

**OFFICE/ RENTAL
AGREEMENT**

ORIGINAL

THIS Office Rental Agreement ("Agreement") is made and entered into as of **July 1, 2014**, by and between **City of San Diego** with an address of **1200 Third Avenue, Suite 1700, San Diego, Ca 92101** ("Renter") and the Black Contractors Association, Inc., (BCA) located at 6125 Imperial Avenue, San Diego, CA 92114. Renter desires to occupy Suite "D" at the BCA location at 6125 Imperial Ave., San Diego, CA 92114.

1. Space provided by BCA

BCA will provide two (2) air conditioned offices identified on the attached Exhibit A as "M" and "N", one (1) warehouse parking space that is twenty-four (24') feet wide and at least twenty five (25') feet deep, and two (2) outdoor parking spaces to Renter. The Space shall be provided to Renter clean and free of all furniture and debris. The Space will be utilized by the City of San Diego's Fire Rescue Department. BCA shall pay the cost of all utilities, janitorial and maintenance services, for said space. In addition, Renter shall have use of the kitchen/microwave, conference room, restrooms and shower. Said space is identified on the attached Exhibit A. Renter shall have access to the Space at all times, but normally intends to utilize the Space from 8am to 8pm, everyday. Renter's vehicle will be parked overnight in the warehouse parking space.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on **July 1, 2014**, for a period of six (6) months and will continue on a month to month basis thereafter. Renter shall be allowed early access to the Space commencing June 25, 2014, to install furniture and equipment and to service the warehouse garage roll up door.

3. TERMINATION OF AGREEMENT

BCA reserves the right to terminate this Agreement upon thirty days (30) written notice in the event of any failure by Renter to promptly pay for services rendered by BCA as described in Paragraph 1. Renter reserves the right to terminate upon thirty (30) days written notice.

4. PAYMENT TERMS

Rent shall commence July 1, 2014. Renter will pay BCA rent in the amount of two thousand four hundred thirty three dollars (\$2,433.00) on the first of each month during the first six months of this Agreement. The rent shall be reduced to one thousand six hundred dollars (\$1,600.00) per month thereafter. Any rent received after the fifth day (5th) of each month will be subject to a \$25.00 late fee charge up to 10 days. Any payment received beyond the tenth day (10th) day will be subject to a \$50.00 late charge fee.

Notice to pay rent will be assumed to be automatic, by the statement of the terms herein, each month on the first day, without invoicing by BCA.

5. REMEDIES AVAILABLE TO BCA IF RENTER FAILS TO PAY

(a) In accord with Paragraph 4, entitled "Payment Terms", in this Agreement, if Renter fails to pay in full any BCA Invoice within the terms outlined herein, BCA, at its option, may:

- a) Pursue any legal or equitable remedy which BCA may have under applicable law or under the Agreement. Renter will pay costs, including reasonable attorney's fees, incurred by BCA or its agents or representatives in collecting past due payments.

Upon payment in full by Renter, BCA, in its sole discretion, may either (1) resume Service to Renter; or (2) notify Renter of the termination of this Agreement.

- a) In the event Renter files any petition seeking the protection for relief provided by the federal bankruptcy law or by any state statute providing debtors relief or protection, or if a petition for Renter's involuntary bankruptcy or receivership is filed against Renter, BCA may immediately terminate this Agreement upon written notice thereof to Renter.

6. NOTICES:

All notices and other communications between the parties under this Agreement shall be in writing and deemed duly given either (i) when delivered in person to the recipient named as below (ii) confirmation that the electronic mail has been delivered through an electronic mail server, (iii) three business days after mailed either registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address, including electronic mail address, to the party intended as follows:

City of San Diego
Attn: Mary Carlson
1200 Third Ave, Suite 1700
San Diego, CA 92101
Email: mmcarlson@sandiego.gov
Phone: 619-236-6079

Black Contractors Association, Inc.
Attn: Abdur-Rahim Hameed
6125 Imperial Avenue
San Diego, CA 92114
Email: nationalbca@aol.com
Phone: 619 263-9791

7. BCA agrees to the following terms and conditions:

- a) The 24 x 25 minimum size warehouse parking area shall be provided free of encumbrances and the existing raised concrete slab shall be removed by BCA.
- b) Security Alarm will be provided by BCA for rental space without charge.
- c) Warehouse parking roll up door shall be serviced by Renter so that it operates correctly.
- d) Renter, at Renter's expense, will install a remote control system on garage roll up door.
- e) BCA will provide a 10 x 6 foot area for Renters lockers in the Locker Area depicted on Exhibit A.
- f) BCA will allow Renter access to its WiFi system.
- g) Renter, at Renter's expense, will arrange for cable TV to be delivered into the two offices.
- h) BCA provide access to and maintain restroom facilities including a shower for City personnel to use.
- i) Renter, at Renter's expense, shall re-key the two offices and install a lock and/or re-key the warehouse parking area door.
- j) Renter's vehicle will be provided access to a 120 volt outlet in the Warehouse parking area.

8. LIABILITY

In no event shall BCA be liable for incidental or consequential damages of property or person, nor shall BCA'S liability for any claim or damage arising out of or in connection with Renter while on said property be enforceable, unless due to the gross negligence or intentional misconduct of BCA.

9. ASSIGNMENT

This Agreement, upon signing, may not be assigned or transferred by the Renter without prior written consent of BCA. Renter may not sub-rent said office space under any conditions to any other party without prior written consent from BCA.

10. INDEMNIFICATION

Renter shall indemnify and hold harmless BCA from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities including, but not limited to, reasonable attorneys' fees arising out of, connected with, or resulting from the use of the Space provided by BCA.

11. MISCELLANEOUS

- (a) This Agreement constitutes the entire understanding between the parties hereto and supersedes all negotiations, representations, prior discussions and preliminary agreements between the parties hereto.
- (b) The parties agree that no representations or warranties have been made to induce the making of this Agreement, which are not expressly stated in this Agreement. No amendment to this Agreement shall be valid unless reduced to writing and signed by all of the parties hereto, their successors, or assigns.
- (c) The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- (d) No waiver by either party hereto of any breach of this Agreement by the other shall be deemed to be a waiver of any proceeding or succeeding breach thereof.
- (e) If any portion of this Agreement shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- (f) This Agreement shall be construed in accordance with the laws of the State of California.

- (g) Renter agrees that any legal action involving this Agreement in any way will be instituted in the Circuit Court of San Diego County in the State of California, and the Renter consents to jurisdiction of these courts over Renter's person for purpose of such legal action.
- (h) The Renter has accurately represented its legal status (i.e., corporation, partnership, or individual, etc.) and has also applied for credit using its legal name along with any trade names or affiliate names.

Authorized Signature: [Signature]
Black Contractors Association, Inc.

Date: 06-12-2014

ACCEPTANCE OF AGREEMENT

The above specifications and conditions are satisfactory and are hereby accepted as legally binding. BCA is authorized to lease the space specified herein. Payment will be made in accordance with the specified terms.

(Renter): City of San Diego, a California municipal corporation

Authorized Signature: [Signature]
Name: Kristin Gritz
Title: Interim Director Real Estate Assets
Date: 6/17/14

Approved as to form and legality this <u>17th</u> day of <u>June</u> , 2014.
JAN I. GOLDSMITH, City Attorney
BY: <u>[Signature]</u>
Name: <u>Debra J. Bevler</u>
Title: <u>Deputy City Attorney</u>

Exhibit A

