LEASE AGREEMENT

Meux Home

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into effective this 9th day of February, 2017, by and between the City OF FRESNO, CALIFORNIA, a municipal corporation, ("City"), and THE MEUX HOME CORPORATION, a California nonprofit corporation, ("Tenant").

WITNESSETH

WHEREAS, City owns the property commonly known as 1007 R Street, Fresno, California, (the "Leased Premises"), commonly described as the Meux Home; and

WHEREAS, Tenant was incorporated for the purpose of operating and maintaining the Leased Premises as an 1889 house museum for the general public; and

WHEREAS, the City deems it advantageous to the public to rent the Leased Premises to Tenant because of the Meux Home's historical and architectural significance and the educational opportunities associated therewith.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1: DESCRIPTION OF LEASED PREMISES. City leases to Tenant the area commonly described as the Meux Home located at 1007 R Street, Fresno, California, for the purpose of maintaining and operating the existing Meux Home museum for the benefit of the general public. The Meux Home, constructed in 1889, is a designated property on Fresno's Local Register of Historic Resources and is also listed individually on the National Register of Historic Places.

SECTION 2: TERM OF LEASE. The initial term of this Lease shall be from the Effective Date through June 30, 2021. It is agreed that this Lease may be automatically renewed for one additional five year term expiring June 30, 2026 thereafter, unless either party gives notice to the other at least three months prior to the end of the initial term of that party's desire to modify or terminate all or any portion of this Lease as of the end of the initial term.

SECTION 3: TERMINATION OF LEASE. In the event that Tenant fails to maintain and operate said premises for the principal purposes for which the same are hereby demised, or fails to maintain reasonable and adequate supervision and maintenance of said premises, or Tenant fails to perform any provision of this Lease, or to comply with any requirement of law or any requirement imposed on Tenant or the Leased Premises by any duly authorized governmental agency or political subdivision, relating to the Tenant's use or occupancy of the Leased Premises, and further fails to remedy any such faults or defects within ten (10) days after written notice to do so from City, then City may elect to terminate and cancel this Lease as to some or all of the Leased Premises, in the City's discretion.

SECTION 4: RENT. No rent will be paid by Tenant in recognition of their ongoing financial investment in the maintenance and upkeep of the facility, and valuable benefit the operation of the Meux Home museum brings to the community.

SECTION 5: USE OF THE LEASED PREMISES. Tenant shall not use or permit the Leased Premises or any part thereof, to be used other than for a house museum, and such additional uses as may be approved in advance by City in writing, provided that such use is consistent with operating and maintaining the Meux Home as an 1889 house museum for the benefit of the general public. Except as expressly provided elsewhere in this Lease, programming and all operating costs shall be solely the responsibility of Tenant. Tenant shall have exclusive responsibility and control of programming, hiring of staff, arranging tours, establishing hours of operation, and establishing fees. Tenant shall be permitted to rent the Meux Home as a venue for weddings and other functions as a means of raising funds to support the mission of the Tenant. Tenant shall have the right to post such signs as are necessary and usual in the conduct of its activities in and upon the Leased Premises, so long as such signs conform to the regulations of the Fresno Municipal Code.

SECTION 6: REVENUE. Tenant may retain revenues generated by it, including but not limited to admission fees, fundraising revenues, and donations.

SECTION 7: RECORDS. Tenant shall maintain adequate records of all tours and other activities carried on by it on the Leased Premises. All such records shall be available for inspection by authorized employees of the City at any reasonable time, and Tenant shall furnish to City upon request such information concerning any operation or operations conducted by it on the Leased Premises, including but not limited to gross ticket sales, and shall submit an independent annual audit of Tenant's operation to the Parks and Recreation Director within ninety (90) days after the close of each annual period.

SECTION 8: ANNUAL REPORTING. City and Tenant agree to meet at least once annually to discuss the following items, which Tenant agrees to provide on an annual basis within 90 days after the close of each annual period:

A. A report of its activities in connection with the operation of the Leased Premises.
B. A financial statement which includes a balance sheet detailing all assets and liabilities, and an income statement detailing all revenue and expenses during the year.
C. Tenant shall prepare a rolling three-year capital plan detailing necessary repairs and maintenance, as well as suggestions for facility upgrades.
D. Tenant shall provide a list of Board members and contact information whenever there is a change to membership, or once annually, whichever comes first.
E. A report of membership and ongoing fundraising activities.
F. Provide proof of active corporate status.
G. Proof of insurance as required in Section 17 of this Lease.

SECTION 9: UTILITIES. Tenant shall pay for its electrical, heating, and air-conditioning requirements at the Leased Premises during the term of this Lease. Tenant shall be responsible for its own telephone and security service. City shall furnish all water for lavatory and other purposes without charge. City shall supply to Tenant its reasonable waste disposal requirements by providing a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage, and refuse without charge.

SECTION 10: ALTERATIONS AND IMPROVEMENTS. Tenant agrees not to make any alterations or improvements to the Leased Premises without first receiving City's written

approval thereof. As a designated building on Fresno's Local Register of Historic Resources (HP#002), all work to the Meux Home, other than minor repairs and housekeeping, must meet with the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (FMC 12-1617 (h)(1). Prior to the development of formal plans the tenant shall consult with the City's Historic Preservation Project Manager and, as appropriate, with the Historic Preservation Commission. Benefits of historic status include use of the more flexible California Historical Building Code, exemption from Title 24 and the Cool Roof Standard as well as exemptions from property development standards.

Except as may be otherwise authorized in writing, any such permanent structural alterations or improvements shall be and remain the property of the City, subject to Tenant's use therefor during the term of this Lease. Upon expiration of the term of this Lease, or any renewal thereof, or upon the earlier termination thereof, all furnishings and artifacts placed upon the Leased Premises by Tenant shall, at the option of Tenant, become the property of Tenant except as otherwise provided by this Lease.

SECTION 11: REPAIRS AND MAINTENANCE. Tenant agrees that it shall, at its own cost and expense, keep the Leased Premises and each and every part thereof, in good condition and repair during the term of this Lease, including all plumbing and heating equipment, and make all cosmetic and structural repairs to the Leased Premises as the necessity thereof exists, except as otherwise provided in this Section. City agrees to perform and/or provide the following, subject to available funding and at the City's sole discretion:

a. to furnish adequate irrigation water for the upkeep and maintenance of any trees, shrubs and grass within the leased area;
b. to mow and edge all lawns within the leased area;
c. to trim and fertilize the trees and shrubs located within the leased area and to replace any trees thereon;
d. to make interior and exterior structural repairs which are necessary for the health, welfare and safety of the public as determined by the City;
e. to maintain handicap lift in good operating condition;
f. to maintain exterior lighting; and

g. to make all major repairs to furnace and air-conditioner.

Tenant agrees to holdback a minimum of 5.0% of gross annual revenue specifically for facility maintenance, repair, or restoration projects. The planned allocation amount for each year must be itemized in the annual budget and actual expenditure amounts shown in the annual financial statements. Revenue is defined as including but not limited to: member dues, tours, events, gift shop sales, facility rentals, and donations. Tenant may allocate a higher percentage of gross revenue to maintenance, repairs, or restoration projects, but shall not allocate less than 5.0% without City approval each and every year of this lease.

Tenant may elect to use their funds to pay or partially pay for repair or maintenance items that the City cannot complete due to lack of funding. Tenant shall, at all times, cooperate with City to keep the Leased Premises in a neat, clean and orderly condition, and shall prevent the accumulation of and shall maintain the Leased Premises free from any refuse or waste materials which might constitute a fire hazard or public or private nuisance. Tenant shall also make all non-structural repairs occasioned by the fault of Tenant or its agents. Tenant agrees to provide for all necessary maintenance inside the house museum and shall also furnish necessary janitorial care therein.

City may, subject to available funding, and in City's sole discretion, reimburse Tenant for actual costs associated with repairs or maintenance to the Leased Premises. In the event the City elects to reimburse the Tenant for any costs associated with repairs or maintenance to the Leased Premises, the City shall comply with all local laws and policies including, but not limited to, laws related to the procurement and contracting for services. Such reimbursement may be required by the City to be set out in a separate agreement.

SECTION 12: GIFTS TO CITY. During the duration of this Lease, persons may elect to give certain items to the City or Tenant for display in the Meux Home. If any such item is given to the City, Tenant shall permit and cooperate in the display of such items. City shall exercise reasonable and good faith judgment in accepting only those items that are consistent with the theme of the Meux Home and for which there is adequate space. City shall consult with Tenant prior to acceptance of any such items.

SECTION 13: SURRENDER. At the expiration of the life of this Lease or any prior termination thereof, Tenant agrees to quietly and peacefully surrender possession of said Leased Premises to the City in a neat and clean condition. City will not be responsible for any equipment and/or supplies left on the Leased Premises.

SECTION 14: DEFAULT. If any default is made in the performance of or compliance with any other term or condition hereof, this Lease, at the option of City, shall terminate and be forfeited. City shall give ten (10) days written notice of any default or breach. If, within ten (10) days of receipt of such notice, the default or breach has not been remedied to the City's satisfaction or Tenant has failed to take action reasonably likely to effect such correction within a reasonable time, then this Lease shall be terminated and forfeited.

SECTION 15: ABANDONMENT. If at any time during the term of this Lease, Tenant abandons the Leased Premises or any part thereof, City may, at its option, enter the Leased Premises by any means without being liable for any prosecution therefore and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at its discretion, relet the Leased Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting. If City's right of re-entry is exercised following abandonment of the Leased Premises by Tenant, then City may consider any personal property belonging to Tenant and left on the Leased Premises to also have been abandoned, in which case City may dispose of all such personal property in any manner City shall deem proper and is hereby relieved of all liability for doing so.

SECTION 16: DESTRUCTION OF LEASED PREMISES. If, during the term of this Lease, the Meux Home or a substantial portion thereof, shall be destroyed by fire or the elements or any other cause, then this Lease shall terminate at the option of either party and become null and void from the date of notice of termination. In the event the exercise of this option by either party, Tenant shall immediately surrender the premises to City and this Lease shall thereupon terminate.

SECTION 17: INDEMNIFICATION AND INSURANCE. To the furthest extent allowed by law, Tenant shall indemnify, hold harmless and defend City, and each of their officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Tenant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Tenant's: (i) occupancy, maintenance and/or use of the Leased Premises; and/or (ii) performance of, or failure to perform, this Lease. Tenant's obligations under the preceding sentence shall apply to any negligence of City, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City.

Tenant's occupancy, maintenance and use of the Leased Premises shall be at Tenant's sole risk and expense. Tenant accepts all risk relating to Tenant's: (i) occupancy, maintenance and/or use of the Leased Premises; and (ii) the performance of, or failure to perform, this Lease. City shall not be liable to Tenant for, and Tenant hereby waives and releases City from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Leased Premises in any way related to the Tenant's operations and activities. Tenant shall immediately notify City of any occurrence on the Lease Premises resulting in injury or death to any person or damage to property of any person.

The provisions of this Section shall survive termination or expiration of this Lease.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Lease, Tenant shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk

Manager or his/her designee at any time and in his/her sole discretion. The City of Fresno and each of its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "City") requires policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Lease. No action taken by City pursuant to this section shall in any way relieve Tenant of its responsibilities under this Lease. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Tenant shall not be deemed to release or diminish the liability of Tenant, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Tenant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tenant, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Lease) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE TENANT

Tenant, or any party the Tenant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City and each of its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY** :

   (i) $1,000,000 per occurrence for bodily injury and property damage;
   (ii) $1,000,000 per occurrence for personal and advertising injury;
   (iii) $2,000,000 aggregate for products and completed operations; and,
   (iv) $2,000,000 general aggregate applying separately

2. **COMMERCIAL AUTOMOBILE LIABILITY :**

   $1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than:

   (i) $1,000,000 each accident for bodily injury;

(ii) $1,000,000 disease each employee; and,
(iii) $1,000,000 disease policy limit.

4. **LIQUOR LIABILITY INSURANCE** for alcoholic beverages that are to be sold, served or furnished, Liquor Liability coverage is required with limits of liability of not less than:

(i) $1,000,000 per occurrence;
(ii) $2,000,000 aggregate for bodily injury and property damage;

UMBRELLA OR EXCESS INSURANCE

In the event Tenant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City of Fresno and each of its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Tenant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Tenant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either:

(i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or

(ii) Tenant shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to City, except ten (10) days for nonpayment of premium. Tenant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Tenant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Tenant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Commercial General, Liquor Liability and Automobile Liability policies of insurance shall be endorsed to name The City of Fresno and each of its officers, officials, employees, agents and volunteers as additional insureds.

Tenant shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

The Commercial General, Liquor Liability and Automobile Liability policies of insurance shall be endorsed so Tenant's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to The City of Fresno and each of its officers, officials, employees, agents and volunteers. If Tenant maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by Tenant.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to The City of Fresno and each of its officers, officials, employees, agents and volunteers.

PROVIDING OF DOCUMENTS - Tenant shall furnish City with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee prior to City's execution of the Lease and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Tenant shall immediately furnish City with a complete copy of any insurance policy required under this Lease, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Lease. All subcontractors working under the direction of Tenant shall also be required to provide all documents noted herein.

MAINTENANCE OF COVERAGE - If at any time during the life of the Lease or any extension, Tenant or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Lease shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Lease. No action taken by City hereunder shall in any way relieve Tenant of its responsibilities under this Lease. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Tenant shall not be deemed to release or diminish the liability of Tenant, including, without limitation, liability under the indemnity provisions of this

Lease. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Tenant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tenant, its principals, officers, agents, employees, persons under the supervision of Tenant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If Tenant should subcontract all or any portion of the services to be performed under this Lease, Tenant shall require, at the discretion of the City, their subcontractor to enter into a separate Side Agreement in order to provide indemnification and insurance protection to City. Tenant shall verify that all subcontractors maintain insurance meeting all the requirements stated herein and Tenant shall ensure that City and each of their officers, officials, agents, employees and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with Tenant and City prior to the commencement of any work by the subcontractor.

SECTION 18: OBSERVATION OF GOVERNMENTAL REGULATIONS. Tenant agrees, during the life of this Lease, to comply with and conform to all rules, regulations and ordinances of the City of Fresno and County of Fresno and all laws of the State of California and the United States, and all orders of any governmental agency which shall be applicable to Tenant's use of the facilities or to the Tenant's use of the said Leased Premises or the business thereon being conducted by Tenant. Nothing in this Lease shall be construed as a limitation on the City's police power.

Tenant acknowledges that Tenant, not the City, is responsible for determining applicability of and complying with all local, state and federal laws. The City makes no express or implied representation as to the applicability or inapplicability of any such laws to this Lease or the parties' respective rights or obligations hereunder. Tenant further acknowledges that the City shall not be liable or responsible in law or equity for any failure by Tenant to comply with any such laws,

regardless of whether the City knew, could have known or should have known of the need for such compliance or whether the City failed to notify Tenant of the need for such compliance.

SECTION 19: POSSESSORY INTEREST. Tenant shall pay all taxes of every description which during the term of this Lease may be levied upon or assessed against the Leased Premises, any interest therein and other property thereon belonging to City or Tenant, or possessory interest pertaining thereto. Tenant acknowledges that any possessory property interest arising by entering into this Lease may be subject to property taxation and that Tenant shall pay any and all property taxes levied on such interest. Tenant agrees to protect and hold harmless City and the Leased Premises and all interest therein and improvements thereof from any and all such taxes and assessments, including any interest, penalties and other expenses which may be thereby imposed, and from any lien therefore or sale or other proceeding to enforce payment thereof. The preceding sentence shall survive expiration or termination of this Lease.

SECTION 20: CONDITIONS PRECEDENT. Prior to the City's execution of this Lease, Tenant shall provide to City current proof of its good corporate standing with the California Secretary of State, and proof of its current tax-exempt status.

SECTION 21: INSPECTION BY THE City. The City or any of its authorized officers and employees shall, at all reasonable times, have the right to enter upon the Leased Premises, either in person or by nominee, for the purpose of inspecting said Leased Premises to ascertain that the Leased Premises and the covenants of this Lease are being kept, observed and performed.

SECTION 22: RIGHT TO ASSIGN AND SUBLET. Tenant shall not make any assignment or sub-lease in whole or in part of this Lease without first receiving the written consent and approval of the City. Consent to one or more assignment or sub-lease shall not constitute a waiver of the City's rights under this section for further or other assignments or sub-leases.

SECTION 23: SUCCESSORS AND ASSIGNS BOUND. This Lease shall extend to and bind the heirs, executors, administrators, and assigns of the respective parties hereto.

SECTION 24: MISCELLANEOUS.

A. This Lease shall be construed and enforced in accordance with the laws of the State of California and venue shall be in Fresno County.
B. The City represents that it has the right to lease the Leased Premises described herein, together with all, rights, licenses, services and privileges herein granted and has power and authority to enter into this Lease by virtue of and under its Charter and all applicable laws. The Tenant represents and warrants that it is a duly authorized and existing California not for profit corporation, in good standing; that it shall remain in good standing, and its authority to enter this Lease and its signatory is authorized to execute.
C. No waiver by the City or the Tenant of any breach of any provision of this Lease shall be deemed for any purpose to be a waiver of any breach of any other provision hereof or of a continuing or subsequent breach of the same provision.
D. In the event any covenant, condition or provision herein contained is held to be invalid by final judgment of any Court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions herein contained.
E. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Lease, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
F. Upon execution of this Lease, all other existing leases between City and Tenant for the Leased Premises shall terminate.
G. All notices required herein shall be in writing and shall be given by registered or certified mail, postage prepaid, and addressed to the City or Tenant at their respective addresses as provided on the signature page of this Lease.
H. It is the intention of the parties hereto to act reasonably in fulfilling their respective obligations and exercising their authority under this Lease.

I. In pursuit of this Lease the parties shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party.

J. This Lease includes any exhibits and attachments referenced and incorporated in it. This Lease contains the entire agreement between the parties relating to the transaction contemplated by this Lease and supersedes all prior or contemporaneous agreements, understanding, representation and statements, whether oral or written.

K. This Lease may be modified only by a written amendment signed by the parties' respective authorized agent.

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SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands the day first above written.

City OF FRESNO,
a municipal corporation

Kristina Chamberlin

By: ~~Manuel A. Mollinedo,~~
~~Director~~ Kristina Chamberlin
Assistant Director
Parks, After-School Recreation,
and Community Services
Department
Dickey Youth Development Center
1515 E. Divisadero St.
Fresno, CA 93721-3622

ATTEST:

Yvonne Spence, CMC
City Clerk

Marco Martinez

By: Marco Martinez 2/10/17
Deputy

APPROVED AS TO FORM:
Douglas T. Sloan
City Attorney

2/10/17

By: Deputy Date

MEUX HOME CORPORATION, a
California Non-Profit Corporation

By: Quintin F. Hoskins

Title: President, Meux Home
Corporation Board of Directors

By:

Title: TREASURER

If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary

ADDRESS OF Tenant