



## **Lease Agreement 2021-2024**

This lease Agreement, hereinafter referred to as "Agreement", is made and entered into by and between the **MORGAN HILL UNIFIED SCHOOL DISTRICT** ("Landlord") and **Live Oak Emerald Regime** ("Tenant").

### **RECITALS**

1. Landlord owns and operates:  
Britton Middle School  
80 West Central Avenue  
Morgan Hill, CA 95037
2. Tenant is in the business of organizing a Bingo fundraiser for the benefit of Live Oak High School band program.
3. Tenant desires to use the Auditorium at Britton Middle School. The Auditorium within this contract will now be referred to as the "Facility".

Now, therefore, as full and complete consideration of the covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

### **AGREEMENT**

**A. USE OF PREMISES:** Landlord hereby grants permission to Tenant to occupy the Facility to operate a Bingo fundraiser. Equipment necessary for Tenant's operations shall be installed, constructed, operated and maintained by Tenant at Tenant's sole cost and expense, following Tenant's obtaining all appropriate permits to install, construct and commence operations of Tenant from any public agency having jurisdiction over the issuance of permits related to Tenant's operations. When not being used, Tenant shall store all equipment not permanently affixed to Facility in a District specified storage area on campus or an off-site location of Tenant's choice. Tenants are obligated to obtain and maintain all Municipal, State and Federal permits necessary to use the Auditorium for a Bingo fundraiser. Tenant shall comply with all COVID safety guidelines set by the County and State.

**B. TERM:** The Term ("Term") of this Agreement shall be for three years beginning July 1, 2021 and terminating on June 30, 2024, unless sooner terminated as provided herein. Either party may give 60 day written notice to terminate this Agreement.

**C. RENT:** Tenant agrees to pay Landlord, as rent for the Facility, the sum of \$1.00 per year.

**D. ACCESS:** Landlord shall grant access to and from the Facility when school is not in session. Landlord shall provide Tenant a key to the Facility to be used only for the activity listed in this Agreement. If Tenant does not properly secure the Facility, Tenant will be charged for any costs Landlord incurs (staff overtime, security company time or Morgan Hill Police Department) including any damages resulting from leaving the Facility unsecured.

**E. UTILITIES:** Tenant agrees to pay Landlord based on the fee schedule below to cover all electrical, gas, water and sewer charges. The annual cost will be increased by 2% annually.

	July 1, 2021 - June 30, 2022	July 1, 2022 - June 30, 2023	July 1, 2023 - June 30, 2024
	Hours Based on 52 weeks	Hours Based on 52 weeks	Hours Based on 52 weeks
Saturday 3:30pm-11:00pm=7.5 hours	390	390	390
Sunday 11:00am-6:00pm=7 hours	364	364	364
Wednesdays (Summer Only) 3:00pm-9:00pm=6 hours	42	60	60
Holidays (New Years, 4th of July, Labor Day 8:00am-6:00pm)=10 hours (Memorial Day 3:00pm-6:00pm)=3 hours	New Years: 2.5 Memorial Day: 3 4th of July: 3 Labor Day: 10 Additional hours not included in Sat. and Sun. schedule above	New Years: 3 Memorial Day: 3 4th of July: 10 Labor Day: 10 Additional hours not included in Sat. and Sun. schedule above	New Years: 10 Memorial Day: 3 4th of July: 10 Labor Day: 10 Additional hours not included in Sat. and Sun. schedule above
<b>Estimated Bingo Total Annual Hours of Use</b>	<b>814.50</b>	<b>840</b>	<b>847</b>
Auditorium Square Footage	7,910	7,910	7,910
Square Footage Rate (increase 2%/year)	=\$115,980/96364 =\$1.20 x 7,910	\$1.22	\$1.24
<b>Total Annual Cost for Gas/Electric</b>	<b>\$9,492.00</b>	<b>\$9,650.20</b>	<b>\$9,808.40</b>
Water/Sewer Prorated Daily Rate	=\$77,760/96364 = \$0.81 x 7,910	\$0.83	\$0.85

<b>Total Annual Water/Sewer Charge</b>	<b>\$6,328.00</b>	<b>\$6,565.30</b>	<b>\$6,723.50</b>
<b>Annual Utility Cost</b>	<b>\$15,820.00</b>	<b>\$16,215.50</b>	<b>\$16,531.90</b>

The annual amount will be billed quarterly. Tenant will be charged separately for any supplementary dates based on the rates above.

Tenant is responsible for dumping all trash into the dumpsters after use of the facility. Tenant is responsible for ordering and paying for their own refuse service directly with a refuse company. Tenant shall provide and store all garbage within a minimum two-yard lockable dumpster, which shall be locked with Landlord provided lock and stored in a location determined by the Landlord. Recycled wastes (if any) shall be stored likewise within a locked dumpster paid for by the Tenant. All other utilities are included based on the monthly rental.

**F. REPAIRS AND MAINTENANCE:** Tenant shall maintain the Facility in good condition and repair at all times. Tenant shall timely report any issues to the Landlord. Tenant shall be responsible for costs to repair (except for normal wear and tear) of the Facility or furniture/equipment damages as a result of Tenant's use.

**G. CUSTODIAL AND GROUNDS:** The Tenant shall be responsible to provide their own custodial services to maintain the Facility including restrooms and snack bar after each use in accordance to district standards. Tenant may purchase cleaning and toiletry supplies from Landlord. Cost will be based on Landlord's warehouse prices.

**H. NOTICE:** Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be sent to the addresses listed below. Notice shall be deemed to have been given upon mailing of said notice.

**Landlord**

Morgan Hill Unified School District  
15600 Concord Circle  
Morgan Hill, CA 95037

**Tenant**

Live Oak Emerald Regime Bingo  
P.O. Box 273  
Morgan Hill, CA 95037

**I. LIABILITY AND INDEMNITY:** Tenant shall indemnify and hold harmless Landlord, and its agents, employees, officers, elected officials against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Tenant's and its agents', employees', partners', shareholders', officers', directors', invitees', and independent contractors' use of the Facility or by reason of this Agreement. If any action or proceeding is brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

**J. SURRENDER:** Tenant agrees that on the last day of the Term, Tenant shall surrender and vacate the Facility in good condition and repair (damage by Acts of God, fire, and normal wear and tear

excepted). All property of Tenant not so removed in thirty (30) days, unless such non-removal is consented to by Landlord in writing, shall be deemed abandoned by Tenant, provided that in such event Tenant shall remain liable to Landlord for all reasonable costs incurred in storing and disposing of such abandoned property of Tenant. The obligations herein shall survive termination of this Agreement

**K. TERMINATION:** Landlord shall have the right to terminate this Agreement upon the occurrence of any of the following events:

- a. The breach by Tenant of any duty or obligation contained herein and the failure or refusal by Tenant to timely perform any duty or obligation of Tenant under this Agreement should Tenant fail to remedy such nonperformance within thirty (30) days following written notice from Landlord to Tenant;
- b. The refusal or revocation by any agency, board, court or other governmental authority to issue any permit or license necessary for Tenant to operate on the Facility;
- c. The Landlord requires the use of the Facility for its educational purposes.

Should Landlord terminate pursuant to this provision, Tenant's termination shall be effective immediately upon notice to Tenant and shall be subject to the surrender provisions set out above, as if it were the last day of the Term.

**L. LIABILITY INSURANCE:** During the term of this Agreement, Tenant shall, at Tenant's expense, obtain and keep in force a policy of comprehensive public liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000) for injury or death of any one person, Two Million Dollars (\$2,000,000) for injury or death of two or more persons, and Two Million Dollars (\$2,000,000) for any property damage, issued by companies approved by Landlord. The limit of said insurance shall not limit the liability of the Tenant hereunder. Tenant may carry such insurance under a blanket policy provided such insurance adds Landlord as an additional insured. Tenant shall deliver to Landlord certificates evidencing the existence and amounts of such insurance. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Landlord.

**M. ASSIGNMENT BY TENANT:** Tenant shall not voluntarily or by operation of law assign all or any part of Tenant's interest in the Agreement or in the Facility, without Landlord's prior written consent.

**N. ATTORNEY'S FEES:** In the event any legal action or proceeding, including arbitration and declaratory relief, is commenced for the purpose of enforcing any rights or remedies pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, as well as costs of suit, in said action or proceeding, whether or not such action is prosecuted to judgment.

**O. COMPLIANCE WITH LAW:** Tenant agrees to conform to all laws and regulations, municipal, state and federal, and any and all requirements orders, and permits or any municipal, state, or

federal board or authority, present or future, in any way relating to the condition, use or occupancy of the premises throughout the entire term of this agreement,

**P. HEALTHY SCHOOL ACT OF 2002:** Landlord certifies that it and the Facility are in compliance with California's Healthy School Act of 2000 (AB2000) as they relate to the use of pesticides. Landlord shall provide the adequate notices to Tenant as required. Landlord will indemnify and hold harmless the Tenant from all damages, penalties, and consequences imposed upon if for any failure of the Tenant to comply with such provisions.

**Q. MISCELLANEOUS:** This Agreement and any attached exhibits and addenda, as signed by the parties hereto, constitute the entire agreement between Landlord and Tenant. This Agreement shall not be amended or changed except by written instrument signed by the parties hereto.

**Landlord**

Morgan Hill Unified School District

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By: Kirsten Perez

Title: Deputy Superintendent and Chief  
Financial Officer

Date:

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**Tenant**

Live Oak Emerald Regime Bingo

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By:

Title:

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Date:

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Emergency Contact:

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Phone:

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