

**LEASE AGREEMENT FOR USE OF A PORTION OF THE LOWER LEVEL OF THE HERMOSA BEACH
COMMUNITY CENTER'S SOUTH WING BETWEEN THE CITY OF HERMOSA BEACH AND THE
HERMOSA BEACH MUSEUM**

This Lease Agreement (hereinafter called "Agreement") for use of a portion of the lower level of the Hermosa Beach Community Center's South Wing described as office space, storage space and museum space (hereinafter called "Site") is made the 1st day of February 2025, by and between the City of Hermosa Beach, a municipal corporation (hereinafter called "CITY") and Hermosa Beach Museum, a California nonprofit public benefit corporation (hereinafter called "HBM").

RECITALS

- A.** CITY is the owner of a recreational/civic service facility generally referred to as the Hermosa Beach Community Center.
- B.** The Community Center is subject to certain agreements and deed restrictions entered into on the 28th day of February 1978, between the City and the Hermosa Beach City School District and is further subject to certain provisions imposed by the Department of Housing and Urban Development as set forth in a document entitled Agreement for Sale and Purchase of Real Property and dated the 28th day of February 1978. These documents are on file in the office of the City Clerk of the City and are public documents and by reference are incorporated into this leasing agreement and are referred to herein as the HUD and SCHOOL DISTRICT AGREEMENTS.
- C.** HBM has requested and CITY is willing to make the site, totaling 3,942 square feet, depicted in Exhibit A, available to HBM pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and contained herein, the parties agree as follows:

I. TERM and PAYMENT.

- a. The Term of this Agreement shall be for a period of one year commencing on the 1st day of February 2025 and ending on the 31st day of January 2026.
- b. HBM agrees to pay CITY applicable fees for its use of the Site, described as: office space, storage space and museum space. Fees are \$1 per year, payable annually on the first day of February.
- c. Either the CITY or HBM may terminate this Agreement at any time upon giving thirty (30) days written notice to the other party as outlined in Section XIV(b).

II. HBM RESPONSIBILITIES.

- a. HBM agrees to use the premises only for the following purpose or purposes: storing, cataloging, and/or displaying historical artifacts and related museum events and for no other purpose without the express written consent of the City. HBM also agrees the premises shall not be used in violation of the Department of Housing and Urban Development (HUD) or School District Agreements as those agreements are interpreted by the City.
- b. HBM shall, when necessary, obtain appropriate permits for the use of the facilities, including but not limited to Amplified Sound Permits and ABC Licenses. Amplified sound (Public Address system for announcements, etc.) is limited to the hours of 10:00 AM to 9:00 PM for up to a total of four hours in any day. Events must comply with the City Noise Ordinance HBMC 8.24. Requests for alcohol at the Community Center will be considered. If the sale or distribution of alcohol is approved by the City, HBM must secure the appropriate license from the State of California Department of Alcohol Beverage Control (ABC). A copy of the license must be provided to the Community Resources Department prior to the event. City departments may place restrictions on the way in which alcohol is managed at HBM on a case-by-case basis, including the requirement of security officers and/or assigning City staff to monitor the cost of such services shall be borne by HBM.

III. CITY RESPONSIBILITIES.

- a. CITY shall provide HBM a designated liaison from the Community Resources Department to serve as the assigned contact. All decisions of a CITY designee shall be final with respect to any issues that involve compliance with this Agreement as well as any issues that directly and/or adversely impact the community. Said CITY designee shall consult with the designated representative of HBM and it shall be the goal of both parties to reach mutual agreement on matters related to this agreement.

IV. CARE and MAINTENANCE OF PREMISES.

- a. HBM understands that the site is being rented in as-is condition. HBM shall be responsible for repairs caused by HBM's use and wear and tear.
- b. HBM agrees to keep and maintain the premises in good condition and repair and to return to CITY the premises upon termination of this lease in the same condition as when HBM took possession of the premises excepting any repairs or alterations which were approved by CITY, reasonable wear and tear excepted, and does promise to pay CITY upon demand the reasonable sums to repair the premises in the event of a violation of this provision.

- c. HBM may request maintenance from the CITY, to be approved or denied based on scope and necessity. Requests shall be made through the CITY website or Go Hermosa app. City designated liaison should also be informed once the requests are submitted.
- d. If emergency maintenance is deemed necessary, it is the responsibility of HBM to submit a service request to the designated liaison from the Community Resources Department. If the emergency is after hours, the request can be submitted to the after-hours Community Resources staff.
- e. HBM will immediately report all vandalism to the CITY designated liaison upon discovery.
- f. There are exposed sewer and water lines in the ceiling. These lines carry liquids that could damage material stored in the room if the lines are disturbed or ruptured. In addition, a pipe that may be wrapped with an asbestos material crosses the ceiling area and is not to be disturbed in any manner. HBM shall not, in any way, disturb, work or alter any of the piping that crosses the ceiling.
- g. HBM shall be responsible for janitorial services and arrange for daily refuse removal. Refuse must be placed in the CITY's general waste bins located near the south entrance to the Community Center's Gymnasium.
- h. No signs or awning shall be erected or maintained upon or attached to the outside of the premises/building or placed in any windows.
- i. HBM shall not mark, drill or deface any walls, ceilings, floors, wood or iron work without CITY's written consent.
- j. HBM is prohibited from making any alterations or performing any construction whatsoever on the premises without the expressed written approval of CITY. Any such approval shall include provisions to protect CITY from potential liens of labor and material persons.
- k. HBM agrees to allow CITY access to the MUSEUM to inspect and maintain the condition of the building as the CITY deems necessary. CITY agrees to make reasonable efforts to contact the HBM designated emergency contact prior to access to premises during off hours. HBM agrees to provide door and alarm code access and instructions.
- l. HBM shall provide emergency contact information for a party responsible for HBM should the CITY require immediate correspondence. Contact may occur at any time.
- m. CITY has no duty or obligation to reconstruct the premises in the event of destruction or partial destruction of the premises. CITY at its option may

reconstruct or repair the premises, where upon this lease shall remain in full force and effect. In the event CITY at its sole discretion determines not to reconstruct or repair the premises then either party at its option may cause this lease to be terminated and neither party shall have any liability to each other.

V. USE OF ADDITIONAL SPACE (INDOOR AND OUTDOOR)

- a. HBM may request from the CITY the use of additional spaces, both indoor and outdoor at the Hermosa Beach Community Center for fundraising and museum related events. Such requests must be received by the CITY at least 90 days in advance of the requested event date.
- b. Requests for use of additional space(s) shall be reviewed by the CITY and considered in accordance with the other reserved uses of the Community Center. Requests may be denied should they impact the scheduled use of the Community Center.
- c. If a request is approved, HBM shall pay CITY direct and indirect costs associated with the use of the additional space(s), such as CITY staff time to oversee the use of the space(s), and permit fees.

VI. RESTROOM ACCESS

- a. HBM may have access to the Community Center's private exterior western single stall restroom on the first floor of the North Wing for use by staff and docents only. The CITY will provide HBM with one key to the restroom. HBM staff and docents also have access to the public interior restrooms on the first main floor.
- b. HBM may request the exterior doors leading to the first floor of the Community Center's North Wing be open during fundraising and museum related events to allow event attendees easier access to the public interior restrooms. Such requests must be received by the CITY at least 14 days in advance of the event date.

VII. ASSIGNMENT and SUBLETTING.

- a. HBM may not sublease all or any portion of the premises without the written consent of CITY, which consent may be granted or denied at the exclusive and total discretion of the CITY.

VIII. TAXES and CHARGES.

- a. HBM agrees to pay when due any and all taxes, assessments or charges levied by any governmental agency on or to the lease-hold premises.

IX. DEFAULT.

- a. Should HBM fail to pay any monies due pursuant to this lease within three days after written notice from CITY or to perform any other obligation required pursuant to the terms of this lease within thirty days after notice from CITY, CITY may immediately cause this lease to be terminated and thereafter take any action and pursue all remedies available under the laws then existent in the State of California.

X. RULES, REGULATIONS and ORDINANCES.

- a. HBM agrees to comply strictly with all applicable laws and any uniform Community Center rules and regulations adopted by the City Council.

XI. INSURANCE.

- a. HBM shall obtain and maintain at all times during the term of this agreement Comprehensive General and Automobile Liability insurance protecting HBM in amounts not less than \$2,000,000 for personal injury to any one person, \$2,000,000 for injuries arising out of any one occurrence, and \$2,000,000 for property damage or a combined single limit of \$2,000,000. Such insurance shall name City of Hermosa Beach and their officers, employees, elected officials and members of Boards or Commissions as additional insured parties. Coverage shall be in accordance with the sample certificates and endorsements attached hereto and must include the coverage and provisions indicated.
- b. HBM shall obtain and maintain at all times during the term of this agreement Worker's Compensation and Employers Liability insurance and furnish CITY (or Agency) with a certificate showing proof of such coverage. Such insurance shall not be canceled or materially changed without a thirty (30) day prior written notice to: City Manager, City of Hermosa Beach.

XII. INDEMNITY and ASSUMPTION OF RISK.

- a. HBM shall hold harmless, defend and indemnify the CITY, its officers, employees and volunteers from and against any and all liability, loss, damage expense, and costs (including without limitation costs and fees of litigation), of every nature arising out of or in connection with HBM hereunder or its failure to comply with any of its obligations contained in this Agreement except such loss or damage which was caused by the sole negligence or willful misconduct of the CITY. The CITY shall indemnify HBM from and against all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of

every nature arising out of or in connection with the sole negligence or willful misconduct of the CITY.

- b. By signing this agreement, HBM acknowledges the contagious nature of communicable or infectious diseases and voluntarily assumes the risk that participants and their families, administrators, officials, and contractors ("program participants") may be exposed to or infected by communicable and infectious diseases by using the Site, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. HBM understands that the risk of becoming exposed to or infected by communicable and infectious diseases at the Site may result from the actions, omissions, or negligence of program participants and others, including, but not limited to, City of Hermosa Beach employees, officials and agents.
- c. HBM assumes all risks of damages and injury to program participants and others arising out of or attributable to its use of the Site during the COVID-19 pandemic. HBM hereby releases and discharges the City of Hermosa Beach and its officers, employees and agents, from any and all claims for losses, injuries, damages or liabilities, including personal injury and injury to personal property arising out of or attributable to its use of the Site during the COVID-19 pandemic, and HBM expressly releases the City of Hermosa Beach and its officers, employees and agents from and against any and all claims or liability arising from their negligence. HBM voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any injury to program participants including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that may be experienced or incurred in connection with use of the facilities described in Exhibit A. HBM hereby releases, covenants not to sue, discharges, and holds harmless the City of Hermosa Beach, its employees, officers, and agents, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. HBM understands and agrees that this release includes any claims based on the actions, omissions, or negligence of the City of Hermosa Beach, its employees, officers and agents, whether a COVID-19 infection occurs before, during, or after use of the Site.

XIII. INDEPENDENT CONTRACTOR.

- a. CITY and HBM shall each be and act as independent contractors and under no circumstances shall this agreement be construed as one of agency or partnership between CITY and HBM. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way other than as authorized by this Agreement. Nothing in this Agreement shall be construed to create a joint venture between the parties hereto or to obligate either party for debts or obligations incurred by the other party in the performance of this Agreement.

XIV. COMPLIANCE WITH THE LAW.

- a. Should it be determined that this Agreement or any provision hereof violates any federal, state, or local law or regulation, then the parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed cancelled by mutual agreement of the parties and neither party shall have any further obligations or liabilities with respect to this Agreement.

XV. RESERVATION OF RIGHTS BY CITY.

- a. CITY reserves the right in its sole discretion at any time or times to close and suspend the use of the Site subject to this Agreement for any duration in order to protect public health and safety. Any such closure will not constitute a breach or a default of this Agreement. CITY shall have no liability whatever to HBM for the effect of such suspension and closure of the Site, nor shall CITY have any responsibility to provide HBM with substitute location(s). HBM's rights under this Agreement are subject and subordinate to CITY's police and emergency powers in addition to CITY's rights to manage its municipal facilities and its contractual rights as described in this Agreement.
- b. Notwithstanding any other provision of this lease both parties reserve the right to terminate the Agreement at any time and without cause upon giving thirty (30) days written notice to the other party
- c. Subject to prior provisions, this lease is binding upon the heirs, assigns and successors of interest of the parties.

XVI. ENTIRE AGREEMENT.

- a. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both parties.

XVII. ATTORNEYS FEES.

- a. The parties agree that in the event any action is instituted concerning any of the provisions of this lease agreement, the prevailing party may in the discretion of the court be granted as an additional item of damages its attorneys fees.

XVIII. NOTICE.

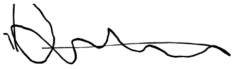
- a. Any notice required to be made or given pursuant to the provisions of this lease may be either personally served upon the party or deposited in the United States mail, postage prepaid.

CITY OF HERMOSA BEACH
CITY HALL
1315 VALLEY DRIVE
HERMOSA BEACH, CA. 90254
Attn: Community Resources Manager

THE HERMOSA BEACH MUSEUM
710 PIER AVENUE
HERMOSA BEACH, CA. 90254
Attn: Museum President

Any notices so given pursuant to the provisions of this paragraph will be deemed served twenty-four hours after the deposit thereof in the United States mail.

CITY OF HERMOSA BEACH



Mayor, Dean Francois



City Manager, Suja Lowenthal

Reanna Guzman for Myra Maravilla

ATTEST
City Clerk, Myra Maravilla

Patrick Donegan

APPROVED AS TO FORM
City Attorney, Patrick Donegan

THE HERMOSA BEACH MUSEUM

Greg McNally

Greg McNally

Exhibit A: Site

Community Center's South Wing Lower Level including office space, storage space and museum space.

