

## 1. MONTH-TO-MONTH LEASE

THIS MONTH-TO-MONTH LEASE (the “Lease”) is dated as of \_\_\_\_\_, and is entered into by and between the City of San Luis Obispo, a charter city (Landlord), and Restorative Partners (Tenant).

### RECITALS

A. Landlord is the record fee owner of that certain real property located at 1166 Higuera Street and identified as San Luis Obispo County Tax Assessor’s Parcel Number 002-436-022 described more particularly on Exhibit “A” (Property).

B. Tenant desires to use an approximate 396 square foot storage room located on the Property roughly depicted on Exhibit “B” (Leased Premises) for storage purposes as described in Section 2 below but not for storing any hazardous substances, and has asked that Landlord lease the Leased Premises on a month-to-month basis for that purpose.

C. Landlord and Tenant desire to execute and enter into this Lease for the purpose of setting forth their complete agreement with respect to Tenant’s entry upon and use of the Leased Premises.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby covenant and agree as follows:

1. Term. This Lease shall commence on \_\_\_\_\_, 2024 and shall continue on a month-to-month basis, such that either party may terminate this Lease upon thirty (30) days’ prior written notice to the other in its sole and absolute discretion (“termination”), but Landlord may immediately terminate this Lease by written notice if Tenant breaches this Lease at any time and does not cure the breach within ten (10) days after written notice from Landlord (“earlier termination”).

2. Use. Tenant may use the Leased Premises to advance non-profit mission during the term of this Lease only for the storage of Tenant’s personal property (Permitted Use) and associated parking as described in Section 4, and for no other use or purpose. Tenant shall not and for no other use or purpose. Tenant shall not store property claimed by any third party or in which any other party has any right, title or interest. Tenant shall not store any hazardous substances, perishable goods, flammable materials, explosives, or illegal substances. Tenant shall not use the Leased Premises for residential, retail, or commercial uses at any time.

3. Keys. Tenant will be given one (1) key to the Leased Premises, which will be returned by Tenant at termination or earlier termination of the Lease.

4. Parking. Tenant shall have the right to two parking permits for daily use of the parking lot.

5. Acknowledgement of Tenant Regarding City's Acquisition of Property. Tenant acknowledges that the previous owner of the Property, 1166 Higuera Street, LLC (Seller) listed the Property for sale on the open market. The Landlord purchased the Property from Seller. Tenant hereby acknowledges that the lease between Seller and Tenant terminated when Seller sold the Property to the City. Tenant has agreed to enter into this Lease with the City of San Luis Obispo, the new Landlord. Tenant agrees and acknowledges that its right to occupancy of the Leased Premises under the terms of this Lease commenced after the City's acquisition of the Property. As such, Tenant acknowledges and agrees that Tenant is a post-acquisition tenant under Government Code Section 7260(c)(3)(B). As such, Tenant will not be entitled to any relocation assistance or benefits under the California Relocation Law (Government Code 7260, et seq.) on the termination or earlier termination of the Lease and vacation of the Leased Premises by Tenant.

6. As-Is Condition of Leased Premises. Tenant accepts the Leased Premises in the current "AS IS" condition, without representation or warranty, express or implied, and subject to all matters of record (it being understood that Tenant may obtain a title report at Tenant's cost).

7. Access of Leased Premises by Landlord. Landlord shall have the right to enter the Leased Premises to verify compliance with terms of this Lease. Landlord will provide reasonable notice to Tenant of its intention to enter the Leased Premises.

8. Payment, Late Payment Damages. Concurrently with its execution and delivery of this Lease to Landlord, Tenant shall pay to Landlord \$1.00 and shall thereafter pay to Landlord \$1.00 per month, in advance, on or before the first business day of each calendar month, without demand, offset or deduction.

9. Utilities. None. However, if applicable, Tenant shall pay for any utilities provided to the Leased Premises that are necessary for the Permitted Uses described herein.

10. Trash and Janitorial Services. None. However, if applicable, Tenant shall be responsible for providing and paying for trash removal and any janitorial services to the Leased Premises.

11. Repairs and Maintenance. Tenant, at Tenant's sole expense, shall maintain, repair and replace the Leased Premises, and every part thereof, in good order, condition and repair in a neat and sanitary condition, free from waste or debris, all according to reasonable standards adopted from time to time by Landlord and returned to its original condition upon lease termination.

12. No Improvements or Hazardous Substances. Tenant shall not construct any improvements on the Leased Premises or any portion of the Property or bring onto or use any hazardous substances on the Leased Premises or any portion of the Property.

13. No Nuisance. Tenant agrees not to commit and not to permit to be committed any waste or nuisance on the Leased Premises or any portion of the Property. Tenant shall not create or permit the interference with the comfort, safety, or enjoyment of the Property by Landlord, and any occupants, guests or invitees on the Property.

14. Removal of Personal Property. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of its personal property from the Leased Premises and restore the Leased Premises to its condition as of the date hereof. If any personal property is left in the Leased Premises, then it may be disposed of or retained by Landlord, without liability to Tenant, and TENANT HEREBY WAIVES ANY AND ALL LAWS AND STATUTES TO THE CONTRARY.

15. Damage; Indemnity. Tenant expressly agrees that: (i) all activities by or on behalf of Tenant, including, without limitation, the entry by Tenant or Tenant's officers, members, employees, agents, customers, guests or contractors (collectively, "Tenant's Designees") on the Leased Premises, shall not damage the Leased Premises or any portion of the Property in any manner whatsoever, (ii) in the event the Leased Premises or any portion of the Property is damaged, altered or disturbed in any manner, Tenant shall return the Leased Premises and such portion of the Property to the condition existing prior to the terms, and (iii) Tenant, to the fullest extent allowed by law, shall indemnify, defend and hold harmless Landlord, its city council members, officers, officials, employees and agents from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever, including, without limitation, attorneys' fees and expenses and court costs suffered, incurred or sustained by Landlord as a result of, by reason of, or in connection with any act by Tenant or Tenant's Designees (including, without limitation mechanics liens) and the use and possession of the Leased Premises. The obligations of Tenant contained herein shall survive the expiration or earlier termination of this Lease.

16. Insurance. Tenant is solely responsible for insuring the Leased Premises and obtaining any applicable insurance for Tenant's personal property stored in the Leased Premises. Landlord shall not be liable to Tenant under any circumstances for damages or loss to Tenant's property, injury to persons or property, or consequential damages resulting from Tenant's use or lease of the Leased Premises. Without limiting Tenant's indemnification of Landlord, Tenant shall obtain, provide, and maintain at its own expense during the term of this Lease, policies of insurance of the types and amounts described in Exhibit "C" (Insurance) and in a form that is satisfactory to City.

17. Recording. In no event shall this Lease or any memorandum hereof be recorded.

18. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be delivered by certified mail, return receipt requested, or reputable overnight delivery service, and shall be deemed given: (i) if sent by certified mail, then as of the date of delivery or inability to deliver/refusal to accept shown on the return receipt; or (ii) if delivered by messenger for next business day delivery, then on the next business day unless otherwise shown by the records of the delivery service, in which case those records shall govern.

If to Landlord, to:

City of San Luis Obispo Parking  
1260 Chorro Street, Suite B  
San Luis Obispo, California 93401

If to Tenant, to:

Restorative Partners  
1144 Higuera Street  
San Luis Obispo, California 93401

21. Assignment and Subletting. This Lease may not be assigned by Tenant, in whole or in part, nor may Tenant sublet any portion of the Leased Premises.

22. Governing Law. This Lease shall be construed, enforced and interpreted in accordance with the laws of the State of California.

23. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Lease may be delivered by emails of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party.

24. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

25. Prior Agreements. This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof.

26. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

27. POSSESSORY INTEREST TAX. TENANT RECOGNIZES AND UNDERSTANDS THAT THIS LEASE MAY CREATE A POSSESSORY INTEREST THAT IS SUBJECT TO TAXES LEVIED UPON SUCH INTEREST. TENANT IS RESPONSIBLE FOR OBTAINING ALL RELEVANT INFORMATION REGARDING THE POSSESSORY INTEREST TAX AND PAYMENT OF ALL SUCH TAXES.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first written above.

**TENANT:**

**LANDLORD:**

RESTORATIVE PARTNERS

CITY OF SAN LUIS OBISPO

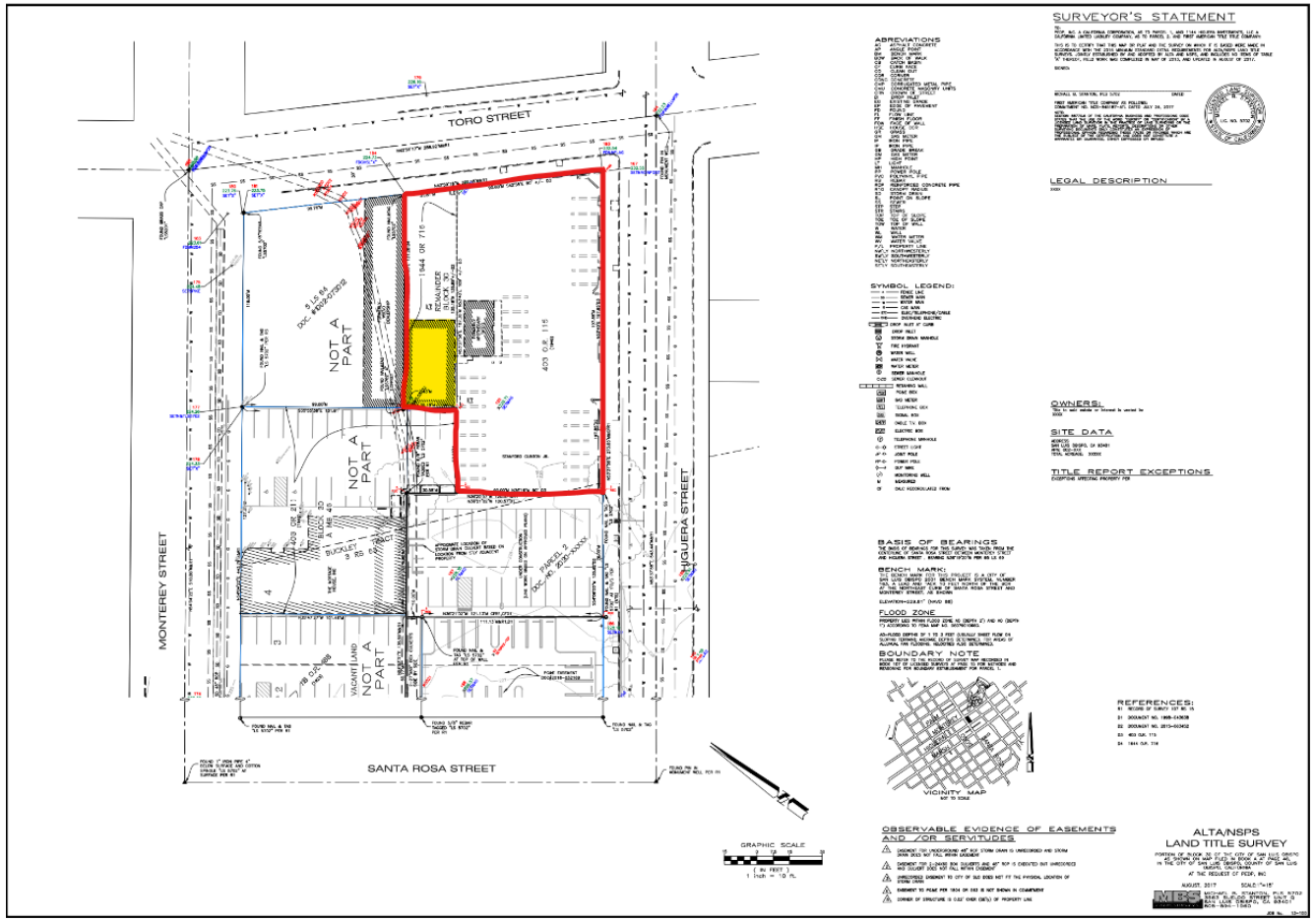
DocuSigned by:  
By: Sister Theresa Harpin 12/20/2023 | 11:18 AM PST  
Print Name: Sister Theresa Harpin  
Title: Executive Director

By: \_\_\_\_\_  
Derek Johnson, City Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT "A"

## DESCRIPTION OF PROPERTY



**EXHIBIT "B"**  
**DEPICTION OF LEASED PREMISES**



## EXHIBIT "C"

### INSURANCE REQUIREMENTS

**General liability insurance.** Tenants shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Umbrella or excess liability insurance.** [If required to meet higher limits]. Tenant may obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

**Excess insurance.** Should Tenant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

**Notice of cancellation.** Tenant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Tenant's insurers are unwilling to provide such notice, then Tenant shall have the responsibility of notifying the City immediately in the event of Tenant's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

**Additional insured status.** General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. Prohibition of undisclosed coverage limitations. None of the coverages required herein shall comply with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.



**City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Tenant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Tenant, the City and Tenant may renegotiate Tenant's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

**Timely notice of claims.** Tenant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Tenant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Tenant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**Verification of Coverage.** Tenant shall furnish the City with a certificate of insurance showing maintenance of the required insurance coverage, as well as endorsements effecting general liability coverage. All endorsements are to be received and approved by the City prior to occupation of the property.