

PROPERTY USE AGREEMENT

BY AND BETWEEN

THE CITY OF OCEANSIDE

AND

VISTA COMMUNITY CLINIC

FOR CITY OWNED REAL PROPERTY

LOCATED AT

**2855 CEDAR ROAD
OCEANSIDE, CA 92056**

DATED

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PROPERTY USE AGREEMENT

This Property Use Agreement ("Agreement") is executed between the **CITY OF OCEANSIDE**, a municipal corporation ("CITY") and **VISTA COMMUNITY CLINIC**, a California non-profit corporation ("PERMITTEE").

RECITALS

WHEREAS, CITY is the owner of the real property described herein below, more commonly known as "John Landes Community Center and Park";

WHEREAS, situated at the John Landes Community Center and Park is the John Landes Community Center Building;

WHEREAS, PERMITTEE is desirous of using a portion of the John Landes Community Center Building for the purposes of providing after school programming, youth development activities, and youth related services to the general public, including the residents of Oceanside;

WHEREAS, CITY hereby acknowledges said programs, services and or activities provided by PERMITTEE are valuable social programs and services to the residents of Oceanside; and

NOW THEREFORE, in consideration of the covenants, conditions, terms and provisions contained herein below, the parties hereto mutually agree as follows:

AGREEMENT

SECTION 1: USES

1.01 Premises. CITY hereby authorizes PERMITTEE, in accordance with the terms, covenants, conditions and provisions of this Agreement, the exclusive use of a portion of that certain building situated within John Landes Community Center and Park located at 2855 Cedar Road, City of Oceanside, County of San Diego, State of California, commonly known as the "John Landes Community Building" ("Building"), which portion of the Building, is more particularly depicted in **Exhibit "A"**, and identified as the "Teen Room", attached hereto and by this reference, made part of this Agreement and hereinafter referred to as the "PREMISES". In return for this permission, PERMITTEE hereby agrees to act in accordance with and abide by the terms, covenants, conditions and provisions of this Agreement.

1.02 Uses. It is expressly agreed that the PREMISES shall be used by PERMITTEE solely and exclusively for the purpose of providing after school programming, youth development activities, and youth related services to the general public, including the residents of Oceanside ("Programs"), and for such other related or incidental purposes as may be first approved in writing by CITY, and for no other purpose

whatsoever. CITY is not responsible for any items belonging to PERMITTEE and stored in the PREMISES, that are lost, stolen or damaged.

PERMITTEE covenants and agrees to use the PREMISES for the above specified Programs and to diligently pursue said purposes throughout the term hereof. In the event that PERMITTEE fails to continuously use the PREMISES for said Programs, or uses the PREMISES for purposes not expressly authorized herein, the PERMITTEE shall be deemed in default under this Agreement.

1.03 Common Areas and Parking Lot. It is expressly understood that PERMITTEE shall have the non-exclusive use of the Building common areas, including the parking lot adjacent to the Building, where PERMITTEE will share spaces with other occupants of the Building, both together as shown on **Exhibit "A"**. PERMITTEE acknowledges that PERMITTEE or its invitees, employees or any other party associated with PERMITTEE do not have any exclusive rights or priority to use the common areas or to park in the parking lot of Building. PERMITTEE'S use of the common areas and parking lot shall be on a "first come, first serve" basis.

1.04 Reservation of Rights. CITY shall not unreasonably or substantially interfere with PERMITTEE'S use of the PREMISES while PERMITTEE is in possession of the PREMISES; however, the CITY specifically retains the following rights:

- A. **Right to Enter.** CITY has the right to enter the PREMISES for the purpose of performing maintenance, inspections, repairs or improvements, or developing municipal resources and services.
- B. **Community Use of the Premises.** PERMITTEE acknowledges that the paramount use of the Building is for public services and civic activities. The CITY reserves the right to schedule and use the Building and PREMISES for community meetings and other CITY sponsored activities. CITY agrees to coordinate such use of the PREMISES with PERMITTEE so as not to conflict with PERMITTEE'S Programs.

SECTION 2: TERM

2.01 Commencement. The term of this Agreement shall be for a period of **four (4) years** commencing on the date the City Council approves this Agreement (the "Effective Date").

2.02 Extension of Term. The PERMITTEE may request an extension of the term of this Agreement for the PREMISES for **two (2) successive three (3) year** periods under the terms and conditions of this Agreement at the CITY's calculated fair market property payment rate for similar uses of CITY property, provided that the PERMITTEE is not in default or breach of any term, condition, or covenant of this Agreement. PERMITTEE shall provide CITY with written request to extend the term of the Agreement, and such notice is to be provided no later than **ninety (90) days** prior to the expiration date of the term of this Agreement.

The City Manager or City Manager's designee shall notify the PERMITTEE not later than **thirty (30) days** after receipt of such request whether such request will be recommended to the City Council for approval, at which time the City Manager shall provide PERMITTEE with the CITY's calculated fair market rent value and rental amount that the CITY is willing to accept for PERMITTEE'S use and occupation of the PREMISES during the extension term. In no event shall the rental rate be less than that required during the preceding annual term. City Manager's failure to provide the new rental amount within said time frame shall not defeat CITY's ability to make adjustments to the rental rate. Recommendation by the City Manager does not constitute CITY approval of the extension request. The City Manager in his/her capacity as the CITY's authorized representative, shall, in his/her sole discretion, have the authority to deny any such request. Any such denial shall be sent to PERMITTEE not later than **thirty (30) days** from receipt of the request for extension.

In no event shall the term of this Agreement be extended in excess of **six (6) years** beyond the expiration of the term of this Agreement without the mutual written agreement of the parties and the prior approval of the City Council.

The City Council, at its sole discretion, may approve or deny the extension of the term of this Agreement. In the event the City Council is unable to consider the renewal request in sufficient time as to provide PERMITTEE with **thirty (30) days** notice of termination in the case of denial, the Agreement shall be extended for a period not to exceed **thirty (30) days**, to allow for such **thirty (30) day** notice of termination.

2.03 Termination Provisions. Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement by giving the other party at least **thirty (30) days** prior written notice of such termination.

2.04 Holdover. Any holding over by PERMITTEE after expiration or termination shall not be considered as a renewal or extension of this Agreement. The occupancy of the Premises by PERMITTEE or by PERMITTEE'S property after the expiration or termination of this Agreement constitutes a month-to-month tenancy, and all other terms and conditions of this Agreement shall continue in full force and effect.

2.05 Surrender of Premises. At the expiration or earlier termination of this Agreement, PERMITTEE shall surrender the PREMISES to CITY free and clear of all liens and encumbrances created by PERMITTEE, except those liens and encumbrances which existed on the date of the execution of this Agreement by CITY. The PREMISES, when surrendered by PERMITTEE, shall be in a safe and sanitary condition and shall be in as good or better condition as the condition at commencement of this Agreement, absent normal wear and tear.

2.06 Business License. PERMITTEE agrees to obtain and maintain, at its sole cost and expense, a current Business License issued from the CITY of Oceanside during the full term of this Agreement, provided such a license is required for PERMITTEE'S operations under this Agreement.

2.07. Time is of Essence. Time is of the essence as to all of the terms, covenants, conditions and provisions of this Agreement.

SECTION 3: PROPERTY USE PAYMENT

3.01 Property Use Payment. CITY hereby agrees that the Programs provided by PERMITTEE at the PREMISES are valuable consideration received from PERMITTEE, that the provision of such Programs shall constitute all the property use payment ("Property Use Payment") to be paid by PERMITTEE for its use of the PREMISES in accordance with the terms, covenants, conditions and provisions of this Agreement, and that PERMITTEE shall not be required to pay any monetary payments to CITY for its use and occupation of the PREMISES.

3.02 Available Funding. Notwithstanding Section 3.01 above, CITY and PERMITTEE acknowledge that PERMITTEE may have the opportunity throughout the term of the Agreement to seek grants to provided operating funds for the PREMISES. PERMITTEE agrees to make reasonable efforts to apply for available grants which would specifically allow or not restrict PERMITTEE from utilizing a portion of the grant funds for operations ("Grants") at the PREMISES rather than relying solely on PERMITTEE'S Programs. Should said funds become available at any time during the Agreement term, CITY and PERMITTEE shall reasonably determine whether there are sufficient funds in the Grants for the imposition of a fair and reasonable monthly rental amount under this Agreement during the period of time that the funds are provided under the Grant. If applicable, said monthly rental amount will be paid to CITY in accordance with the terms set forth in Section 3.04 below.

3.03 Utilities. PERMITTEE agrees, if necessary for its operations, to order, obtain, and pay for cable and telephone services associated with its occupancy at the PREMISES, in addition to any service and installation charges in connection with PERMITTEE'S use, occupation and operation of the PREMISES related to such services. CITY shall be responsible for obtaining and paying for the electricity, gas, water and sewer services to the PREMISES for the benefit of PERMITTEE.

3.04 Time and Place of Payment. The PERMITTEE shall make all payments **monthly** in advance on or before the **first (1st) day** of each **new month**. Checks should be made payable to the City of Oceanside and delivered to the CITY at the address set forth in Section 6.07 of this Agreement. The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to PERMITTEE. PERMITTEE assumes all risk of loss and responsibility for late payment charges.

3.05 Delinquent Payment. If PERMITTEE fails to pay the payment when due, PERMITTEE shall pay in addition to the unpaid payments, **five percent (5%)** of the delinquent payment. If the payment is still unpaid at the end of **fifteen (15) days**, PERMITTEE shall pay an additional **five percent (5%)** [being a total of **ten percent (10%)**] which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from payment delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

3.06 Security Deposit. PERMITTEE shall not be initially required to pay a security deposit under this Agreement to CITY. In the event the CITY determines, in its discretion, that a reasonable security deposit is required in order to protect CITY's interest in this Agreement, PERMITTEE shall pay the amount determined by CITY, immediately upon demand.

3.07 Program Reports. In consideration for the Property Use Payment set forth in Section 3.01 above, PERMITTEE shall provide the CITY with a written annual financial and operations report regarding all phases of PERMITTEE'S use and indicating that the PREMISES were used and occupied by PERMITTEE. PERMITTEE shall submit said report to CITY within **sixty (60) days** of each February 1st, following commencement date of this Agreement.

SECTION 4: RECORDS

4.01 Inspection of Records. PERMITTEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times, so that CITY can determine PERMITTEE'S compliance with this Agreement. These records and accounts will be made available by PERMITTEE at the PREMISES and will be complete and accurate showing all income and receipts from the use of the PREMISES. PERMITTEE'S failure to keep and maintain such records and make such records available for inspection by CITY shall be deemed a default of this Agreement. PERMITTEE shall maintain all such records and accounts for a minimum period of **five (5) years**.

SECTION 5: INSURANCE RISKS/SECURITY

5.01 Indemnity. PERMITTEE shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the PERMITTEE or its employees, agents, or others in connection with its use and occupation of the PREMISES under this Agreement, except only for those claims arising from the sole negligence or sole willful misconduct of the CITY, its officers, agents, or employees. PERMITTEE'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, PERMITTEE at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

5.02 Insurance. PERMITTEE shall take out and maintain at all times during the term of this Agreement the following insurance at its sole expense:

- a. PERMITTEE shall maintain the following minimum limits:

General Liability

Combined Single Limit Per Occurrence	\$2,000,000
General Aggregate	\$4,000,000

Automobile Liability

Combined Single Limit \$1,000,000

Workers Compensation

California Workers Compensation Insurance Statutory Limits

Sexual Abuse & Molestation Liability Insurance

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

b. All insurance companies affording coverage to the PERMITTEE shall be required to add the City of Oceanside, its directors, officers, employees, contractors, and agents as "additional insured" under the insurance policy(s) required in accordance with this Agreement. Insurance coverage provided to CITY as additional insured shall be primary insurance to CITY, its directors, officers, employees, contractors, and agents.

c. All insurance companies affording coverage to the PERMITTEE shall be insurance organizations acceptable to the CITY, and authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

d. All insurance companies affording coverage shall provide **thirty (30) days** written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

e. PERMITTEE shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the CITY concurrently with the submittal of this Agreement.

f. PERMITTEE shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the PERMITTEE to provide such a substitution and extend the policy expiration date shall be considered a default by PERMITTEE and may subject the PERMITTEE to an immediate termination of this Agreement.

g. Maintenance of insurance by the PERMITTEE as specified in this Agreement shall in no way be interpreted as relieving the PERMITTEE of any responsibility whatever and the PERMITTEE may carry, at its own expense, such additional insurance as it deems necessary. CITY shall not be responsible to insure PERMITTEE's leasehold improvements and PERMITTEE's personal property as PERMITTEE shall be responsible for said items and for the insurance thereof.

h. If PERMITTEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid with interest at the

maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by PERMITTEE within **ten (10)** days following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection, any failure or refusal by PERMITTEE to take out or maintain insurance as required in this Agreement, or failure to provide the proof of insurance, shall be deemed a default under this Agreement.

i. CITY, at its discretion, may require the revision of amounts and coverage at any time during the term of this Agreement by giving PERMITTEE **sixty (60)** days prior written notice. CITY's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the PREMISES. PERMITTEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Agreement.

5.03 Accident Reports. PERMITTEE shall, within **seventy-two (72)** hours after occurrence, report to CITY any accident causing property damage or any serious injury to persons on the PREMISES. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

SECTION 6: GENERAL PROVISIONS

6.01 Acceptance of Premises. PERMITTEE accepts PREMISES in an "AS IS", "WHERE IS" condition, subject to all faults and conditions without warranty as to quality, character, performance or condition, and with full knowledge of the physical condition of the PREMISES.

6.02 Maintenance. CITY agrees to assume full responsibility for maintenance of the PREMISES throughout the term of the Agreement. CITY will make all repairs and replacements necessary to maintain and preserve the PREMISES in a decent, safe, healthy, and sanitary condition and in compliance with all applicable laws. In addition, CITY will keep the roof, foundation structural columns in good repair. CITY shall also maintain and repair the parking lot adjacent to PREMISES. CITY shall not, however, be liable to PERMITTEE unless PERMITTEE has given CITY prior written notice of the necessity for such repairs and/or maintenance, and any damage arising therefrom shall not have been caused, in whole or in part by the negligent or willful act or omission of PERMITTEE, its employees, agents or invitees, or by the failure of PERMITTEE to perform any of its obligations under this Agreement, or caused by any risk which PERMITTEE is required to insure pursuant to Section 5 of this Agreement.

In the event that the PREMISES are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, upon written notice to PERMITTEE, to enter the PREMISES to have any necessary work done. The rights reserved in this section shall not create or increase any obligations elsewhere in this Agreement imposed on CITY.

6.03 Fixtures and Equipment. All fixtures and equipment, if any, provided by PERMITTEE shall remain the property of the PERMITTEE. PERMITTEE shall be responsible for removing said fixtures and equipment upon termination or expiration of this Agreement.

6.04 Improvements/Alterations. No improvements, structures, or installations shall be performed on the PREMISES, and the PREMISES may not be altered by PERMITTEE in any way without prior written approval from the City Manager. Further, PERMITTEE agrees that major structural or architectural design alterations to structures, or installations may not be made on the PREMISES without the prior written approval from the City Manager.

6.05 Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the PREMISES, PERMITTEE shall remove the item at its expense within **twenty-four (24)** hours of written notice thereof by CITY, or CITY may thereupon remove the item at PERMITTEE'S cost.

6.06 Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the PREMISES, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE or levied by reason of the business or other PERMITTEE activities related to the PREMISES, including any licenses or permits.

PERMITTEE recognizes and agrees that this Agreement may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on such interest, and that PERMITTEE shall pay all such possessory interest taxes.

6.07 Notices. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:

**City of Oceanside
Property Management
300 North Coast Highway
Oceanside, CA 92054
Attention: Real Estate Manager
(760) 435-5014
vgutierrez@oceansideca.org**

To PERMITTEE:

**Vista Community Clinic
1000 Vale Terrace Drive
Vista, CA 92084
Attention: Fernando Sanudo
(760) 631-5000
fernando@vcc.org**

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

6.08 City Approval. The City Manager shall be the CITY's authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The City Manager may delegate authority in connection with this Agreement to the City Manager's designee(s). For the purposes of directing PERMITTEE in accordance with this Agreement, which does not result in a change to this Agreement, the City Manager delegates authority to the Real Estate Manager of the Property Management Division.

6.09 Entire Agreement. This Agreement comprises the entire integrated understanding between CITY and PERMITTEE concerning the use and occupation of the PREMISES and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the PREMISES, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The PERMITTEE shall be responsible for complying with all Local, State, and Federal laws, whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6.10 Agreement Modification. This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

6.11 Assignment and Subletting-No Encumbrance. This Agreement and any portion thereof shall not be assigned, transferred, or sublet, nor shall any of the PERMITTEE'S duties be delegated, without the express written consent of CITY. Any attempt to assign or delegate this Agreement without the express written consent of CITY shall be void and of no force or effect. A consent by CITY to one assignment, transfer, sublease, or delegation shall not be deemed to be a consent to any subsequent assignment, transfer, sublease, or delegation.

6.12 Defaults and Termination. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within **thirty (30) days** of the notice.

If the defaulting party fails to cure the default within **thirty (30) days** of the notice, or if more than **thirty (30) days** are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within **ten (10) days** of the notice, the demanding party may terminate this Agreement upon written notice of the defaulting party.

CITY may also terminate this Agreement upon written notice to PERMITTEE in the event that:

- * PERMITTEE has previously been notified by CITY of PERMITTEE'S default under this Agreement and PERMITTEE, after beginning to cure the default, fails to diligently pursue the cure of the default to completion, or

- *PERMITTEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, or

- *PERMITTEE shall be adjudicated a bankruptcy, or

- *PERMITTEE shall make a general assignment for the benefit of creditors.

Upon termination, CITY may immediately enter and take possession of the PREMISES. Further, CITY shall also have any other available legal and/or equitable remedies permitted by law.

6.13 Other Regulations. All use of the PREMISES under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicable rules and regulations and ordinances of the City of Oceanside now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

6.14 Nondiscrimination. PERMITTEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age, or physical handicap in PERMITTEE'S use of the PREMISES.

SECTION 7: SPECIAL PROVISIONS

7.01 Standards of Operation. PERMITTEE agrees that it shall operate and manage the services and facilities offered upon or from the PREMISES in a first-class manner and comparable to other similar facilities within San Diego County and Southern California areas which provide like products and services.

7.02 Permittee's Employees. PERMITTEE shall provide an experienced and well qualified "on-site" supervisor to oversee all operations conducted by PERMITTEE on the PREMISES. PERMITTEE shall ensure that its employees shall at all times conduct themselves in a creditable manner, and they shall conform to all rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by the CITY, provided that such rules, regulations and requirements are not in conflict with the terms of this Agreement.

7.03 Hazardous Substances. No goods, merchandise or material shall be kept, stored or sold in or on the PREMISES which are in any way explosive or hazardous, except that ordinary business materials that may be classified as hazardous may be kept in or on the PREMISES if such materials are stored and disposed of in accordance with all applicable laws; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said PREMISES, which will cause an increase in the rate of or cause a suspension or cancellation of the insurance upon the demised PREMISES or other premises and the improvements thereon; provided, however, that if anything done by PERMITTEE causes an increase in the rate of insurance on the PREMISES, PERMITTEE may, at its option, pay such increase and PERMITTEE shall not thereafter be considered in default under this Agreement.

No machinery or apparatus shall be used or operated on or about the PREMISES which will in any way injure the PREMISES or improvements thereon, or adjacent or other PREMISES, or improvements thereon, or to persons; provided, however, that nothing contained in this section shall preclude PERMITTEE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business, or from carrying on its business in all usual respects.

Open flame welding or burning, gasoline, or other fuel storage is expressly prohibited without prior written consent of the CITY.

7.04 Continued Occupancy. PERMITTEE covenants and agrees to, and it is the intent of this Agreement that the PERMITTEE shall, continuously and uninterruptedly during the term of the Agreement, occupy and use the PREMISES for the purposes

hereinabove specified, except while PREMISES are untenable by reason of fire, flood, or other unavoidable casualty, and, in that event, CITY shall be promptly notified by PERMITTEE.

7.05 City Recognition. PERMITTEE shall at all times make reasonable efforts to recognize the CITY in all promotional materials related to the PERMITTEE's Programs, including but not limited to social media posts, news releases, brochures, flyers, and other print and media materials that are distributed by PERMITTEE. Furthermore, CITY reserves the right to limit or require changes to any materials or distributions by PERMITTEE, in the event CITY, in its sole discretion, deems that such materials are inappropriate and/or offensive in any way.

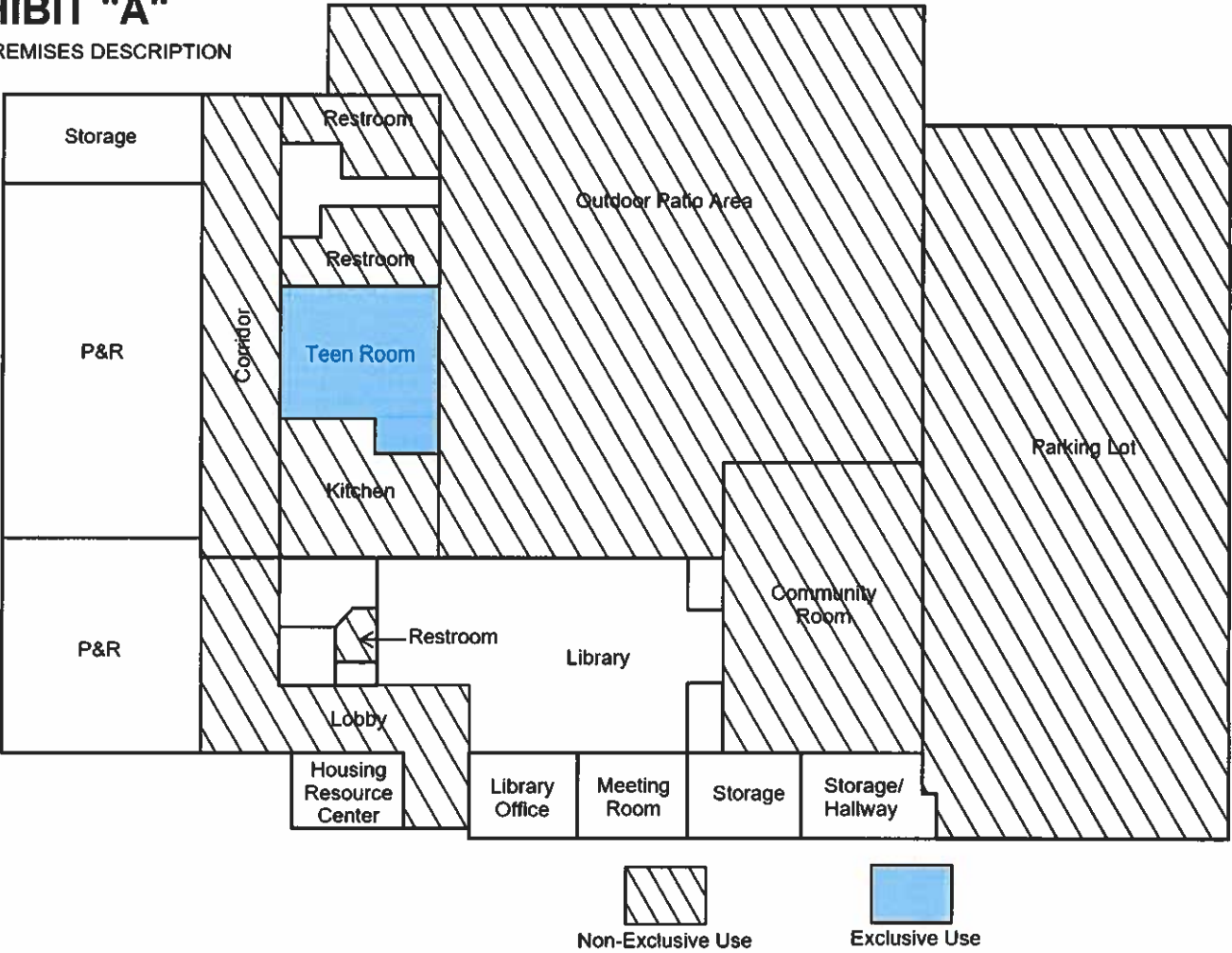
SECTION 8: SIGNATURES

8.01 Signature Page. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the PERMITTEE and the CITY.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT "A"

BUILDING & PREMISES DESCRIPTION



IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Property Use Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

CITY

THE CITY OF OCEANSIDE

APPROVED AS TO FORM

By: _____
Jonathan Borrego
City Manager

By:  _____, C. 1985
City Attorney

Date: _____

PERMITTEE

VISTA COMMUNITY CLINIC,
a California non-profit corporation

By:  _____

Name: Fernando Sañudo

Title: Chief Executive Officer

Date: 8/28/25

NOTARY ACKNOWLEDGMENTS OF PERMITTEE'S SIGNATURE(S) MUST BE ATTACHED

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

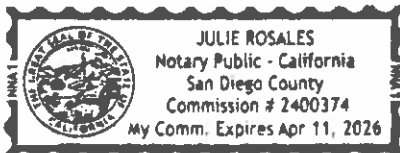
County of San Diego

On August 27th, 2025
Date

before me, Julie Rosales, Notary Public
Here Insert Name and Title of the Officer

personally appeared Fernando Sañudo
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Julie Rosales
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Property Use Agreement b/w City of Oceanside + VC
Project REACH John Landers
Document Date: August 25, 2025 Number of Pages: 16

Signer(s) Other Than Named Above: NA

Capacity(ies) Claimed by Signer(s)

Signer's Name: Fernando Sañudo
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: NA
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____