

PROPERTY USE AGREEMENT
BY AND BETWEEN
THE CITY OF OCEANSIDE
AND
EASTSIDE UNITED COMMUNITY ACTION NETWORK, INC.
DBA EUCAN
ON CITY-OWNED PROPERTY LOCATED AT
448 COUNTRY CLUB LANE
DATED

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PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT (hereinafter called "Agreement"), dated _____, 2026, hereinafter called "Agreement", is executed between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called "City," and Eastside United Community Action Network, Inc., dba EUCAN ("Permittee").

RECITALS

WHEREAS, City is owner of the real property described hereinbelow; and

WHEREAS, Permittee is providing certain recreational, educational, medical, and/or other related services, programs and activities to the general public, including the citizens of the City; and

WHEREAS, City hereby acknowledges said programs, services and or activities provided by Permittee are valuable consideration received from Permittee in return for its use of said real property in accordance with the terms, covenants, conditions and provisions contained hereinbelow.

AGREEMENT

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

SECTION 1: PREMISES

1.01 Premises. City hereby authorizes Permittee, in accordance with the terms, covenants, conditions and provisions of this Agreement, the exclusive use of that certain real property situated in the City of Oceanside, County of San Diego, State of California, commonly known as 448 Country Club Lane, consisting of exclusive use of a 6,760 square foot building for program operations, together with adjacent, non-exclusive use of parking areas as more particularly illustrated in **Exhibit "A"**, attached hereto and by this reference made part of this Agreement. Said real property is hereinafter collectively called 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.

a. Parking Lot. It is expressly understood that Permittee shall have the non-exclusive use of the common area and the common parking area, as more particularly illustrated in **Exhibit "B"**, attached hereto and by this reference made

a part of this Agreement. Said common area and common parking area are hereinafter collectively called the "Common Areas." Permittee shall not be responsible for maintenance of the Common Areas.

1.02 Uses. It is expressly agreed that the Premises shall be used by Permittee for the purpose of providing a fitness center for seniors and youth for use in connection with Permittee's intergenerational fitness, health, and education related programs and services, and for such other related or incidental public welfare purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

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

1.03 Permittee Authority. Permittee shall have the exclusive right to enter into agreements with contractors, vendor, concessionaires, permittees and/or licensees or other such parties to provide recreation services to the general public contemplated under this Agreement. If the use does not further the recreational services contemplated under this Agreement or other services, as set forth in Section 1.02, said use shall first be approved by City. Further, Permittee shall have the right to negotiate all terms and conditions with said contractors, vendor, concessionaires, permittees and/or licensees or other such parties and accordingly, shall also be solely responsible and liable for any disputes or disagreements arising therefrom and shall indemnify City pursuant to Section 4.01 below.

1.04 Operating Plan. Permittee agrees to use the Premises and operate in accordance with the Operating Plan set forth in **Exhibit "C"**, attached hereto and by this reference made part of this Agreement, which Operating Plan sets forth the Permittee's goals and objectives. City and Permittee shall annually review the Operating Plan no later than **sixty (60) days** after each calendar year of the Agreement and the parties may mutually agree to amend, modify or eliminate any part of the Operating Plan.

1.05 Quiet Possession. Permittee, performing the covenants and agreements herein, shall at all times during the term hereof peaceably and quietly have, hold and enjoy the Premises.

If City for any reason cannot deliver possession of the Premises to Permittee at the commencement of the term of this Agreement, or if during the term hereof Permittee is temporarily dispossessed through action or claim of a title superior to the City of Oceanside, then and in either of such events, this Agreement shall not be voidable nor

shall City be liable to Permittee for any loss or damage resulting therefrom. In the event that such dispossession causes an extraordinary economic burden on Permittee, Permittee shall have the option to terminate this Agreement by submitting to the City a **thirty (30) day** written notice together with its justifications for such termination. The City shall have the right to approve such termination and shall provide Permittee with a written determination thereof. Said approval shall not be unreasonably withheld.

1.06 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. Subsurface Rights. City hereby reserves all rights, title and interest in any and all subsurface natural gas, oil, minerals and water on or within the Property.

b. Easements. City reserves the right to grant and use easements or to establish and use rights-of-way over, under, along and across the Property, including the Premises, for utilities, thoroughfares, or access as it deems advisable for the public good.

c. 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. City will reimburse the Permittee for damages to the Premises or to the Permittee's personal property caused by the City resulting from the City's exercise of its rights herein. If City is required to make a repair caused by Permittee neglect, Permittee will be liable for costs associated for such repairs. City will pay the costs of the maintenance and repair of all City installations made pursuant to these reserved rights.

SECTION 2: TERM

2.01 Commencement. The term of this Agreement shall be for a period of **two (2) years** commencing on July 1, 2026, and terminating on June 30, 2028.

2.02 Extension of Term. Permittee may request **one (1) successive one (1) year term**, at the City's sole discretion, under the terms and conditions of this Agreement, provided that the Permittee is not in default or breach of any term, condition, covenant or provision of this Agreement. The extension request must be in writing and approved by the Oceanside City Council ("City Council") as set forth below:

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. Recommendation by the City Manager does not constitute City approval of the extension request. Recommendation by 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 **one (1) year** 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 extensions 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 Abandonment by Permittee. Even if Permittee breaches the Agreement and abandons the Premises, this Agreement shall continue in effect for so long as City does not terminate this Agreement, and City may enforce all its rights and remedies hereunder, including but not limited to the right to recover any costs applicable to Permittee's utility usage at the Premises.

2.06 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.

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

SECTION 3: RENT

3.01 Rent. City hereby agrees that the programs, maintenance and repair of the Premises, and services and activities provided by Permittee at the Premises are valuable consideration received from Permittee, that the provision of such programs, services and activities shall constitute the rent to be paid by Permittee for its use and occupation of the Premises in accordance with the terms, covenants, conditions and provisions of this Agreement.

3.02 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 12.01 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.

3.03 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.

3.04 Inspection of Records. Permittee shall maintain accurate financial books and records for the operation of its business provided at, or from, the Premises. Said books and records shall be maintained in accordance with good accounting practice and standards within the industry. The records must be supported by source documents of original entry such as invoices, or other pertinent documents.

Permittee agrees to make any and all records and accounts available to City for inspection upon **thirty (30) days** written notice to Permittee, so that City can determine Permittee's compliance with this Agreement. These records and accounts will be made available by Permittee at the premises or City's offices, at City's sole discretion, and will be complete and accurate showing all income and receipts from Permittee's use of Premises. Permittee's failure to keep and maintain such records and make them available for inspection by City shall be deemed a default of this Agreement.

Permittee shall maintain all such books, records and accounts for the term of this Agreement, and a minimum period of **five (5) years** thereafter. This provision shall survive the expiration or sooner termination of this Agreement.

3.05 Security Deposit. Permittee shall not be initially required to pay a security deposit under this Agreement to the 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.

3.06 Program Reports. In consideration for the rent set forth in Section 3.01 above, Permittee shall provide the City with written quarterly reporting of program objectives, benchmarks, and any other information required to meet any applicable grant reporting requirements and shall submit said reports to City within **fifteen (15) days** of the following months (October, January, April, and July), following commencement date of this Agreement. Program reports will include but not be limited to: (1) annual rates for fitness club members, (2) number of members served, (3) member demographics to include income (AMI rates), and number of workshops and/or classes offered.

SECTION 4: INDEMNITY AND INSURANCE

4.01 Indemnity. Permittee, on behalf of itself and any of its agents, shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, directors, employees, agents and volunteers (collectively, the "City Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "Claim", collectively "Claims"), which may arise from or in any manner related (directly or indirectly) to any breach of the terms and conditions of this Agreement by Permittee or its agents, any work performed or services provided under this Agreement by Permittee or its agents, including, without limitations, defects in workmanship or materials or Permittee's or its agents' presence or activities conducted that relate in any way to this Agreement (including the negligent and/or willful acts, errors and/or omissions of Permittee, its employees, vendors, agents, suppliers, and anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them. Notwithstanding the foregoing, nothing herein shall be construed to require Permittee to indemnify the City Parties from any Claim arising from the sole negligence or willful misconduct of the City Parties. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Permittee.

4.02 Insurance. Without limiting Permittee's indemnification of the City Parties provided for herein, and prior to commencement of this Agreement, Permittee shall

obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance with the endorsements of the type, amounts, terms and conditions described in the **Insurance Requirements** attached hereto as **Exhibit "D"** and incorporated herein by reference.

4.03 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.

4.04 Business License. Permittee agrees to obtain and maintain, at its sole cost and expense, a current business license issued from the City during the full term of this Agreement, provided such a license is required for Permittee's operations under this Agreement.

SECTION 5: COMMON AREAS

5.01 Common Areas Defined.

Premises Common Areas. Premises Common Areas shall include parking areas, sidewalks, walkways, delivery areas, trash facilities, open areas to the south of the Building premises as illustrated in **Exhibit "B"** located on the Premises.

5.02 Use of Common Areas. Permittee, its employees, agents and invitees are, except as otherwise specifically provided in this Agreement, are authorized during the term of the Agreement to non-exclusively use the Premises common areas (hereinafter referred to as "Common Areas"), for their respective intended purposes in common with others. City shall at all times have the right to pass over and use the Common Areas for promotions, exhibits, public gatherings and any other use which, in City's judgment, tends to benefit the City and/or the public in general. Maintenance, including debris removal, within the Common Areas will be handled by the Permittee.

5.03 Rules. City may establish and amend and enforce against Permittee such reasonable rules as City deems necessary or advisable for proper and efficient use, operation and maintenance of the Common Areas.

SECTION 6: MAINTENANCE OF PREMISES

6.01 Acceptance of Premises. Permittee represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Premises. Permittee acknowledges it is relying solely on such independent inspection, tests, investigations, and observations in making this Agreement. Permittee further acknowledges that the

Premises are in the condition catted for by this Agreement and that Permittee does not hold City responsible for any defects in the Premises, with the exception of the roof, exterior walls, and foundation. Permittee accepts the Premises in an "As-is" and "Where-is" condition.

6.02 Permittee's Maintenance. As part of the consideration for the leasing thereof, Permittee agrees to assume full responsibility and cost for the operation, maintenance, and repair of the Premises, including without limitation, all doors and windows; utility lines and conduits, flooring, and non-structural repairs to the interior and exterior of Premises, throughout the term of this Agreement and without expense to City. Permittee will perform all maintenance, repairs and replacements necessary to maintain and preserve the Premises in a decent, safe, healthy, and sanitary condition satisfactory to City and in compliance with all applicable laws. Permittee further agrees to assume full responsibility for maintenance of the fitness equipment at the Premises and Permittee shall receive written approval by City prior to the disposal of any equipment at the Premises. Permittee shall also provide approved containers for trash and garbage and to keep the Premises free and clear of rubbish and litter, or any other fire hazards. Permittee waives all right to make repairs at the expense of City as provided in Section 1942 of the California Civil Code and all rights provided by Section 1941 of said code.

For the purpose of keeping the Premises in a good, safe, healthy and sanitary condition, City shall always have the right, but not the duty, to enter, view, inspect, determine the condition of, and protect its interests in, the Premises. In the event that City finds that the Premises are not in a decent, safe, healthy, and sanitary condition, Permittee must perform the necessary maintenance, repair or replacement work within **ten (10) days** after written notice from City. In the event Permittee fails to perform such work, City shall have the right, upon written notice to Permittee, to have any necessary maintenance work done at the expense of Permittee, and Permittee shall promptly pay any and all costs incurred by City in having such necessary maintenance work done, in order to keep said Premises in a decent, safe, healthy, and sanitary condition. Permittee shall make payment no later than **ten (10) days** after City's written demand therefor. City shall not be required at any time to perform maintenance, or to make any improvements or repairs whatsoever, on or for the benefit of the Premises except as otherwise provided herein. The rights reserved in this section shall not create any obligations or increase obligations for City elsewhere in this Agreement.

6.03 City's Maintenance. City will be responsible for the maintenance and repair of the roof structure and membrane, the HVAC units and all components, the structural component of the exterior walls of the Building, and the foundation. City shall not, however, be liable to Permittee unless Permittee has given City prior written notice of the necessity for such repairs 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 4.

6.04 Waste, Damage, or Destruction. Permittee shall give notice to City of any fire or other damage that occurs on the Premises within **seventy-two (72) hours** of such fire or damage. Permittee shall not commit or suffer to be committed any waste or injury or any public or private nuisance, Permittee agrees to keep the Premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to City. If the Premises shall be damaged by any cause which puts the Premises into a condition which is not decent, safe, healthy and sanitary, Permittee agrees to make or cause to be made full repair of said damage and to restore the Premises to the condition which existed prior to said damage; or, at City's option, and upon receipt of written demand thereof, Permittee agrees to clear and remove from the Premises all debris resulting from said damage and rebuild the Premises in accordance with plans and specifications previously submitted to City and approved in writing in order to replace in kind and scope the operation which existed prior to such damage. Permittee shall be responsible for all costs incurred in the repair and restoration or rebuilding of the Premises.

SECTION 7: UTILITIES AND TAXES

7.01 Utilities. Permittee agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development, occupation and operation of the Premises, including debris removal from the Common Areas referred to in Section 5.02.

7.02 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 on the Premises or levied by reason of Permittee's business or other 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 prior to delinquency.

SECTION 8: IMPROVEMENTS/ALTERATIONS AND PERSONAL PROPERTY

8.01 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the Premises, and Permittee may not alter the Premises without prior written approval by the City Manager. Further, Permittee agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the Premises without prior written

approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve Permittee of any obligation under this Agreement to maintain the Premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. City shall not be obligated by this Agreement to make or assume any expense for any improvements or alterations to, on or about the Premises.

8.02 Ownership of Improvements and Personal Property.

a. Any fitness related equipment existing at the Premises at the inception of this Agreement shall be deemed owned by the City. The parties shall create an existing inventory list ("Inventory List"), which shall be added to and made part of this Agreement as **Exhibit "E"**.

b. Any and all improvements, trade fixtures, structures, fitness equipment, and installations or additions to the Premises now existing or constructed on the Premises by Permittee, shall at Agreement expiration or termination be deemed to be part of the Premises and shall become, at City's option, City's property, free of all liens and claims except as otherwise provided in this Agreement.

c. If City elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, City shall so notify Permittee in writing **thirty (30) days** prior to expiration or termination of this Agreement, and Permittee shall remove all such improvements, structures and installations as directed by City at Permittee's sole cost and expense on or before Agreement expiration or termination. If Permittee fails to remove any improvements, structures, and installations as directed, Permittee agrees to pay City the full cost of any removal.

8.03 Liens. Permittee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the Premises without the prior written consent of the City Manager. Permittee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the Premises.

8.04 Encumbrance. Not Applicable.

SECTION 9: DAMAGE AND/OR DESTRUCTION

9.01 City's Obligations. In the event the Premises are damaged and/or destroyed to any extent for any reason whatsoever, the City in its sole discretion shall have the right to either repair said damage and/or destruction. In the event the City elects not to repair the damage or destroyed portion of the Premises, and said damage

and/or destruction materially affects Permittee's ability to conduct its operation in the Premises, either party shall have the right to terminate the Agreement by giving at least **sixty (60) days** written notice to the other party.

9.02 Reconstruction. In the event the City elects to repair the damage and/or destruction and Permittee's Premises are not materially affected as set forth above, Permittee shall continue to occupy its Premises in full compliance with the terms, conditions and provisions of the Agreement. In the event Permittee's Premises is materially affected, Permittee shall not be required to make any payments under the Agreement, if applicable, until such time as the damage and/or destruction has been repaired. City's obligation to repair any damage and/or destruction to the Premises shall not include any tenant improvements made to the Premises by Permittee or personal property of the Permittee, which repair and/or replacement shall be the sole responsibility of Permittee. Additionally, City shall not be required to replace any fitness equipment at the Premises.

SECTION 10: CONDEMNATION

10.01 Eminent Domain. Not Applicable.

SECTION 11: DEFAULT BY PERMITTEE

11.01 Defaults and Termination. It is mutually understood and agreed that if any default be made in the payment of rental herein provided or in the performance of the covenants, conditions, or agreements herein (any covenant or agreement shall be construed and considered as a condition); or should Permittee fail to fulfill in any manner the uses and purposes for which the Premises are leased as stated in this Agreement, and such default is not cured within **five (5) days** after written notice thereof if default is in the submittal of rent as required in this Agreement; or **ten (10) days** after written notice thereof if default is in the performance of the failure to use provisions pursuant to Section 1.02 of this Agreement; or **thirty (30) days** after written notice thereof if default is in the performance of any other covenant, condition and agreements (any covenant or agreement shall be construed and considered as a condition), City shall have the right to immediately terminate this Agreement; and that in the event of such termination, Permittee shall have no further rights hereunder and Permittee shall thereupon forthwith remove from the Premises and shall have no further right to claim thereto, and City shall immediately thereupon, without recourse to the courts, have the right to reenter and take possession of the Premises. City shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from Permittee in the amount necessary to compensate City for all the detriment proximately caused by the Permittee's failure to perform its obligations under the Agreement or which in the ordinary course of things would be likely to result therefrom.

In the event City consents to an encumbrance of the Agreement for security purposes in accordance with the terms of this Agreement, it is understood and agreed that City shall furnish copies of all notices of defaults to the beneficiary or mortgagee under said encumbrance by certified mail contemporaneously with the furnishing of such notices to Permittee, and in the event Permittee shall fail to cure such default or defaults within the time allowed above, said beneficiary or mortgagee shall be afforded the right to cure such default at any time within **five (5) days**, if the default is for the failure to submit rent as required, or within **fifteen (15) days** following the expiration of the period within which Permittee may cure such default; provided, however, City shall not be required to furnish any further notice of default to said beneficiary or mortgagee.

In the event of the termination of this Agreement pursuant to the provisions of this section, City shall have any rights to which it would be entitled in the event of the expiration or sooner termination of this Agreement under the provisions of this Agreement.

11.02 Bankruptcy. In the event Permittee becomes insolvent, makes an assignment for the benefit of creditors, becomes the subject of a bankruptcy proceeding, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings, or in the event of any judicial sale of Permittee's interest under this Agreement, City shall have the right to declare this Agreement in default.

The conditions of this Section shall not be applicable or binding on Permittee or the beneficiary in any deed of trust, mortgage, or other security instrument on the demised Premises which is of record with City and has been consented to by resolution of the City Council, or to said beneficiary's successors in interest consented to by resolution of the City Council, as long as there remain monies to be paid by Permittee to such beneficiary under the terms of such deed of trust, provided that such beneficiary or its successors in interest, continuously pay to City all rent due or coming due under the provisions of this Agreement and the Premises are continuously and actively used in accordance with Section 1.02 of this Agreement.

SECTION 12: GENERAL PROVISIONS

12.01 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:

Eastside United Community Action Network, Inc.
dba EUCAN
Attention: Wayne Godinet
P.O. Box 1657
Oceanside, CA 92051
(760) 458-2614
godinetwayne363@gmail.com

a. Any party may change its address by notice to the other Parties as provided herein. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

b. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by overnight mail (Federal Express or the like) or sent by certified mail, postage prepaid, return receipt requested, delivered or sent by email and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed, **four (4) business days** after the date of posting by the United States post office with postage prepaid, and (iv) if given by email, when a return confirmation email from recipient is received with date and time shown within email.

12.02 City Approval. The City Manager shall be the City's authorized representative in the interpretation and enforcement of this Agreement, including but not limited to approving proposed improvements, structures, alterations and installations provided in this Agreement. 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 City Real Estate Manager. The Real Estate Manager may delegate authority in connection with this Agreement to the Real Estate Manager's designee(s).

12.03 Nondiscrimination. Permittee agrees not to discriminate in any manner against any person or persons on account of sex, race, color, religion, ancestry, national

origin, disability, medical condition, marital status, sexual orientation, or age in Permittee's use of the Premises.

12.04 Equal Opportunity. Permittee shall take affirmative action to assure applicants are employed and that employees are treated during employment without regard to sex, race, color, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. Permittee shall certify in writing to City that Permittee is in compliance and throughout the term of this Agreement will comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal, State and Local law, regulation and policy (including without limitation those adopted by City) related to equal employment opportunity and affirmative action programs, including any such law, regulation, and policy hereinafter enacted.

Compliance and performance by Permittee of the equal employment opportunity and affirmative action program provision of this Agreement is an express condition hereof and any failure by Permittee to so comply and perform shall be a default of this Agreement and City may exercise any right as provided herein and as otherwise provided by law.

12.05 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.

12.06 Interpretation of the Agreement. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The venue of any judicial action brought to enforce any condition, covenant or provision of this Agreement shall be in San Diego County, 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 heirs, successors, and assigns.

12.07 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.

12.08 Waiver. Any City waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. City delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Agreement. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. City's acceptance of any rents is not a waiver of any default preceding the rent payment. City and Permittee specifically agree that the property constituting the Premises is City-owned and held in trust for the benefit of the citizens of the City of Oceanside and that any failure by the City Manager or City staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but City shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

12.09 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.

12.10 Section Headings. The table of Contents and the section headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision thereof.

12.11 Gender/Singular/Plural. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural whenever the context so requires.

SECTION 13: SPECIAL PROVISIONS

13.01 Standards of Operation. Permittee agrees that it shall operate and manage the services and facilities offered upon or from the Premises in a manner consistent with other similar operations in North San Diego County.

13.02 Hours of Operation. The Permittee agrees that it shall conduct business on the Premises to conform to the published hours and days of operation as established, and in the best interest of the public, unless otherwise approved in writing by the City.

13.03 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 the City Manager and any such device(s) shall conform to all City of Oceanside and City ordinances and regulations. 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.

13.04 Manner of Providing Service. Permittee shall provide an experienced and well qualified "on-site" supervisor to oversee all operations conducted by Permittee on the Premises. Said supervisor shall be empowered with authority to act on behalf of Permittee in response to reasonable requests from City to perform maintenance, repairs, and replacements on the Premises to insure the public's health, safety, and welfare. Permittee shall ensure that its employees shall at all times conduct themselves in a creditable and dignified manner, and they shall conform to all laws, rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by the City. Permittee shall maintain a staff in adequate size and number, to City's satisfaction, to effectively operate, maintain and administer all services offered and facilities located on the Premises.

13.05 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.

13.06 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; 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 said or other premises and the improvements thereon.

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 burning, gasoline, or other fuel storage is expressly prohibited without prior written consent of the City. The City shall indemnify and hold the Permittee harmless from any and all claims arising from hazardous waste on the premises and common area prior to the effective date of the Agreement and from any and all claims arising from hazardous waste on the premises and common area caused by the existence of the Gasoline Pump Site, including, but not limited to pumps, storage tanks, dispensers, etc.

13.07 Use of City Equipment. Permittee, its employees, agents, clients and/or invitees shall exercise reasonable diligence in the use of any and all City owned fitness equipment utilized by Permittee in carrying out its operations under this Agreement. Permittee shall promptly notify City of any and all damage to any of said fitness equipment resulting from Permittee's use thereof. Permittee hereby agrees to, at City's sole discretion and determination, replace or repair any and all fitness equipment damaged as a result of Permittee's, its employees, agents, clients, and/or invitees, use or misuse thereof. City retains the right, at its sole discretion, to disallow Permittee's use of any or all of City's fitness equipment, without liability of any kind or nature.

SECTION 14: SIGNATURES

14.01 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

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: _____
City Attorney

Date: _____

PERMITTEE

EASTSIDE UNITED COMMUNITY ACTION NETWORK, INC.
DBA EUCAN

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

NOTARY ACKNOWLEDGMENTS OF PERMITTEE’S SIGNATURES MUST BE ATTACHED

**EXHIBIT "A"
PREMISES**

ASSESSOR'S PARCEL NUMBER: 151-011-05

VESTING: CITY OF OCEANSIDE

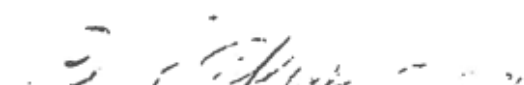
A PORTION OF LAND IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO GOVERNMENT SURVEY THEREOF, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA LYING WITHIN PARCEL 2 OF PARCEL MAP 7989, ACCORDING TO MAP THEREOF RECORDED OCTOBER 27, 1978 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 25 AND THE EASTERLY RIGHT-OF-WAY OF COUNTRY CLUB LANE AS SHOWN ON PARCEL MAP NO. 8805 RECORDED JUNE 14, 1979 AS FILE NO. 79-246284 IN THE COUNTY RECORDER'S OFFICE OF SAID COUNTY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY SOUTH 00°17'50" EAST 52.65 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°07'22" EAST 126.13 FEET; THENCE NORTH 00°23'34" EAST 54.38 FEET TO THE NORTH LINE OF SAID SECTION 25; THENCE ALONG SAID NORTH LINE NORTH 89°51'44" WEST 126.76 FEET TO THE TRUE POINT OF BEGINNING.

HAVING AN AREA OF 6760 SQUARE FEET MORE OR LESS.

ATTACHED HERETO AND MADE A PART OF THIS LEGAL DESCRIPTION IS A PLAT LABELED EXHIBIT "B".

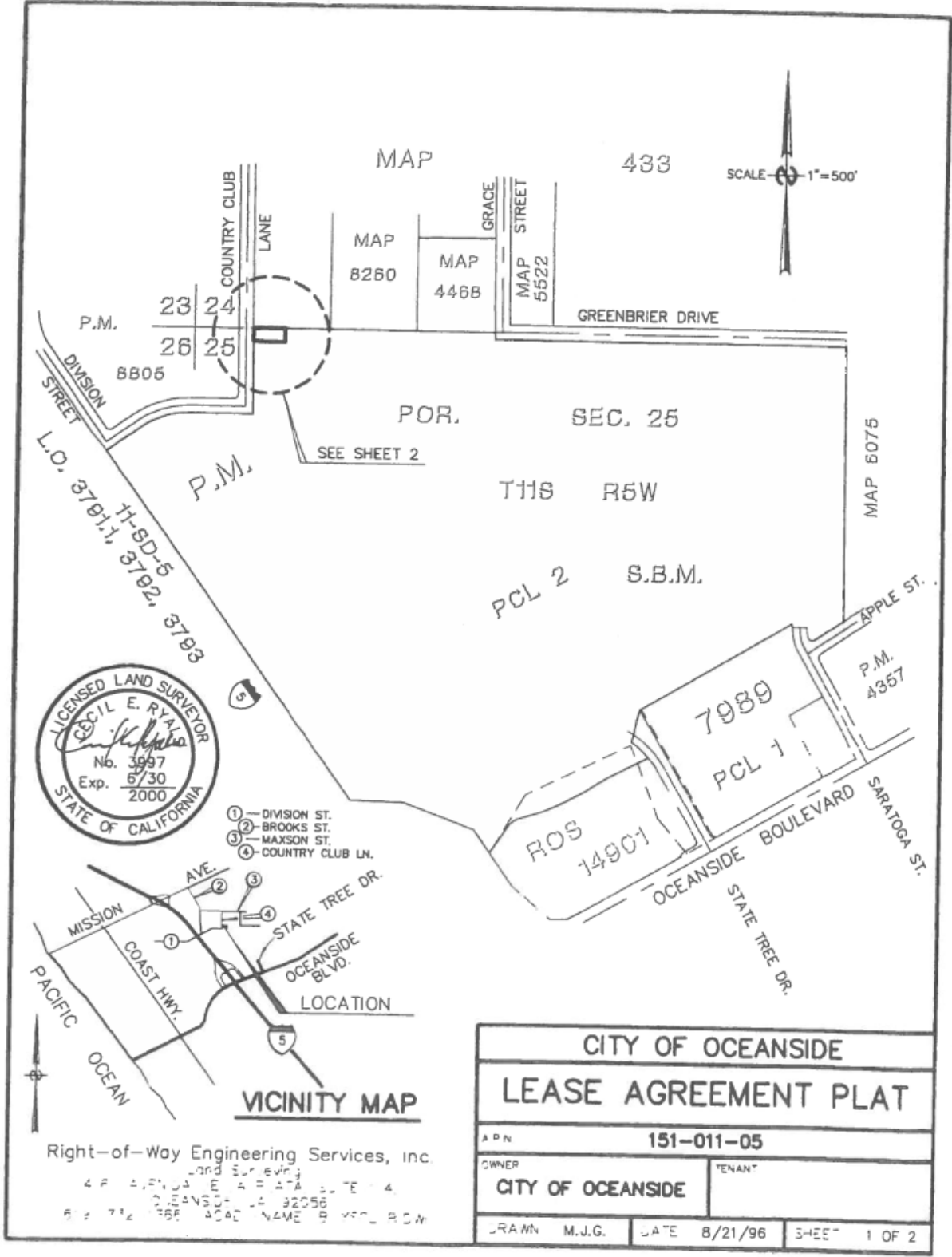
THIS LEGAL DESCRIPTION AND PLAT WERE PREPARED BY ME OR UNDER MY DIRECTION.



CECIL E. RYALS, P.L.S. 3997



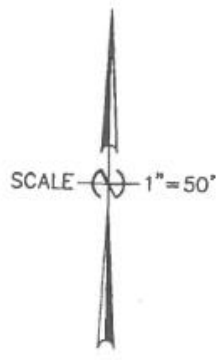
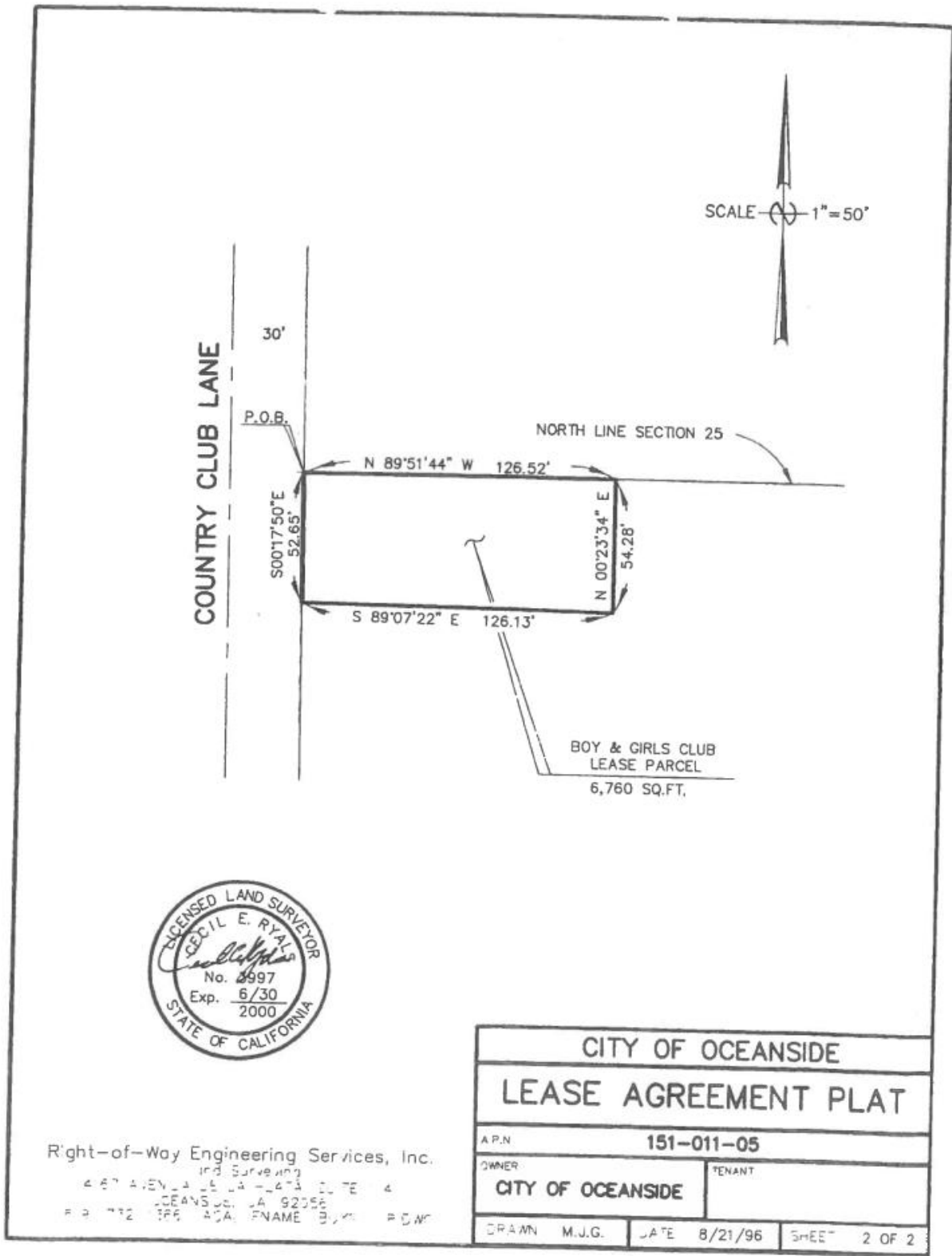
C:\LEGAL\S\OSIDE\GOLFLEA2.LGL



- ① - DIVISION ST.
- ② - BROOKS ST.
- ③ - MAXSON ST.
- ④ - COUNTRY CLUB LN.

CITY OF OCEANSIDE	
LEASE AGREEMENT PLAT	
A.P.N. 151-011-05	
OWNER CITY OF OCEANSIDE	TENANT
DRAWN M.J.G.	DATE 8/21/96
SHEET 1 OF 2	

Right-of-Way Engineering Services, Inc.
 Land Surveying
 4 P. Ave. Suite 4
 Oceanside, CA 92056
 Phone: 760-431-1365 FAX: 760-431-1366



Right-of-Way Engineering Services, Inc.
 and Surveying
 467 AVENUE 44 - 44th STREET
 OCEANSIDE, CA 92056
 PHONE: 760-434-8888 FAX: 760-434-8888

CITY OF OCEANSIDE	
LEASE AGREEMENT PLAT	
A.P.N.	151-011-05
OWNER	TENANT
CITY OF OCEANSIDE	
DRAWN	M.J.G.
DATE	8/21/96
SHEET	2 OF 2

EXHIBIT "B"
COMMON AREA & COMMON PARKING AREA

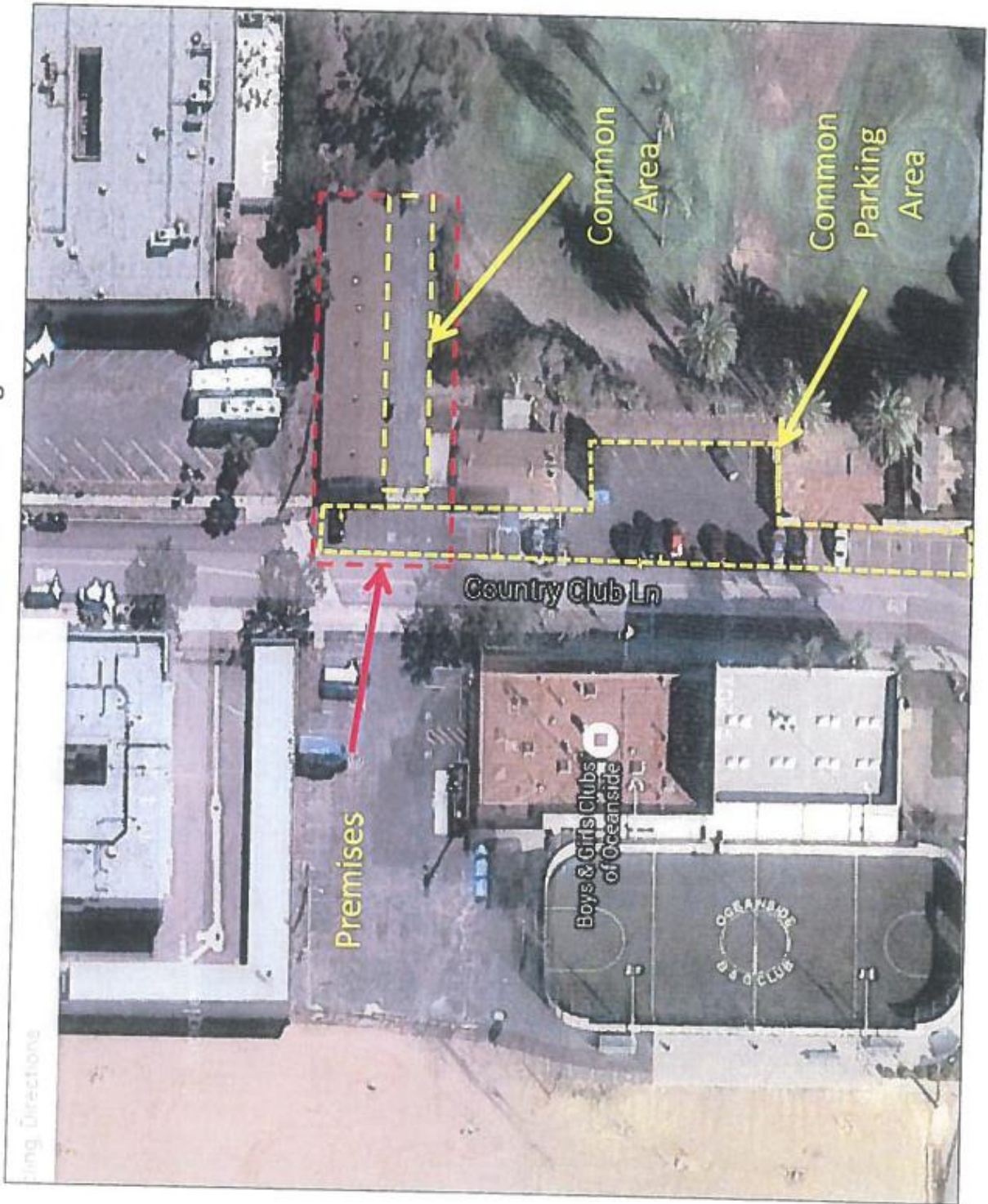


EXHIBIT “C” OPERATING PLAN

Organization: Eastside United Community Action Network, Inc., dba EUCAN

Facility Address: 448 Country Club Lane, Oceanside, CA 92054

1. **Mission:** Our organization is a community-based, grassroots collaborative dedicated to improving health, wellness, and life outcomes, emphasizing support for underserved/low-income residents in Oceanside.

2. **Hours of Operation:**

Senior Fitness Center: 7:00am – 2:30pm

Youth Development Program: 3:00pm – 10:00pm and as needed on weekends

3. **Intended Use of the Facility:** Fitness Center and Related Intergenerational Programs

4. **Types of users of the Facility:** Seniors and Youth

5. **Management Structure – On Site:** Program Coordinator oversees Club 55 and all fitness programs and reports to Board President

6. **Marketing:** Creation of flyers to be distributed at outreach and community engagement events. Provide class and workshop listings on social media page and posted at resource, recreation, and senior centers.

**EXHIBIT “D”
INSURANCE REQUIREMENTS**

1. **Provision of Insurance.** Without limiting Permittee indemnification of the City Parties, Permittee shall procure and maintain for the duration of the Term of this Agreement, policies of insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with Permittee’s operation and use of the Premises, with the endorsements described herein, of the type, in the amounts, terms and conditions described below, in a form satisfactory to City. The costs of such insurance and endorsements shall be borne by Permittee. Permittee agrees to provide City with the insurance and endorsements in accordance with the requirements set forth herein. If Permittee uses existing coverage to comply and that coverage does not meet these requirements, Permittee agrees to amend, supplement or endorse the existing coverage.
2. **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders’ A. M. Best’s rating of no less than A: VIII in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City Attorneys’ Office.
3. **Insurance Coverage Requirements.**
 - A. **Commercial General Liability Insurance (CGL).**

Including products & completed operations, property damage, bodily injury & personal & advertising injury with the following minimum limits:

Combined Single Limit Per Occurrence no less than	\$2,000,000
With General Aggregate limits no less than	\$4,000,000

Permittee shall maintain commercial general liability insurance, and if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than **two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate.** The policy shall cover liability arising from Premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a

contract.

B. Automobile Liability Insurance.

(Only applicable if Permittee uses automobiles in connection with Permittee's operations at the Premises)

Combined Single Limit **\$1,000,000**

Permittee shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Permittee arising out of Permittee's use of the Premises under this Agreement or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles, in an amount not less than **one million dollars (\$1,000,000) combined single limit** each accident.

C. Workers' Compensation Insurance.

Statutory Limits

Employer's Liability Insurance Per Accident
For bodily injury or disease not less than **\$1,000,000**

D. Umbrella or Excess Insurance Policy.

Permittee may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage as least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Permittee's primary and excess liability policies are exhausted.

E. Sexual Abuse & Molestation Liability Insurance (SAM).

Per Occurrence **\$1,000,000**

General Aggregate **\$2,000,000**

4. **Endorsements Required to Be Provided City.** Separate endorsements to the insurance referenced above shall be required as follows:

A. **Additional Insured.**

The City Parties are to be covered as additional insureds on each of the liability policies required in this **Exhibit “D”** including all CGL, all Excess or Umbrella liability, and SAM liability insurance.

B. **Waiver of Subrogation.**

Permittee hereby grants to City a waiver of any right to subrogation which any insurer of Permittee may acquire against the City by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect these waivers of subrogation, but this provision applies regardless of whether or not the City has received the required endorsements.

C. **Notice of Cancellation.**

All policies shall provide City with **thirty (30) calendar days'** notice of cancellation (except for nonpayment for which **ten (10) calendar days'** notice is required) or nonrenewal of coverage for each required coverage.

D. **Primary and Non-Contributory.**

For any claims related to this Agreement, the Permittee's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as to the City Parties. Any insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Permittee's insurance and shall not contribute with it.

5. **Additional Agreements Between the Parties.** The Parties hereby agree to the following:

A. **Evidence of Insurance.**

Permittee shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with hard copies of the required endorsements specified above. Insurance certificates and endorsements must be approved by the City Attorneys' Office (or City's Risk Manager) prior to the Effective Date of this Agreement. Current certification of insurance and endorsements will be kept on file with City during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. City's Right to Revise Requirements.

City reserves the right at any time during the term of this Agreement to change the amounts, the types of insurance and the endorsements required by giving Permittee **sixty (60) calendar days'** advance written notice of such change.

C. Enforcement of Agreement Provisions.

Permittee acknowledges and agrees that any actual or alleged failure on the part of City to inform Permittee of Permittee's non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

D. Requirements not Limiting.

Requirements of specific coverage features or limits contained in this **Exhibit "D"** are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

E. City Remedies for Non-Compliance.

If Permittee or any contractor of Permittee fails to provide and maintain insurance as required in this Agreement, then City shall have the right, but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Permittee's right to proceed until proper evidence of insurance is provided.

F. Timely Notice of Claims.

Permittee shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Permittee's operations or performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

G. Permittee's Insurance.

Permittee 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 its operations and work.

H. **Available Excess Insurance.**

If City maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

I. **Accident Reporting.**

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.

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EXHIBIT "E"
EQUIPMENT LOG

#1 Techno Gym/Strength Line



#2 Flex Performance System /Abductor



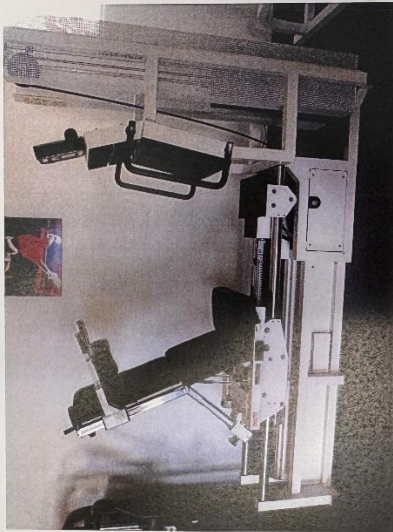
#3 Flex Performance System / Adductor



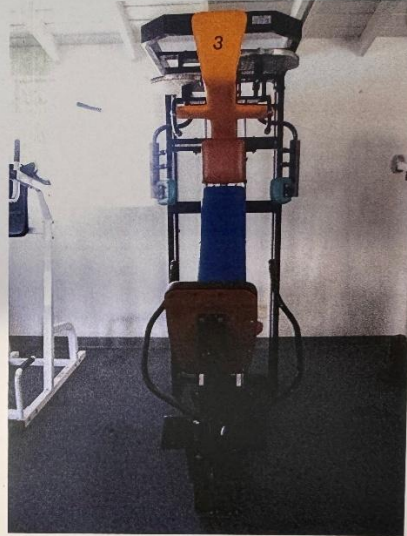
#4 Techno Gym / Multi Hip



#5 Techno Gym / Strength Line



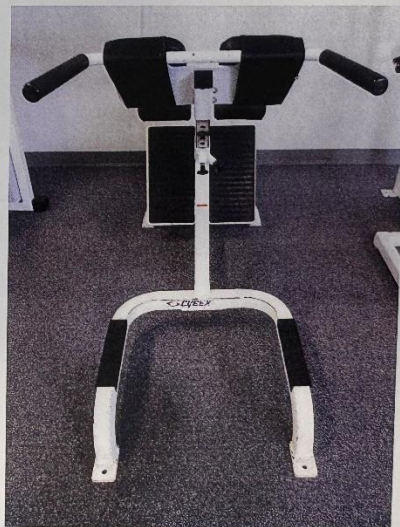
#7 Nautilus / Chess Press



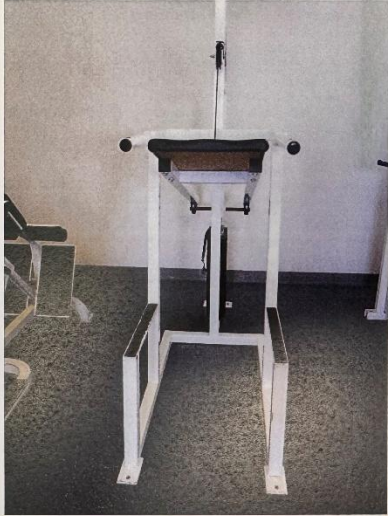
#8 Techno Gym / Strength Line



#9 Cybex / Sit up machine



#10 Power Source / Pull up Machine



#11 Techno Gym/ Vertical row



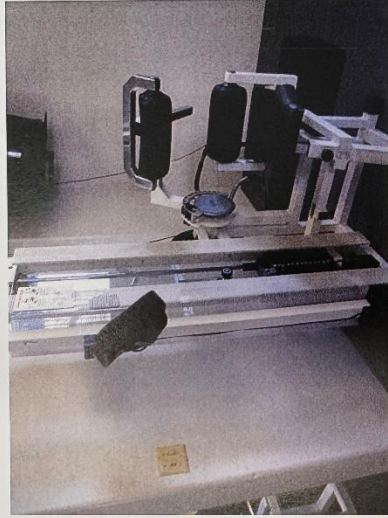
#12 Cybex / Strength System



#13 Techno Gym /Strength Line



#14 Techno Gym / lower Back



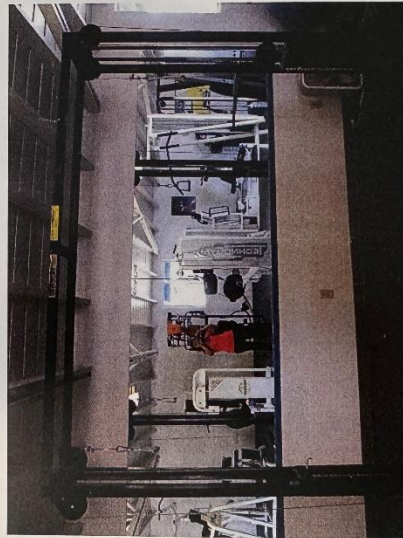
#15 Cybex / pedaling seat



#16 Essential / Pedaling seat



#17 Gibson Pro-line / Weight bar



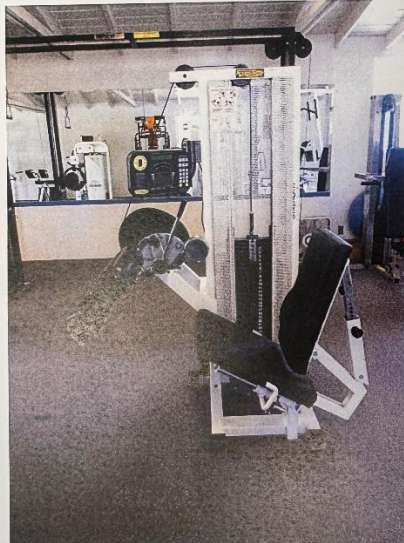
#18 Hoist Fitness / Shoulder Press



#19 Chess Press



#21 Techno Gym / Leg curl set



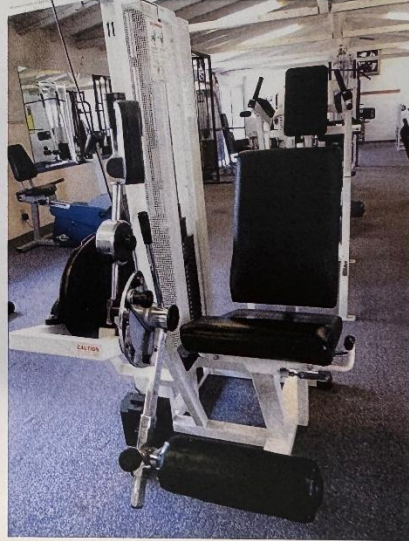
**#22 Paramount performance line
Abdominal crunch**



#23 Cybex / Pull up bench



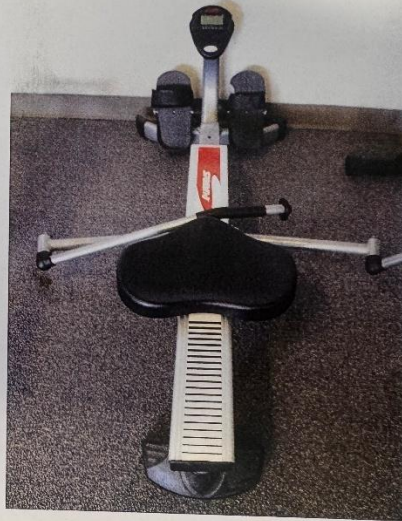
#24 Techno Gym / Leg extensions



#25 Techno Gym / Abdominal crunch



#26 Stamina / Body Trac Glider



#27 Weslo / Cardio Glide



#28 Life Styler Cardio Fit

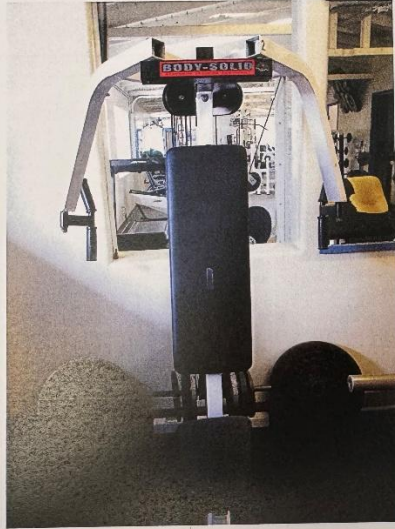


#1 Techno Gym / Weight press

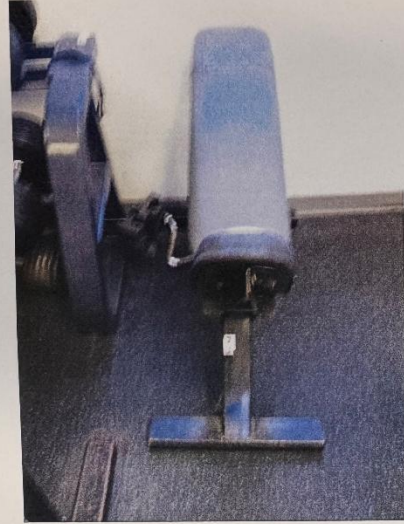
#29 Zenith TV (mounted on wall)



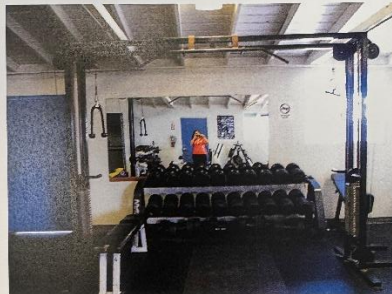
#2 Body Solid / Training Equipment



#3 Bench Press (gray)



#4 Total Weight pull bar



#5 Free weights set (20 Pieces)

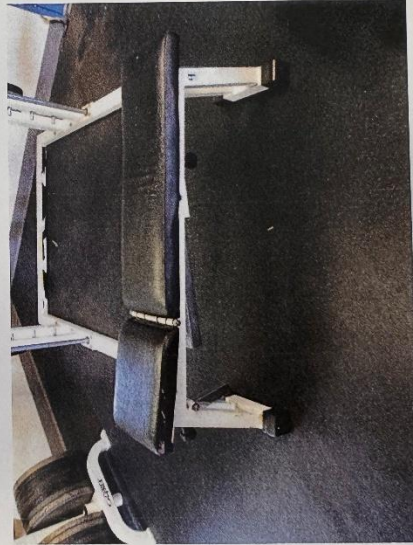
#6 Bench Press (white)



#7 Apex / Bench Press (gray)



#8 Techno Gym / Multit power (base version)



#9 Bench Press (white)

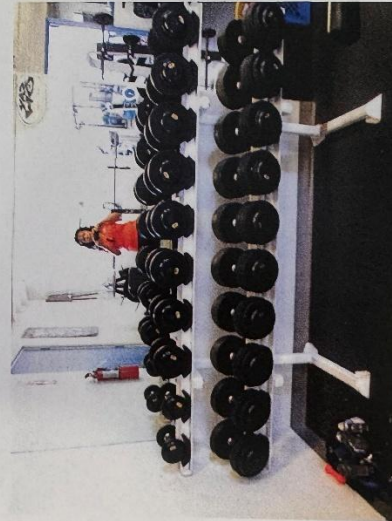
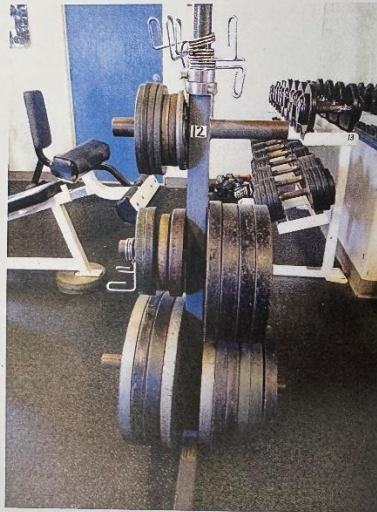
#10 Weights / Barbells (34 pieces)



#11 Canian Weight Bar (set of 10)



#12 Barbell set (set of 25)



#13 Free weights set 10 lbs. - 75 lbs. (set of 20)

#14 Laying Bench Press



#15 Small bench press seat

#16 Barbells (Set of 33)

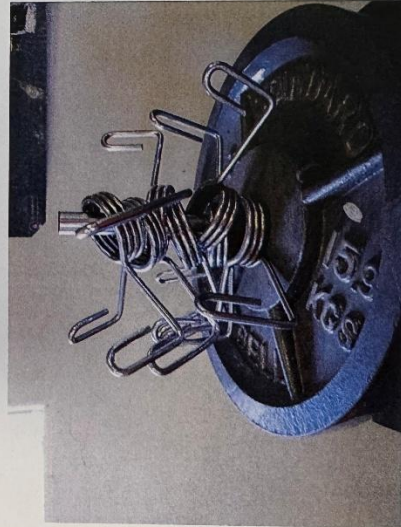


#17 Bar bell clips (set of 6)

#18, 19, 20 Barbell bars (set of 3)

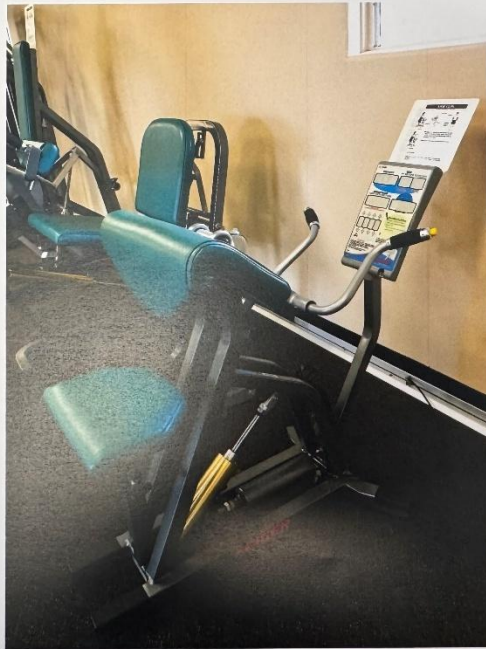


#16 Barbell Set (set of 25)



#21 Assorted sizes hand weights





Treadmills in the front Room

