*Transcribed from copy into digital form- original on file with SLO County*

RENTAL AGREEMENT BETWEEN PEOPLE HELPING PEOPLE (PHP) AND THE SOUTH BAY COMMUNITY CENTER (SBCC)

1. RENTAL: During the term of this Sublease the Sub-lessee shall pay rent in the amount of Two Hundred Dollars (5200.00) per month to Sub-lessor. Monthly rent shall cover the i use of the existing PHP office located within the SBCC, three already designated cabinets underneath the serving window of the kitchen, PHP's portion of the new storage addition when completed, and use of the SBCC the second Thursday of each month from 3:00 PM to 9:00 PM for potlucks or fundraisers. Additionally, PHP will be allowed use of the conference room on the second Wednesday of each month from 10:30AM until Noon for PHP Board meetings. All utilities {gas, water, electric and future sewer charges) shall be paid by Sub-lessor. Sub-lessor shall provide Wi-Fi access to Sub-lessee. Additionally, for the duration of this Sublease, the Sub-lessee will continue to pay, to Sub-lessor, a weekly fee of Ten Dollars (510.00) for use of the stage half of the SBCC for the sole purpose of facilitating PHP's weekly food distribution program, currently conducted every Wednesday morning from approximately 8:00 AM to L1-:00 AM.
2. ADDITIONAL USE OF SBCC BY SUB-LESSEE: Sub-lessee shall be allowed to use the stage half of the SBCC once a year, at no cost to Sub-lessee, in order to hold its annual rummage sale fundraiser. The rummage sale shall be held on a mutually agreed upon, previously not booked, Friday and Saturday, ln consideration for this use of the SBCC by the Sub-lessee, Sub-lessee will annually donate one-third of the net proceeds from the sale to the Sub-lessor (SBCC).
3. INSURANCE: Sub-lessee shall obtain and maintain insurance for the entire term of the Sublease and Sub-lessee shall have no access to the storage addition until after it has obtained insurance complying with the provisions of this paragraph, delivered a certified copy of each insurance policy to the County, and Sub-lessor, and obtained County approval of all such policies. Said policies shall be issued by companies authorized to do business in the State of California, or otherwise approved by the County Risk Manager. Sub-lessee shall maintain said insurance in force at all times. The following coverage with the following features shall be provided.
4. Comprehensive Liabilitv lnsurance: Sub-lessee shall maintain in full-force and effect for the period covered by this Sublease, comprehensive liability insurance. This insurance shall include, but shall not be limited to, comprehensive general and automobile liability insurance providing protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Sub-lessee's operations in the performance of this Sublease, including, without limitation, act involving vehicles. The policy shall provide not less than single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage in the amount of Two Million Dollars {52,000,000). The following endorsements must be attached to the policy:

{1} lf the insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(2) The policy must cover personal injury as well as bodily injury.

(3) Blanket contractual liability must be afforded and the policy must contain a cross liability

or severability of interest endorsement.

1. Workers' Compensation lnsurance: ln accordance with the provisions of sections 3700 of the

California Labor Code, et seq., if Sub-lessee has any employees, Sub-lessee is required to be insured against liability for workers' compensation or to undertake self-insurance for the entire term of this sublease.

1. Additional lnsureds to be Covered: The professional liability and comprehensive liability

policies shall name the "County of San Luis Obispo, its officers and employees" and Sub-lessor (SBCC) as additional insureds. The policy shall provide that the Sub-lessee's insurance will operate as primary insurance and that no other insurance maintained by the County or additional insureds will be called upon to contribute to a loss hereunder.

1. Certification of Coverage: At Sublease Commencement, Sub-lessee shall furnish County with the following for each insurance policy required to be maintained by, this Sublease:

{1.) A copy of the Certificate of lnsurance shall be provided. The certificate of insurance

must include a certification that the policy will not be canceled or reduced in coverage

or changed in any other material aspect without thirty {30} days prior written notice to

the County.

(2) A copy of the Sub-lessee's Workers' Compensation policy need not be provided, but a

copy of proof of coverage does need to be provided. (3) Upon further written request,

the Sub-lessee shall provide a copy of the entire insurance policy and not just the 'face

sheet" or proof of coverage.

(3) Approval of lnsurance by County shall not relieve or decrease the extent to which the

Sub-lessee may be held responsible for payment of damages resulting from Sub-lessee's

services or operations pursuant to this Sublease. Further, the County's act of acceptance

of an insurance policy does not waive or relieve Sub-lessee's obligations to provide the

insurance coverage required by the specific written provisions of this Sublease.

(4) Effect of Failure or Refusal: lf Sub-lessee fails or refuses to procure or maintain the

insurance required by this Sublease, or fails or refuses to furnish County with the

certifications required by subparagraph above, either the County or Sub-lessor, shall

have the right, at its option, to forthwith terminate the Sublease for cause' Sub-lessee

shall not do, bring, or keep anything in or about the SBCC that will cause a cancellation of

any insurance covering the SBCC, as set forth above' Sub-lessee shall indemnify, defend,

and hold Sub-lessor harmless for any claims arising during any gap in Sub-lessee’s

insurance coverage.

1. INDEMNIFICATION: Sub-lessee shall defend, indemnify, and hold harmless the County, its officers and employees from any and all claims and demands, costs, expenses, judgments, attorney fees or liabilities that may be asserted by any person or entity that arise out of or in connection with the acts or omissions relating to the performance of any obligation or duty provided for or relating {directly or indirectly) to this Sublease, the tenancy created under this Lease, the construction of the addition as identified in Section l above, and f or the Premises hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or will full misconduct of the County, its officers and employees. The preceding paragraph applies to any theory of recovery relating to said act or omission by the Lessee, or its agents, employees or other independent contractors directly responsible to sub-lessee, including, but not limited to, the following:

A. Violation of statute, ordinance, or regulation'

B. Professional malpractice.

C. Willful, intentional or other wrongful acts, or failures to act'

D. Negligence or recklessness.

E. Furnishing of defective or dangerous products.

F. Premises liability.

G. Strict liability.

H. lnverse Condemnation.

I. Violation of civil rights.

J. Violation of any federal or state statute, regulation, or ruling resulting in a determination by

the lnternal Revenue Service, California Franchise Tax Board or any other California public

entity responsible for collecting sales or payroll taxes, when the Permittee is not an

independent contractor. It is the intent of the parties to provide the County the fullest

indemnification, defense, and hold harmless rights allowed under the law. lf any

word(s) contained herein are deemed by a court to be in contravention of applicable law,

said word{s) shall be severed from this contract and the remaining language shall be given

fullforce and effect.

1. PROVIDING OF SERVTCES: lt is distinctly and particularly understood and agreed between the

parties hereto that County is in no way associated or otherwise connected with the actual performance of this Sublease on the part of Sub-lessee nor as to the employment of labor or the incurring of other expenses; that Sub-lessee is an independent contractor in the performance of each and every part of this Sublease and solely and personally liable for any and all damages which may be occasioned on account of the operation of this Sublease, whether the same be for personal injury or damages of any other kind. Sub-lessee does, because of Sub-lessee's status as an independent contractor, hereby agree to forebear from making any claims against the County pursuant to any Federal or State laws providing for employee's liability compensation for personal injury or unemployment compensation.

1. LAWS: sub-lessee shall, at its sole cost and expense, comply with all the requirements of all local, municipal, County, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the premises all local, municipal and County ordinances and State and Federal statutes, rules, and regulations now in force or which may be hereafter in force' The judgment of any court of competent jurisdiction or the admission of Sub-lessee in any action or proceeding against Sub-lessee, whether County be a party thereto or not, that Sub-lessee has violated any such ordinance, statute, rules or regulations in the use of the premises shall be conclusive of the fact as between County and Sub-lessee and may be grounds for termination of this Sublease by County. This Sublease has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Sublease shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Sublease. Enforceability and interpretation of any of the clauses of this Sublease shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Sublease.
2. SMOKING ORDINANCE: sub-lessee shall comply with any county smoking ordinance' including

that which may apply to County-owned land, and may request written approval of a designated smoking area by the County Public Health Director if permitted by law.

1. ASSIGNMENT AND DEFAULT: Sub-lessee shall not assign this sublease, nor sublet the "whole or any part of the areas designated for use within the Premises by the sub-lessee' Any attempt to do so shall be void, shall confer no rights on any third party, and shall be good cause for cancellation of this Sublease by SBCC or County at its option. This Sublease shall not be assignable by operation of the law.
2. SURRENDER: Sub-lessee hereby acknowledges that should Sub-lessee disband, or upon expiration of the term of this Sub-lease through default or otherwise, Sub-lessee shall remove Sub-lessee's personal property and shall leave Premises in good condition. Thereafter, the County and Sub-lessor shall be under no obligation to continue operating the programs currently administered by the Sub-lessee.
3. INSPECTION OF PREMISES: County and sub-lessor reserves the right at any reasonable time to inspect, investigate and survey the Sub-lessee's designated areas within the Premises as deemed necessary by the County or Sub-lessor.
4. NON-DISCRIMTNATION: Sub-lessee shall not discriminate against any person or class of persons by reason of race, color, sex, national origin, or other protected class under federal and/or state law in the use of the Premises.
5. SAFETY: Sub-lessee, when using the Premises for any reason, shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on the premises. Sub-lessee shall operate its programs in a manner that protects the health, safety, and welfare of the general public.
6. HOLDING OVER: ln the event that sub-lessee shall hold over after expiration of the sublease term or any extension or renewal thereof, with the consent, express or implied, of Sub-lessor, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is terminated in a manner prescribed by law.
7. 20. WAIVER: Any waiver by Sub-lessor of any failure by Sub-lessee to comply with any term or condition hereof shall not be construed to be a waiver by Sub-lessor of any similar or other failure by Sub-lessee to comply with any term or condition hereof.
8. BREACH: Notwithstanding any Other provisions contained herein, county or sub-lessor may cancel and terminate this Sublease if Sub-lessee shall fail, neglect or refuse to perform and obey any term or condition set forth in this Sublease, after County or Sub-lessor has given to Sub-lessee written notice of thirty (30) days to do so , unless such failure, neglect or refusal.by nature cannot be remedied within thirty (30) days of said notice and Sub-lessee has within thirty {30} days of the notice commenced and does thereafter continue diligent efforts to remedy such failure, neglect or refusal.
9. SEVERABILITV: lf any term, covenant, Condition or provisions of this sublease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired of invalidated thereby. This Sublease sets forth all of the agreements and understandings of the parties and is not subject to modification except in writing. Additionally, this sublease supersedes any and all previous agreements executed by the parties prior to the effective date of this Sublease, with one exception.
10. ENTIRE AGREEMENT AND MODIFICATIONS: This sublease supersedes all previous Subleases and constitutes the entire understanding of the parties hereto. Sub-lessee shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Sub-lessee specifically acknowledges that in entering into the executing of this Sublease, Sub-lessee relies solely upon the provisions contained in the sublease and no other subleases or oral discussions prior to entering this Sublease.

IN WITNESS OF WHEREOF, the parties hereto have executed this Sublease this \_\_\_\_\_\_\_\_\_day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

SUBLESSOR: South Bay Community Center, Inc. a California Public Benefit Corporation:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President Treasurer

SUB-LESSEE: People Helping People/South Bay Seniors, a non-profit 501(c) (3) charitable organization.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President Treasurer