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CITY OF SAN DIEGO

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CONSENT TO SUBLEASE AGREEMENT



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11-17-04

The City of San Diego (CITY), as LESSOR under that certain Lease Agreement (Master Lease), as entered into with

SAN DIEGO INDOOR SOCCER, INC.

(LESSEE) and filed in the Office of the City Clerk as Document RR-298552, hereby consents to that certain Sublease Agreement (Sublease) dated October 1, 2004, attached hereto, between the above LESSEE (SUBLESSOR) and

DRAGON MARTIAL ARTS

(SUBLESSEE). The Sublease shall be subordinate to the Master Lease in all respects. CITY is merely approving SUBLESSEE and the proposed use, and all terms and conditions of the Master Lease shall control and supersede any inconsistent or contrary provisions in the Sublease. CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Master Lease.

In addition, this consent is subject to the following conditions:

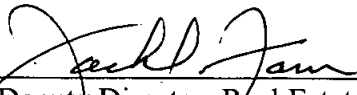
1. ASSIGNMENT AND SUBLEASING: SUBLESSEE shall not assign the Sublease or sublet the subleased premises or any part of the subleased premises without the prior written consent of CITY. An assignment by operation of law shall automatically terminate the Sublease.
2. HOLD HARMLESS: SUBLESSEE shall assume the defense of, indemnify, and hold harmless CITY, its elected officials, officers, employees, agents, and representatives from all claims, expenses, and liability of every nature, directly or indirectly arising from or alleged to have arisen from the operations conducted on the subleased premises, the condition of the subleased premises, or from any act or omission of SUBLESSEE, its agents and invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its elected officials, officers, employees, agents, and representatives.
3. INSURANCE: SUBLESSEE shall be insured by an insurance carrier acceptable to CITY against loss from public liability arising from the use or condition of or operation conducted on the subleased premises. Minimum coverage shall be two million dollars (\$2,000,000) combined single limit liability. A copy of the policy of insurance shall be filed with CITY and shall, by separate endorsement, name "The City of San Diego, its elected officials, officers, employees, agents, and representatives" as additional insureds. The policy shall specify that the policy may not be terminated, altered, or canceled without thirty (30) days prior written notice to CITY by the insurance company.

ORIGINAL

4. LEGAL PROCEEDINGS: Should it become necessary for CITY to commence legal proceedings to collect rent, recover possession, or enforce any other provision of this consent, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
5. PERMITTED USE: SUBLESSOR and SUBLESSEE agree that use of the subleased premises shall be limited to martial arts instructional classes and office of SUBLESSEE. SUBLESSEE agrees to have all of its patrons sign a liability waiver in a form approved by CITY indemnifying CITY against liability in the event of injuries to patrons.
6. ASSUMPTION: SUBLESSEE agrees to assume the rights and obligations of the Master Lease and to keep and perform all covenants, conditions, and provisions of the Master Lease which are applicable to the rights acquired.
7. LIABILITY WAIVER: SUBLESSEE shall require its patrons to sign a liability waiver agreement satisfactory to CITY.

THE CITY OF SAN DIEGO

Date 12-20-04

By 
Deputy Director, Real Estate Assets Department

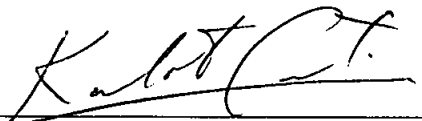
SAN DIEGO INDOOR SOCCER, INC., a California corporation

Date 11-26-04

By  PRES

DRAGON MARTIAL ARTS

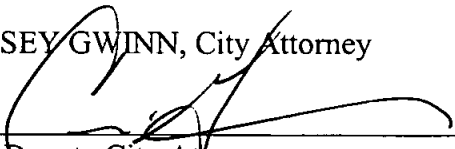
Date 11/30/04

By 

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

Date 12/3/04

By 
Deputy City Attorney

PC/cj

11/8/04

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Tenancy Agreement

THIS LEASE dated this 1st day of October, 2004

BETWEEN:

San Diego Indoor Soccer
Address: 2720 Howard Avenue
Telephone: 619-280-7275
(the "Landlord")

OF THE FIRST PART
- AND -

Dragon Martial Arts
Address: 2720 Howard Avenue
(the "Tenant")
OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Premises

1. The Landlord agrees to rent to the Tenant the downstairs unit described as 2720 Howard Ave, San Diego, Ca 92104, (the 'Premises') for use as business premises only.

Term

2. The term of the Lease is a periodic tenancy commencing at 12:00 noon on 1 Oct. 2004 and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.

3. Notwithstanding that the term of this Lease commences on 1 Oct. 2004, the Tenant is entitled to possession of the Premises at 12:00 noon on 1 Oct. 2004.

Rent

4. Subject to the provisions of this Lease, the rent for the Premises is \$600.00 per month (the 'Rent').

5. The Tenant will pay the Rent on or before the 1st of each and every month of the term of this Lease to the Landlord at 2720 Howard Ave San Diego Ca 92104, or at such other place as the Landlord may later designate.

6. The Tenant will be charged an additional amount of 10% of the rental payment for any late rental payments.

Quiet Enjoyment

7. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term, subject to the demands of his business.

Insurance

8. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Renter's Policy of Insurance.

9. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the building of the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

10. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord with the City of San Diego and San Diego Indoor Soccer listed as additional insured. \$2 million combined single limit liability per occurrence with the City as an additional insured. A copy of the signed sublease, insurance certificate, and \$600 processing fee needs to be sent to me so I can get the City's formal written consent, which is required in our lease.

Governing Law

11. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

12. If there is a conflict between any provision of this Lease and the applicable legislation of the State of California (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Maintenance

13. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.

14. The Tenant will keep the Premises reasonably clean.

15. The Tenant will not engage in any illegal trade or activity on or about the Premises.

16. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

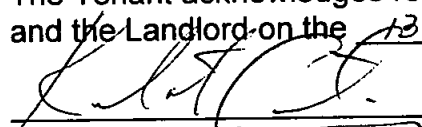
17. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

IN WITNESS WHEREOF San Diego Indoor Soccer and Dragon Martial Arts have duly affixed their signatures by duly authorized officers under seal on this 13th day of September, 2004.

San Diego Indoor Soccer

Dragon Martial Arts

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 13th day of September, 2004.



Dragon Martial Arts



DRAGON MARTIAL ARTS

2720 HOWARD AVENUE * SAN DIEGO * CA * 92104

Registration Form

Applicant's Information

Today's Date : _____

Name: _____ Male Female

Name of parents (if applicant is a minor): _____

Address: _____
(Street number & name) (City) (State) (Zip Code)

Telephone No. () _____ () _____ D.O.B. ____/____/____
(Home) (Work)

E-mail Address: _____ Occupation/Education: _____

How is your health, any medical problems? Explain: _____

Did you know about our referral program? Y N Referred by: _____

Previous Experience: Y N If yes: _____
(Your rank and style)

(Club's Name & address) (Instructor's Name & rank)

TERMS

- A. Care will be taken to avoid injury to fellow students and myself at all times. **Dragon Martial Arts** shall not be liable for damages or injuries arising from any lessons.
- B. Tuition shall be paid as set fourth in the installment contract. I understand that all monies are **non-refundable for any reason.**
- C. I will obey all rules and conduct myself in a manner of a responsible student in class and in daily life. I shall never, 1) bring disgrace upon **Dragon Martial Arts** or 2) abuse the knowledge I have obtained at **Dragon Martial Arts**

APPROVAL

I have completed the registration form and read the above terms. I hereby swear to faithfully fulfill my duty as a student of this Institution.

Student _____ Parent _____

OFFICIAL USE ONLY

Start Day		Uniform Size	
Course		Payment	

Dragon Martial Arts

VOLUNTARY RELEASE-WAIVER-ASSUMPTION OF RISK AND FULL INDEMNITY AGREEMENT

The undersigned participant hereinafter referred to as the "undersigned" requests and is granted the revocable permission to enter upon the premises of Dragon Martial Arts, hereinafter referred to as "Owner", to participate as a training student or spectator in said martial arts training and/or matches, and/or tournaments, and/or practices, and/or activities that may be conducted within the Owner's premises. Said entry shall be referred to as "revocable permissive entry."

In consideration of the "revocable permissive entry", onto the premises of the Owner, the undersigned himself/herself, all personal, representatives, executors, executrixes, heirs next to kin, spouse, and assigns do hereby agree as follows:

1. The undersigned do hereby FULLY REALESE, FULLY WAIVE, FULLY DISCHARGE, AND COVENANT NOT TO SUE, the operators or Owner, its officers, directors, shareholders, employees, agents, managers, attorneys, subsidiaries, independent contractors, successor or assigns, (hereinafter collectively referred to as "releasees") and each of them, from any and all claims, and/or the ordinary negligence of released, and/or the strict liability, and/or the negligence of any third party or participant, which causes the undersigned injury, death, personal injury, bodily injury, property damages, or any other type or kind of injury, and/or loss, and/or damages. The undersigned hereby covenants to hold "releasees" harmless from and to fully indemnify "releasees" for any type or kind of damages, judgments, awards, or related expenses (including but not limited to releasees' attorney fees and court costs) that "releasees" may incur as a result of the participation of the undersigned in any activity, and/or training, and/or match, and/or practices, and/or tournaments, conducted within Owners premises at any time.
2. The undersigned verifies that he/she is physically fit to and train in Owner's practices, tournaments, matches, and other activities and that the undersigned's physical condition for participation in Owner's training, practices, tournaments, matches, and other activities has been verified by a licensed medical doctor during the last six months. The undersigned verifies that he/she has and shall maintain sufficient medical insurance to cover any and all medical, expenses that may arise from the undersigned's participation in the Owner's activities and undersigned does not, and shall not rely upon or look towards Owner and /or the "releasees".
3. The undersigned ACKNOWLEDGES that there is INHERENT DANGER in the participation in any and all Martial Arts activities including but not limited to training, matches, practices, tournaments, and other activities, which the undersigned appreciates and voluntarily assumes. The undersigned has inspected the Owner's premises and THE UNDESIGNED VOLUNTARILY ELECTS TO ACCEPT ALL RISKS CONNECTED WITH HIS/HER PARTICIPATION IN ALL MARTIAL ARTS ACTIVITIES, AS DISCRIBED ABOVE. THE UNDESIGNED HAS READ THIS DOCUMENT CAREFULLY AND FULLY UNDERSTANDS EACH AND ALL OF ITS TERMS. THE UNDESIGNED UNDERSTANDS THAT IT IS A RELEASE OF ALL CLAIMS. THE UNDESIGNED UNDERSTANDS THAT HE/SHE ASSUMES ALL RISKS INHERENT IN ALL MARTIAL ARTS PARTICIPATION. THE UNDESIGNED VOLUNTARILY SIGNS HIS/HER NAME EVIDENCING HIS/HER ACCEPTANCE OF THE ABOVE PROVISIONS.
4. If the provision of this agreement is held to be illegal or invalid by a court of competent jurisdiction, such provisions shall be considered severed and deleted. Such severance and deletion shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect.

5. This voluntary Release-Waiver-Assumption of Risk and Full Indemnity Agreement shall be in full force effect at all times during undersigned's participation in the martial arts activities, of any kind or nature, and for whatever period of the time the undersigned participates in said activities, either continuously or from time to time, as the case may be.
6. Should any dispute arise pertaining to the terms of this agreement, or should any action be filed or commenced to enforce the terms of this agreement, the prevailing party shall be entitled to recover it's reasonable attorney fees and costs, whether or not such dispute proceeds to judgment.
7. I understand that **all the above (previous) apply** not only to Dragon Martial Arts, but **to San Diego Indoor Soccer and the City of San Diego.** Initials _____

Name _____ Today's Date _____ Sex: M F

Street Address _____ City and State _____ Zip Code _____

Home Telephone Number _____ Work _____ Date of Birth ____/____/____

E-mail Address _____ Occupation/Education _____

Did you know about our referral program? Y N _____

Referred By _____

Previous Experience: Y N

IF THE PARTICIPANT (PLAYER) NAMED HEREIN IS UNDER THE AGE OF EIGHTEEN (18) YEARS, COMPLETE BELOW:

I, participant's parent or legal guardian, hereby consent and affirm the foregoing VOLUNTARY RELEASE-WAIVER-ASSUMPTION OF RISK AND FULL INDEMNITY AGREEMENT on _____. On behalf participant, myself, and participant's family and all other parties stated above. By affirming and consenting to the Voluntary Release-Waiver-Assumption of Risk and Full Indemnity Agreement, it is my intentions that the terms of this document by and through my consent are as if the participant were an adult rather than a minor.

Print Name or Parent's or Guardian's Name Legibly (If minor)

Student's Signature or Parent's or Guardian's Signature (If minor)

OFFICIAL USE ONLY

Start Day		Uniform Size	
Course		Payment	
Student Number		Previous	

Notes: _____

Dragon Martial Arts

2720 Howard Avenue * San Diego * CA * 92104

MEMBER'S INFORMATION

Name: _____ Today's Date: ____/____/____ Student # _____
 Address: _____ Date of Birth: ____/____/____
 _____ Social Security Number: _____

 E-mail Address _____ Home Phone Number _____ Work Phone Number _____

RETAIL INSTALLMENT AGREEMENT

SELLER: DRAGON MARTIAL ARTS

Description of Membership Sold:

BEGINNER ☐ INTERMEDIATE ☐

BLACK BELT CLUB ☐

BEGINNING DATE ____/____/____

EXPIRATION DATE ____/____/____

MEMBER NAME _____ AGE _____

ADDITIONAL MEMBERS

STATEMENT OF TUITION

The Member promises the Seller, the Said
 unpaid balance of \$ _____ Dollars in _____
 Consecutive monthly installments of \$ _____
 Dollars each, payable on the same date each month;
 the first payment is due on the _____ day of _____
 20____.
 Credit Card# _____
 Visa MC Discover AMEX Exp. Date _____

1. Cash Price \$ _____
2. Down Payment _____
3. Unpaid Balance _____
4. Service Charge _____
5. Total Amount (3 & 4) _____

Comments: _____

TERMS AND CONDITIONS

The Member agrees to pay the entire balance on or before the DUE DATE listed above in the Statement of Tuition. All promotion examination fees are excluded from agreement. The Member further understands that this is **non-cancelable and non-assignable**.

The Member understands and also agrees that no claim for refund of any amount paid may be made by reason of his/her absence or withdrawal for the course or Studio. A late fee of \$20 will be charged for payment after the due date. There will be a \$30 return fee on each returned check.

It further agreed that DRAGON MARTIAL ARTS (hereinafter referred to as THE STUDIO) obligates itself to furnish a competent instructor for teaching the above-mentioned course of instruction.

The Member also understands that the Studio reserves the right to change hours, days and place of training , with seven (7) days in advanced notice.

WITNESSETH: DRAGON MARTIAL ARTS
MEMBER ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT

AUTHORIZED AGENT

DATE

MEMBER

DATE