

LEASE AGREEMENT BETWEEN THE CITY OF SAN LEANDRO AND ST.
LEANDER PARISH FOR THE USE OF THE EXTERIOR WEST FACING
WALL ON THE GYMNASIUM BUILDING FOR THE INSTALLATION OF
ARTWORK

This Lease Agreement for use of a discrete portion of real property is made this 6th day of August, 2014 by the City of San Leandro ("Tenant"), a charter city formed under the laws of the State of California and St. Leander Parish ("Landlord"), a territorial division of the Roman Catholic Diocese of Oakland, together referred to as "Parties," for the use of the western facing exterior wall of the real property adjacent to San Leandro Boulevard, commonly known as the Saint Leander's Gymnasium building, and located at 575 West Estudillo Avenue (the "Wall") for the following defined term: **10 years, commencing August 6, 2014, with an automatic extension for an additional 10 years, for a total of 20 years.**

Total Rent: The total rent for the Term, and the extension defined above is \$10,000. The rent shall be paid on the first day of the Term as follows: One check for five thousand dollars (\$5,000) made payable to "St. Leander Parish" and sent to 474 West Estudillo Avenue, San Leandro, CA 94577 and one check for \$5,000 on the first day of the first and only automatic extension, made payable to St. Leander Parish.

Premises: Landlord agrees to lease to Tenant the Wall as more particularly described, and depicted in the attached Exhibit A, which is incorporated herein and made a part hereof. Tenant shall use the property only for lawful purposes.

Tenant Agrees: To use the Wall as indicated above. The parties shall mutually agree on the proposed artwork. Said Wall shall be kept clean, graffiti-free, and free of hazards. At its own expense, Tenant shall repair any damage to the exterior of the Wall caused by Tenant and its activities related to the use of the Wall. Tenant shall not be required to repair or replace the wall should it be damaged by any act of Landlord, or force majeure event, including but not limited to earthquake, fire, accident caused by a third party's collision with the Wall, or flood.

Liability: Tenant hereby releases, indemnifies and holds harmless the Landlord, including its officials, officers, directors, and employees from and against any and all claims or liability for bodily injury (including death), damage to property, personal injury, demands, losses, damages, costs and expenses (including any attorney's fees) of any kind, and lawsuits arising from, or alleged to arise from, Tenant's rental and use of the Wall, which is the subject of this Agreement.

Furthermore, Tenant shall procure and present to the Landlord through a certificate of insurance naming St. Leander Parish, its officials, officers, directors, and employees as additional insureds, comprehensive or commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and


property damage. Such coverage shall be primary coverage responding to any and all property and personal injury losses related to Tenant's use of the Wall. Tenant shall provide to Landlord a certificate of insurance evidencing the procurement of the insurance required herein, executed by an individual duly authorized to bind such coverage. Such insurance shall be with a company authorized by the California Department of Insurance. Such insurance shall provide for 10 days notice of any cancellation or other change in coverage.

Breach: Tenant's breach of any term or provision shall cause an automatic termination of this Agreement. Landlord shall retain all rent monies paid as damages for Tenant's breach, without affecting any rights Landlord may have to recover for other damages incurred because of Tenant's breach.

Changes: Any and all changes to this Agreement must be made in writing and signed by the Parties.

This Agreement is in effect when signed by the authorized signatories of both Parties.

Date:
Chris Zapata, City Manager
City of San Leandro



Date: 8/7/14
Father Paul Vassar, Pastor
St. Leander Parish

Approved as to Form

Richard D. Pio Roda, City Attorney
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