

LEASE AGREEMENT

1. PARTIES:

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of July, 2021 by and between Corning Healthcare District (hereinafter referred to as "Landlord") and Northern Valley Catholic Social Services (hereinafter referred to as "Tenant"). The parties acknowledge that nothing contained in the Lease or otherwise is to be construed so as to create or indicate that there exists any type of relationship, except that of Landlord and Tenant.

2. TERM:

The terms of this lease shall be for one (1) year commencing on the 1st of July, 2021 and ending on the 30th of June, 2022. Prior to the expiration of this Lease, if Tenant wishes to extend the Lease for an additional term, then Tenant shall provide advance written notice to Landlord sixty (60) days prior to the expiration of this Lease.

3. RENT:

Tenant agrees to pay to Landlord as basic rent, for the use and occupancy of the Leased Space, the sum of One Thousand One Hundred and Thirty Dollars (\$1130.00) per month payable on the first day of each and every month commencing on July 1, 2021 and continuing through the term of this lease. Tenant shall pay rent at the office of the Landlord at P.O. Box 996, Corning, CA. 96021 or any other place or places that Landlord may designate by written notice given to Tenant.

4. PREMISES AND COMMON AREAS:

- 1 **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from landlord, on the terms and conditions hereinafter set forth, that certain space outlined on the plat map attached and marked Exhibit "A" of the Building located at 175 Solano Street, situated in the City of Corning, State of California, (hereinafter called the "Premises"). Tenant is accepting the Leased Space in an "as is" condition.
- 2 **Common Areas.** The term "Common Areas" means the portions of the Building that have been designated for common use by or for the benefit of more than one tenant. Common Areas include, without limitation, main entry lobby, interior corridors, restrooms, parking facilities and the driveways and landscaped areas.

5. USE OF PREMISES:

- 1 **Permitted Use.** The Leased Space shall be used for counseling and health-related educational services and related office uses and for no other use or uses without the prior express written consent of Landlord.
- 2 **Prohibited Uses.** Tenant shall not commit or permit the commission of any act nor use or permit the use of the Leased Space in any way that
 - a. Increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy insuring the Building or its contents;
 - b. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Space or the Building;
 - c. Obstructs or interferes with the rights of other tenants or occupants of the Building or injures or annoys them; or
 - d. Constitutes the commission of waste on the Leased Space or the commission or maintenance of a nuisance as defined by the laws of California.

1. UTILITIES AND SERVICES:

Landlord shall provide the following utilities and services to the Leased Space and Building:

- 1 Water and electricity for the Leased Space and Building.
- 2 Heating and air-conditioning for the Leased Space and Building.
- 3 Janitorial services for Common Areas.
- 4 Pest control/extermination services for the Leased Space and Building.
- 5 Trash removal service for non-hazardous materials in and about the Common Areas and Building.

2. REPAIRS AND MAINTENANCE:

Landlord shall keep all portions of the Building in good repair and condition and shall make all repairs as needed.

- 1 During the term of this Lease, Tenant shall maintain the Leased Space in a good, clean, and safe condition, and shall on expiration or earlier termination of this Lease surrender the Leased Space to Landlord in as good condition and repair as existed on the date of this Lease, ordinary wear and tear excepted.
- 2 Tenant, at Tenant's own expense, shall repair all deteriorations or injuries to the Leased Space or to the Building occasioned by Tenant's lack of ordinary care.

3. ALTERATIONS:

Tenant shall make no alteration, addition, or improvement to the Leased Space without the advance express written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall submit to Landlord preliminary plans for the alteration, addition, or improvement. Landlord shall approve or disapprove the proposed alteration, addition, or improvement within thirty (30) days after its receipt of Tenant's written request for approval. Tenant shall obtain all necessary governmental permits required for any alteration, addition or improvement and shall comply with all applicable governmental law, regulations, ordinances, and codes. Any fixtures installed as part of the construction, shall at Landlord's option become the property of Landlord on the expiration or other earlier termination of this Lease.

SIGNS/ADVERTISING:

Tenant shall have the right to place on or in the Premises such signs, as it deems necessary and proper in the conduct of its business. Such signs will comply with all federal, state, and city laws, codes, ordinances, rules, and regulations applicable to the property. Landlord agrees to allow placement of one (1) signs on the exterior wall of the Building.

4. LOCKS; SECURITY:

Tenant is hereby granted the right to change the locks on the doors to the Premises, provided it supplies Landlord with a copy of the keys thereto. Upon the advance express written consent of Landlord, Tenant shall also have the right to install additional security measures to the Premises.

5. INSURANCE:

- 1 **Tenant's Liability Insurance.** Tenant shall during the term of this Lease, maintain public liability insurance in the sum of at least five hundred thousand dollars (\$500,000.00) for injury to or death of one person, and one million dollars (\$1,000,000.00) for injury to or death of more than one person in any one accident, insuring the Tenant against liability for injury and/or death occurring in the Building, Leased Space, or the Common Areas. Landlord shall be named as an additional insured and the policy shall contain cross-liability endorsements. The Tenant shall maintain all such insurance in full force and effect

during the entire term of this Lease and shall pay all premiums for the insurance. Evidence of insurance and of the payment of premiums shall be delivered to Landlord.

- 2 **Insurance for Tenant's Personal Property.** Tenant agrees at all times during the term of this Lease to keep, at Tenant's sole expense, all of Tenant's personal property, including trade fixtures and equipment of Tenant that may be on or in the Leased Space, Building, and Common Areas insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Tenant to fully replace the personal property, trade fixtures, and equipment.

6. INSPECTION BY LANDLORD:

Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Leased Space upon reasonable notice for the purpose of inspecting the Leased Space to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Lease Space under this Lease.

7. ASSIGNMENT AND SUBLETTING:

Tenant shall not encumber, assign, sublet, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Leased Space without obtaining the advance express written consent of Landlord.

8. INDEMNIFICATION:

- 1 Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Leased Space or any part of the Leased Space by or from any cause whatsoever, except injury or damage to Tenant resulting from the acts or omissions of Landlord or Landlord's authorized agents.
- 2 Tenant shall hold Landlord harmless from and defend Landlord against any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Space or any part of it, and occurring in, on, or about any Common Areas of the Building when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Tenant, its agents, servants, employees, or invitees.

9. CASUALTY AND CONDEMNATION:

- 1 **CASUALTY.** In the event any portion of the Premises are damaged or destroyed or the Building is destroyed or extensively damaged by fire or other casualty, Landlord shall inform Tenant, within thirty (30) days of the date of such destruction or damage, of Landlord's intent to rebuild. If Landlord decides not to rebuild, at Tenant's election the Lease shall immediately cease without further obligation on the part of Tenant and Tenant shall vacate the Premises within thirty (30) days of Tenant's election to terminate. If Landlord decides to rebuild, the Building and the Premises must be restored to their original condition within sixty (60) days of the date of destruction or damage and, if the damage has rendered the Premises untenable, in whole or in part, there shall be abatement of the Rent to the extent of the portion of the Premises rendered untenable until the damage has been repaired. If Landlord is unable to restore the Building and the Premises within sixty (60) days, Tenant may, at Tenant's option, cancel this Lease without further obligation on the part of Tenant, and Tenant shall vacate the Premises within thirty (30) days of its election to terminate. Upon Tenant's vacation of the Premises, this Lease

shall become null and void and neither party hereto shall have any further rights or liabilities hereunder, except those that expressly survive termination.

- 2 **CONDEMNATION.** If all or any part of the Leased Space is taken by any public or quasi-public agency or entity under the power of eminent domain during the term of this Lease, either Landlord or Tenant may terminate this Lease by giving the other thirty (30) days written notice of termination; provided, however, that Tenant cannot terminate this Lease unless the portion of the Leased Space taken by eminent domain is so extensive as to render the remainder of the Leased Space useless for the uses permitted by this Lease. If only a portion of the Leased Space is taken by eminent domain and neither Landlord nor Tenant terminates this Lease, the rent thereafter payable under this Lease shall be reduced by the same percentage that the floor area of the portion taken by eminent domain bears to the floor area of the entire Leased Space. If any portion of the Building other than the Leased Space is taken by eminent domain, Landlord may, at its option, terminate this Lease by written notice to Tenant. Any and all damages and compensation awarded or paid because of a taking of the Leased Space or the Building shall belong to Landlord, and Tenant shall have no claim against Landlord or the entity exercising eminent domain power for the value of the unexpired term of this Lease or any other right arising from this Lease.

10. **ACTS CONSTITUTING BREACH BY TENANT:**

The following shall constitute a default under and a breach of this Lease by Tenant:

- .1 The nonpayment of rent when due, when the nonpayment continues for ten (10) days after written notice to pay rent or surrender possession of the Leased Space has been given by Landlord to Tenant;
- .2 Failure to perform any provision, covenant, or condition of this Lease other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Landlord to Tenant;
- .3 The breach of this Lease and abandonment of the Lease Space without payment of rent before expiration of the term of this Lease;
- .4 A receiver is appointed to take possession of all or substantially all of Tenant's property located at the Leased Space or of Tenant's interest in this Lease, when possession is not restored to Tenant within thirty (30) days;
- .5 Tenant makes a general assignment for the benefit of creditors;
- .6 The execution, attachment, or other judicial seizure of substantially all of Tenant's assets located at the Leased Space or of Tenant's interest in the Lease, when the seizure is not discharged within fifteen (15) days; or
- .7 The filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days).

The notices provided for in subsection (15.1) and (15.2) of this Paragraph 15 are not intended to replace, but rather are in addition to any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure 1161, et. seq.

2 **ATTORNEYS' FEES/GOVERNING LAW:**

- .1 **Attorneys' Fees.** If any litigation is commenced between the parties to this Lease concerning the Lease Space, this Lease, or the rights and duties of either in relation to the Leased Space or the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

.2 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located, without regard to conflicts of law principles.

1. BINDING ON HEIRS AND SUCCESSORS:

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Landlord to any assignment of this Lease or any interest therein by Tenant except as provided in Paragraph 13 of this Lease.

2. NOTICES:

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Landlord at P.O. Box 996, Corning, California 96021 or to Tenant at 220 Sycamore Street, Suite 101, Red Bluff, CA 96080.

3. AMERICANS WITH DISABILITIES ACT COMPLIANCE

Landlord is responsible for seeing that the Premises and the common areas are in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 and its implementing regulations, as amended or supplemented from time to time (together the "ADA"), and all similar applicable state and local laws, rules and regulations. Tenant warrants that it will not do anything in or about the Premises which would violate the ADA, and all similar applicable state and local laws, rules and regulations. Landlord will hold Tenant harmless and indemnify Tenant for all claims, demands, judgments, costs, expenses (including reasonable attorneys' fees) and losses arising out of or related to Landlord's failure to comply with the ADA and all similar applicable state and local laws, rules and regulations.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

LANDLORD:

CORNING HEALTHCARE DISTRICT

By: _____
Name: Yvonne Boles
Title: President

TENANT:

NORTHERN VALLEY CATHOLIC SOCIAL SERVICES
A California Non-profit Corporation

By: _____
Name: Cathy Wyatt
Title: Executive Director