming rights within the Center. Tenant must follow the Room Naming Rights Policy which is attached hereto as Exhibit D. The room naming fundraising program shall be used to pay the \$700,000 capital contribution contained herein in Section IV.C.

After Tenant has met their \$700,000 capital contribution obligation, Tenant may continue selling room naming rights at the community center for the sole purpose of paying rent in advance following the scheduled rent in Section IV.A of this Agreement.

Tenant shall deposit any funds collected from the fundraising campaign in a restricted account established by the City within thirty (30) days of receipt of said funds. The room naming rights fundraising program shall not limit the Tenant's right to do other fundraising and acknowledging contributors using plaques or collages located within the premises solely used by the Tenant and with prior approval of City.

VI. TERM

A. Initial Term

The Parties shall execute a letter establishing the Commencement Date of the Agreement and the Assessment shall remain in effect for a period of 25 years subject to extension as described below.

Tenant shall have the right to early access to the Premises prior to the Commencement Date in order to coordinate and install any improvements that are Tenant's responsibility conditioned on Tenant providing City proof of the insurance required by this Agreement and so long as Tenant's work does not interfere with the completion of the Center.

B. Option to Extend

City grants to Tenant one (1) Option to Extend the Lease Term ("Extension Option") for a period of twenty five (25) years ("Option Term"). The Extension Option may be exercised

only by written notice delivered by Tenant to City at least six (6) months, but no more than eighteen (18) months prior to the expiration of the original Lease Term. The Option may only be exercised if Tenant is not in default under the terms of the Lease during the Option Term rent will be increased three percent (3%) every other year during the Option Term.

VII. SUBLEASE OR ASSIGNMENT

Any sublease or assignment of Tenant's interest in the Center or any part or portion thereof is prohibited without the City's written consent. Any attempted sublease or assignment without the City's written consent shall be null and void and shall be cause for immediate termination of this Agreement and shall confer no right, title, or interest in or to this Agreement.

VIII. MAINTENANCE AND IMPROVEMENTS OF PREMISES

City will provide building maintenance, facility capital repair and custodial services. Building maintenance includes general maintenance to the buildings and fixtures and does not include maintenance of equipment, data and telephone lines or personal property. Facility capital repair includes scheduled replacement of the roof, flooring, exterior and interior painting and the HVAC system. Custodial services includes daily cleaning, trash removal and vacuuming and mopping of all rooms and offices and weekly/monthly cleaning of walls, windows, carpet shampooing, floor waxing and other services deemed necessary by the City.

The Tenant shall inform the Community Center Director or designate in writing of any need for facility maintenance repairs within (1) one day of detection. The Director or designate will forward requests for maintenance repairs to the Maintenance Services Department and follow-up as needed.

IX. ALTERATIONS AND IMPROVEMENTS

Tenant shall not make or cause any alterations or improvements to be made in or on the Premises without first obtaining the written approval of the City which consent will not be unreasonably withheld. Tenant shall obtain all applicable Federal, State and local permits and approvals before any alterations or improvements are made to the Premises. All improvements affixed to the Premises by Tenant shall become the Property of City.

X. PERMITS AND LICENSES

Tenant shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with its operations on the Premises, or in connection with any improvements it may construct on the Premises. No permit approval or consent given hereunder by City in its governmental capacity shall affect or limit Tenant's obligations hereunder, nor shall any approvals or consents given by City, as a party to this Agreement, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

XI. NONDISCRIMINATION

Tenant shall not deny benefits harass or allow harassment, to any person on the basis of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, sexual orientation, age or sex, nor shall they discriminate unlawfully, harass or

allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, sexual orientation, age or sex.

XII. CITY'S RIGHT TO ENTER

City, through its employees/agents, reserves the right of entry to enter in and upon the Premises at all reasonable times during the term of this Agreement for the purpose of the inspection, protection and maintenance of the Premises, to determine if Tenant is in compliance with the provisions of this Agreement, or for any other reasonable purpose. City further reserves the right of entry and immediate possession of the Premises in the case of an emergency. For purposes of this paragraph, "emergency" shall mean an imminent threat of damage or harm to property or persons necessitating possession of the Premises by City.

XIII. INSURANCE REQUIREMENTS

Tenant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to Premises which may arise from or in connection with the Tenant's operations, occupancy of and use of the leased premises. Tenant shall provide current evidence of the required insurance in a form acceptable to the City and shall provide replacement evidence for any required insurance which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained herein in Section XIV. or the extent to which Tenant may be held responsible for payments of damages to persons or Premises.

A. Minimum Scope and Limits of Insurance

1. Commercial General Liability Insurance. Tenant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 001 ED. 11/88, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
2. Business Automobile Liability Insurance. Tenant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 000 T ED. 6/92, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.
3. Workers' Compensation and Employers' Liability Insurance. Tenant shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident.

B. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City.

C. Other Insurance Provisions

The required insurance policies shall contain or be endorsed to contain the following provisions:

1. Commercial General Liability and Business Automobile Liability

The City, its elected or appointed officials, officers, employees and volunteers are to be covered as insureds with respect to liability arising out of Tenant's operation or the ownership, occupancy, maintenance or use of the leased premises; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Tenant. The coverage shall contain no special limitations on the scope of its protection afforded to the City, its officials, officers, employees and volunteers.

2. Commercial General Liability and Business Automobile Liability

This insurance shall be primary insurance as respects the City, its officers, employees and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

3. Workers' Compensation and Employers' Liability Insurance.

Insurer shall waive their right of subrogation against City, its officers, employees and volunteers for work done on behalf of the City.

4. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

All required insurance shall be placed with insurers acceptable to the City with current BEST'S ratings of no less than B+, Class X. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of the City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A- Class X may be accepted if Tenant evidences the requisite need to the sole satisfaction of the City.

E. Verification of Coverage

Tenant shall furnish the City with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Tenant shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by City before Tenant occupies premises.

The City reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.

XIV. INDEMNIFICATION

Tenant shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City Indemnitees"), from and against any and all causes of actions, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising out of Tenant's occupation of the Premises, except for such loss of damage arising out of the sole negligence or willful misconduct of the City. If the Tenant's indemnity obligations arise and in the event the City Indemnitees are made a party to an action, lawsuit, or other adversarial proceeding arising from Tenant's occupation of the Premises the Tenant shall provide a defense to the City Indemnitees or at the City's option reimburse the City Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Tenant, its officers, employees, agents, volunteers or subcontractors, but shall be required whenever any claim, demands, suits, actions or proceedings of any kind or nature asserts liability against the City Indemnitees, related to Tenant's occupancy and use of the Premises or to this Agreement, whether or not Tenant, its officers, employees, agents, volunteers or subcontractors are specifically named or otherwise asserted to be liable.

City shall defend and indemnify Tenant for any claims that are caused by City's sole negligence or willful misconduct and City agrees, in such instance, to provide Tenant with a defense to such claims.

XV. HAZARDOUS MATERIALS

As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including without limitation, City acting in its governmental capacity, the State of California or the United States Government.

A. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises, except as may be specifically authorized by City in writing. Any such authorization by City shall not alter or reduce Tenant's obligations under this section, including but not limited to its duty to indemnify and defend City, for any contaminations which may occur as a result of Tenant's use of the authorized material.

B. If Tenant breaches the obligations stated herein, or if contamination of the Premises by Hazardous Materials otherwise occurs for which Tenant is legally liable to City for damage resulting therefrom, then Tenant shall indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises, damages arising from any adverse impact on marketing of space in the Premises or portion of any building of which the Premises is a part, and sums paid in settlement of claims, attorneys fees, consultant fees and expert witness fees) which arise during or after the term as a result of such contamination.

C. This indemnification includes without limitation, costs incurred by City in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or legal governmental entity because of Hazardous Material being present in the soil or ground water or under the Premises. Tenant shall promptly take all actions at its sole cost and expense as are necessary to clean, remove and restore the Premises to its condition prior to the introduction of such Hazardous Material by Tenant, provided Tenant shall first have obtained City's approval and the approval of any necessary governmental entities.

D. Pre-Existing Contamination

City hereby agrees to indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, known or unknown, arising from any pre-existing soil contamination or other pre-existence of any Hazardous Material on the Premises prior to the date Tenant originally began to occupy the Premises, including but not limited to any sums paid in settlement of claims, attorneys fees, consultant fees and expert witness fees which arise during or after the Agreement term and arising solely from such pre-existing contamination, if any.

XVI. PUBLIC RECORDS

Any and all written information submitted to and/or obtained by City from Tenant or any other person or entity having to do with or related to this Agreement and/or the Premises, either pursuant to this Agreement or otherwise, at the option of City, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (Government Code Section 6250, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public. Tenant hereby waives, for itself, its agents, employees, subTenants and any person claiming by, through or under Tenant, any right or claim that such information is not a public record or that the same is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

XVII. RESERVATION TO CITY

Once the City's build out is complete and the Premises are accepted by Tenant, the Premises are accepted in "as is" condition. Tenant is subject to any and all existing easements and encumbrances. In addition, City reserves the right to install, lay, construct, maintain, repair and operate such sewer lines, drain lines, laterals, manholes and utilities (water, oil, gas, telephone and power) and all appliances and appurtenances necessary or convenient in connection with, in, over, upon, through across, under and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. No right reserved by City in the Paragraph shall be so exercised as to interfere unreasonably with Tenant's operations. Except in the event of an emergency, City shall provide thirty (30) days advanced written notice of City's exercise of its reservation of rights. For purposes of this Paragraph, unreasonable interference is defined as the inability to operate due to noise, noxious odor or physical access to Premises during regular business hours.

XVIII. HOLDING OVER

In the event Tenant shall continue in possession of the leased Premises after the term of this Agreement, such possession shall not be considered a renewal of his Agreement, but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Agreement or provided by law.

XIX. CITY'S RIGHT TO RE-ENTER

Tenant agrees to yield and peaceably deliver possession of the Premises to City on the date of termination of this Agreement, whatsoever the reason for such termination. Upon giving written notice of termination to Tenant, City shall have the right to re-enter and take possession of the Premises on the date such termination becomes effective without further notice of any kind and without institution of summary or regular legal proceedings. Termination of the Agreement and re-entry of the Premises by City shall in no way alter or diminish any obligation of Tenant under terms of the Agreement and shall not constitute an acceptance or surrender.

Tenant waives any and all right of redemption under any existing or future law or statute in the event of eviction from or dispossession of the Premises for any lawful reason or in the event City re-enters and takes possession of the Premises in a lawful manner.

XX. ATTACHMENTS

This AGREEMENT includes the following, which are attached hereto and made a part hereof:

Attachment A – Assessors Parcel Map for Amerige Park
Attachment B – Fullerton Community Center Floor Plan
Attachment C – Tenant Use Schedule
Attachment D – Room Naming Rights Policy

XXI. AUTHORITY OF TENANT

If Tenant is a corporation, each individual executing this Agreement on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with the by-laws of said corporation, and that this Agreement is binding upon said corporation.

XXII. RELATIONSHIP OF PARTIES

The relationship of the parties hereto is and shall at all times remain that of Lessor and Tenant. It is expressly understood and agreed that by executing this Agreement and allowing Tenant to take possession of the Premises, City does not in any way or for any purpose become a partner of Tenant, or otherwise establish a joint venture between City and Tenant.

XXIII. NOTICES

All notices to this Agreement shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail.

CITY

Director of Parks and Recreation
City of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
(714) 738 - 6575

TENANT

Chief Professional Officer of the
Boys and Girls Club of Fullerton
303 W. Commonwealth Ave.
Fullerton, CA 92832
(714) 871-1391

IN WITNESS WHEREOF, the parties have executed this license the day and year first above written.

CITY OF FULLERTON
A Municipal Corporation

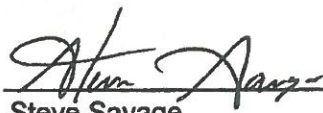


Penny Loomer
Director of Parks & Recreation

TENANT
Boys and Girls Club of Fullerton

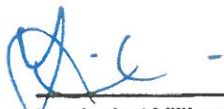


President



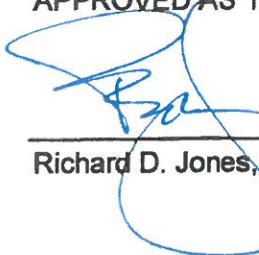
Steve Savage
Chief Professional Officer

ATTEST



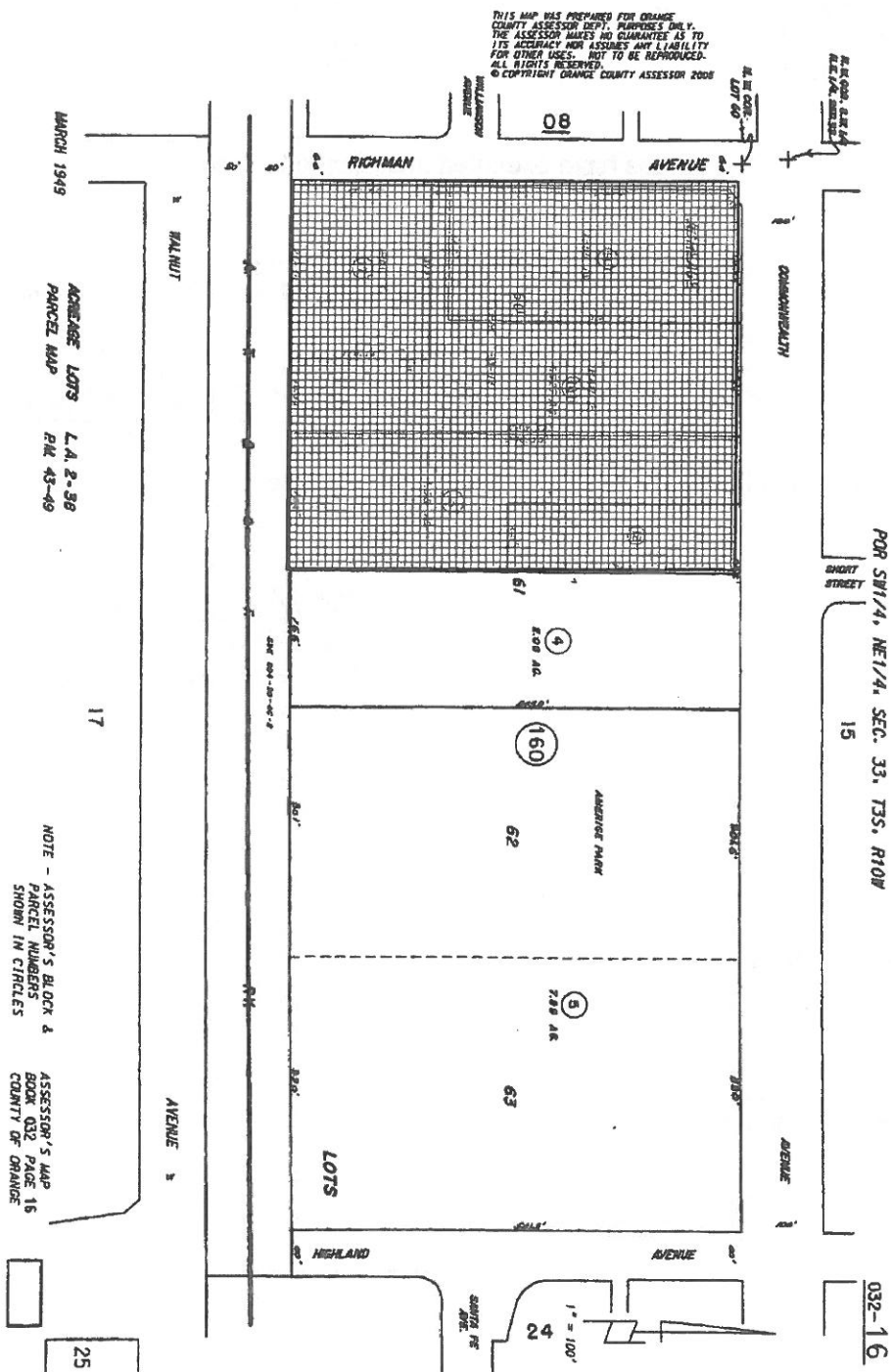
Lucinda Williams, City Clerk

APPROVED AS TO FORM



Richard D. Jones, City Attorney

Attachment A
Assessors Parcel Map for Amerige Park

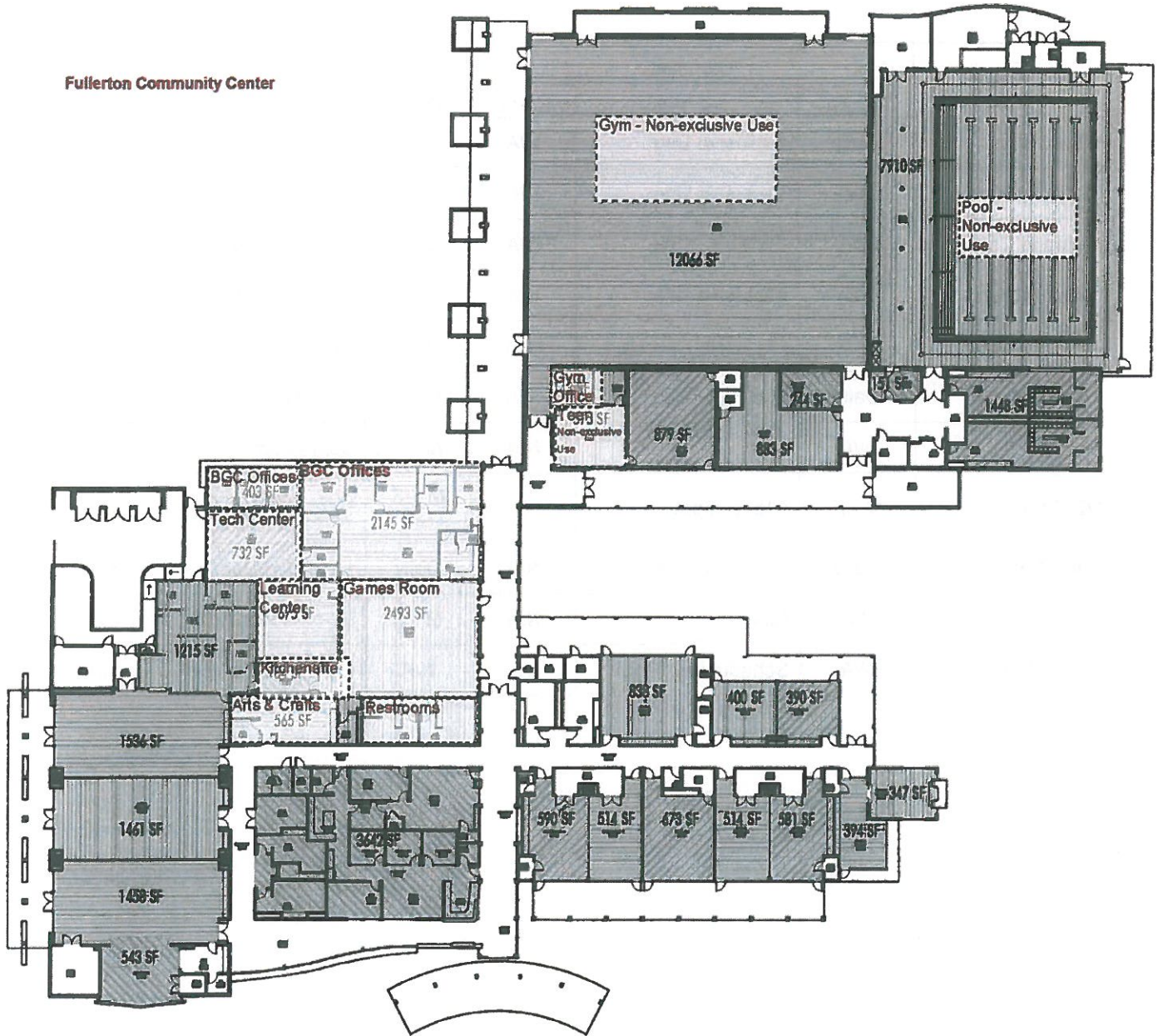


POR SW1/4, NE1/4, SEC. 33, T3S, R10W
1-5-1

032-16

Attachment B
Fullerton Community Center Floor Plan

Fullerton Community Center



Attachment C
Tenant Use Schedule

Area/Room	Summer			School Year		
	Days	Time	Hours	Days	Time	Hours
B&G Offices	Daily	Exclusive Use	N/A	Daily	Exclusive Use	N/A
Tech Center	Daily	Exclusive Use	N/A	Daily	Exclusive Use	N/A
Learning Center	Daily	Exclusive Use	N/A	Daily	Exclusive Use	N/A
Games Room	Daily	Exclusive Use	N/A	Daily	Exclusive Use	N/A
Arts & Crafts	Daily	Exclusive Use	N/A	Daily	Exclusive Use	N/A
Kitchenette	Daily	Exclusive Use	N/A	Daily	Exclusive Use	N/A
Teen Room	N/A	N/A	N/A	M - F	3pm - 6pm	3
1/2 Gym	M - F	11am - 8pm	9	M - F Sat	3pm - 8pm 7am - 11:30 am	5 4.5
Gym Office	Daily	Exclusive Use	N/A	Daily	Exclusive Use	N/A
Pool	N/A	N/A	N/A	M - F	To be scheduled	2
Locker Rooms	N/A	Scheduled w/Pool	N/A	N/A	Scheduled w/Pool	N/A

Attachment D
Room Naming Rights Policy

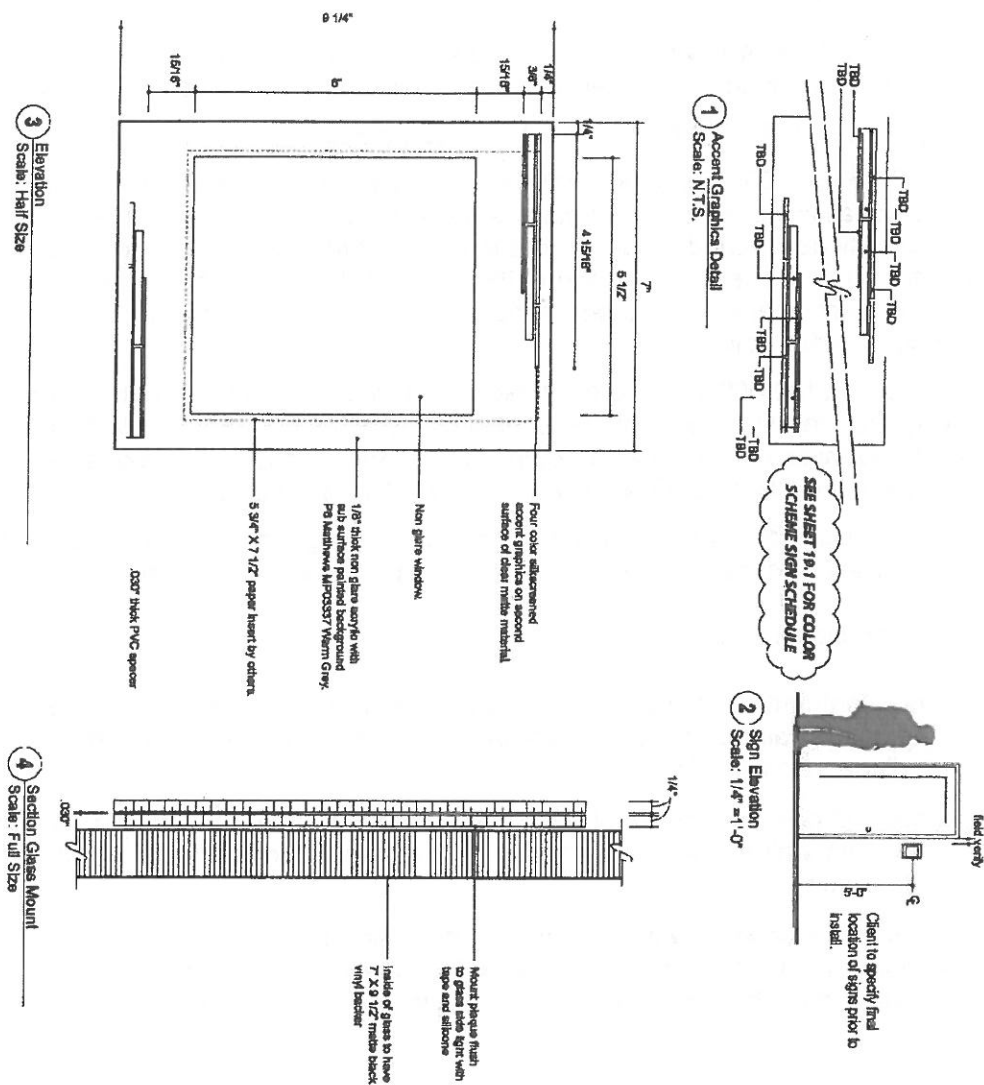
Donor Recognition Program

- A. All gifts up to \$2,499 will be recognized with a display in the lobbies for a minimum of a 12-month period and other public recognition such as advertising in local media
- B. All gifts of \$2,500 will be recognized on a donor wall
- C. All gifts of \$10,000 - \$99,000 will be recognized as above and with the additional option of allowing the donor to place a name plate adjacent to, or in a room or other specifically designated area (i.e., outdoor courtyard) within the Fullerton Community Center. The plaque will be made of the same material with the same font and color as the permanent room identification plaque as further described in Exhibit 1 attached to this policy.
- D. All gifts of \$100,000 and more will be recognized as above. Donors at this level of giving may request additional recognition for spaces benefiting their donation, such as the naming of the area or room. These donor recognition requests would be submitted the City Council approval on a case by case basis.
- E. All costs associated with the Donor Recognition Program will be paid by the Tenant. The City shall not assume responsibility for replacement due to vandalism or theft.

Location of Approved Donor Recognition Walls

- A. Donors contributing to the Tenant's capital contribution obligation will be identified on the south wall of the hallway leading to the courtyard from the north entrance of the Fullerton Community Center.
- B. Donors and past supporters of the Boys and Girls Club of Fullerton will be identified on the west wall of the main hallway between the two entrances to the Tenant's Games Room.
- C. The donor recognition walls are to be professionally made and of similar design, materials and quality to the donor wall at the Oasis Senior Center in Corona del Mar. The design must be approved by the Director of Parks and Recreation.

Exhibit 1
Attachment D
Room Naming Rights Policy



ITEM NO. 19	SIGN MATERIALS:
SIGN TYPE J3	7" WIDE X 9 1/4" NON GLARE ACRYLIC
CHANGEOVER ROOM 112 SMALL	SIGN.
QTY: 16	
	INDUSTRY:
	MOIST WET TAPE AND SILICONE
	WITH WHITE BLACK VINYL BLOWER
	APPLIED TO INTERIOR OF GLASS.
COLOR/FINISH:	
REPER ELEVATIONS	
POINT:	
AVANT GARDE GOTHIC MEDIUM	

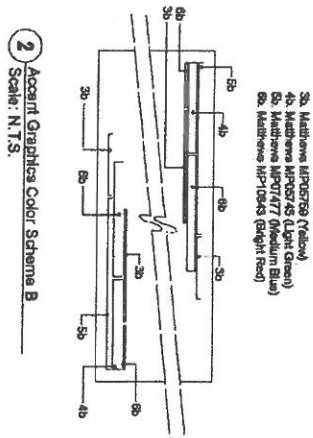
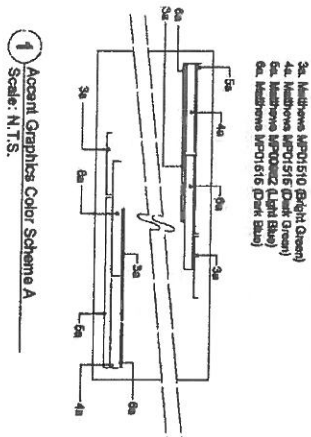
<p>Project FULLERTON COMMUNITY CENTER</p> <p>Owner SHANNON BUILDERS ATT: KEVIN HENNECK 1721 MITCHELL NORTH RD IRVINE, CA 92614</p> <p>Designers GERALD STUBBS DESIGN, LLC</p>	<p>Project Number: 49219</p> <p>Drawing</p>
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Order Item: 19
Sign Type: A3
Revision No.:


Yonmar
 Yonmar Products, Inc.
 7800 Deering Avenue
 Canoga Park, CA 91304-5005
 Tel: 818-610-5115
 Fax: 818-610-5123
 E-Mail: info@yonmarproducts.com

Exhibit 2 Attachment D Room Naming Rights Policy

SRN TYPE	QTY	COLOR SCHEME	MESSAGE	NOTES
A3.01	1	A	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.02	1	A	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.03	1	A	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.04	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.05	1	A	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.06	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.07	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.08	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.09	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.10	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.11	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.12	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.13	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.14	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.15	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.16	1	B	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.17	1	A	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.18	1	A	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.19	1	A	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.20	1	A	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION
A3.21	1	A	(PAPER INSERT)	CHANGABLE PAPER INSERT VEHICLE LOCATION FROM TO INDICATION



Order Number 49219

Fabrication Drawing

Project
FULTON COMMUNITY CENTER

Customer

SHANNON BUILDERS
1773 MITCHELL NORTH #200
IRVINE, CA 92614

Designer

DESIGN STUDIO DESIGN, LLC

Order Item: 19

Sign Type: A3

Revision No.:

Drawn By: RA



Vonnar Products, Inc.
7800 Deering Avenue
Carroll Park, CA 91504-5005
Tel: 818-610-6115
Fax: 818-610-6123
E-Mail: info@vonnarproducts.com
Sheet Date: 08/04/11
Sheet Number 19.1

Exhibit 3
Attachment D
Room Naming Rights Policy

