



R. REX PARRIS
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MARVIN CRIST
VICE MAYOR

KEN MANN
COUNCIL MEMBER

RAJ MALHI
COUNCIL MEMBER

LAUREN HUGHES-LESLIE
COUNCIL MEMBER

TROLIS NIEBLA
CITY MANAGER

44933 Fern Avenue
Lancaster, CA 93534
661.723.6000
cityoflanasterca.org

COMMERCIAL LEASE AGREEMENT

This COMMERCIAL LEASE AGREEMENT ("Agreement") is made and entered into on this 10 day of December, 2024, by and between the City of Lancaster ("Landlord" or "City") and Antelope Valley Foster Friends ("Tenant"), who agree as follows:

1. **Premises:** Landlord rents to the Tenant and Tenant rents from the Landlord the 2,200 square feet commercial real property unit, known as 44812 Cedar Avenue, Lancaster, California 93534 (the "Premises").

2. **Term.** The term of this Agreement shall commence on January 1, 2025 and

- ☒ expire on December 31, 2025. Any holding over after the term of this Agreement expires, with Landlord's written consent, shall create a month-to-month tenancy that either party may terminate as specified for month-to-month tenancy below. Rent shall be at a rate equal to the rent for the immediately preceding year, payable in advance. All other terms and conditions of this Agreement shall remain in full force and effect.
- ☐ continue as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws.

3. **Rent.** Tenant agrees to pay to Landlord, without any prior demand therefor, annual rent due in advance on or before the 1st day of each and every January in the amounts shown in the schedule below ("Rent"):

January 1, 2025 to December 31, 2025	\$1.00 per year
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Rent shall be made payable to the "City of Lancaster" and mailed or delivered to Landlord at the following address:

City of Lancaster
Attn.: Accounts Receivable/PARCS
44933 Fern Avenue
Lancaster, CA 93534



4. **Security Deposit.** Tenant agrees to pay Landlord \$500 as a security deposit. All of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. The security deposit shall not be used by tenant in lieu of payment of last month's rent. If all or any portion of the security deposit is used during tenancy, Tenant agrees to replenish the amount used within 5 days after written notice is delivered to the Tenant. Within 30 days after Landlord receives possession of the Premises, landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security to the Tenant.

4.1 **Key Deposit.** Upon receipt of first month's rent payment, security deposit and signed contract, the Tenant will be provided with two (2) keys and shall tender the deposit amount of \$30/key (total of \$60) by January 1, 2025. Tenant agrees to and shall pay an additional deposit of \$20 for each requested additional unit key.

5. **Utilities.** The Rent amount includes standard maintenance, which maintenance includes water, trash, landscape maintenance, security services and exterior utilities. Landlord shall pay or provide for the payment of electrical and gas utility service ..

6. **Use of Property.** Subject to the conditions stated in this Agreement, the Premises shall be used for the sole purpose of operating and conducting the Tenant's business known as Antelope Valley Foster Family. Specifically, the following use(s) is/are permitted under this Agreement:

- Foster Family Resource Center

No other use(s), other than the use(s) specified in this section 6, is/are permitted without Landlord's prior written consent. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with neighbors, or use the Premises for any unlawful purposes, including, but not limited to, committing a waste or nuisance on or about the Premises. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost.



7. **Condition of Property.** Tenant acknowledges and agrees that the Premises are rented to Tenant in an “as is with all faults” condition. Tenant acknowledges and agrees that Landlord has made no oral or written representations or warranties of any nature whatsoever as to condition or use of the Premises.

8. **Accessibility Disclosure.** Pursuant to California Civil Code Section 1938, Landlord discloses to Tenant that the Premises has not undergone inspection by a Certified Access Specialist.

9. **Alterations.** Tenant shall not make any alterations, additions or improvements in or about the Premises during the term of this Agreement without first obtaining Landlord’s written approval, subject to the Landlord’s sole and absolute discretion. Any alterations to the Premises shall be done by licensed contractors with all requisite permits, inspections and approvals. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord’s interest in the Premises. Landlord may also require Tenant to provide Landlord with a lien release from any contractor performing work on the Premises. Landlord shall have the right to inspect the Premises at the time of final permit inspection and approval and may take photographs and measurements of the Premises and/or any improvements, alterations and additions.

10. **Maintenance of Property.** Landlord shall professionally maintain and repair the interior of the Premises including heating, air conditioning, electrical, plumbing and water systems (“Systems”), if any, and keep glass, windows and doors in operable and safe condition. Landlord shall professionally maintain and repair, at Landlord’s sole cost and expense, the roof and roof components, foundation exterior walls, or portions thereof located exterior to the Premises. “Maintain and repair” shall mean and include the performance and furnishing of all repairs, cleaning, replacements, renewals, alterations, additions, improvements and betterments, necessary to keep the Premises in as good condition as upon commencement of this Agreement, except for reasonable wear and tear, and/or as required by all governmental agencies with jurisdiction over the property of which the Premises is a part. Tenant shall obtain the Landlord’s prior written approval, subject to the Landlord’s sole and absolute discretion, prior to commencing said repairs; provided, however, that in the event of an emergency, Tenant shall make repairs and notify Landlord in writing within twenty-four (24) hours after said repairs



commenced. Tenant shall make the Premises available to Landlord or Landlord's agent for the purposes of entering to make inspection before and after any repairs are performed. In the event the Tenant fails to commence or diligently pursue to completion, any needed repair or replacement of the Systems in the interior of the Premises, or if any needed repair or replacement of the Systems in the interior of the Premises would impact portions of the Systems located exterior to the Premises, Landlord shall make the repairs or replacements at Tenant's sole expense. Upon termination of this Agreement, Tenant shall surrender the Premises to Landlord in the same condition as at the commencement of the term of this Agreement, except for reasonable wear and tear, and except for damages or loss to the buildings and premises when such loss is covered by the insurance required by this Agreement.

11. **Quiet Enjoyment; Nuisance.** Tenant shall not use or maintain the Premises in any manner that interferes with other neighbors' quiet enjoyment of their premises or that constitutes a nuisance pursuant to the Lancaster Municipal Code.

12. **Compliance with Law.** Tenant warrants to Landlord that it shall comply, at its expense, with all statutes, ordinances, rules, orders, and regulations of the federal, state, county, and municipal authorities now in effect or which may hereafter come into effect, relating in any manner to Tenant's use or occupancy of the Premises during the Term.

13. **Mechanic's Liens.** Tenant shall keep the Premises free from any and all liens arising out of any work performed, material furnished, or obligations incurred by Tenant.

14. **Property Tax.** Tenant acknowledges and agrees that Tenant shall be solely responsible to pay any and all possessory and/or other unsecured property taxes to Los Angeles County based on the value of this lease.

15. **Forum Selection.** Any action commenced pursuant to this Lease shall be initiated in the Los Angeles County Superior Court or other appropriate court in that county.



16. **Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between Tenant and Landlord in connection with this Lease, then as between Landlord and Tenant, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees incurred in connection with such action, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.

17. **Signs.** All signs and other advertising or display devices on the exterior of the Premises shall be subject to the requirements of the law and/or ordinances and Landlord's prior written approval, subject to the Landlord's sole and absolute discretion. Tenant shall, at Tenant's expense, maintain and keep in good repair all such signs and other devices as required by law.

18. **Entry.** Tenant shall make the Premises available to Landlord or Landlord's agent for the purposes of entering to make inspection, necessary or agreed repairs, alternations, or improvements or to supply necessary or agreed services, or to show Premises to prospective purchases, tenants, contractors or lenders. In the event of Tenant's continued occupancy of the Premises after the expiration of this Agreement, on a month-to-month tenancy, Tenant shall make the Premises available to Landlord or Landlord's agent for inspection, at or around the time of the creation of the month-to-month tenancy. Landlord shall have the right to take photographs, measurements and/or videotape of the Premises during any inspection. Landlord and Tenant agree that 24 hours' notice (verbal or written) shall be reasonable and sufficient notice for any entry pursuant to this section, provided, however, that in an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice. If Tenant changes any lock on an entry door, Tenant shall provide Landlord with a copy of the key to the new lock.

19. **Insurance.** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent actors of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$2,000,000.00 (two million dollars). Tenant's liability insurance shall name "the City of Lancaster, its elected officials, officers, employees and volunteers as additional covered parties, but only insofar as the operations under this contract are concerned". Tenant shall provide Landlord with a certificate of insurance and additional insured endorsement establishing establishing Tenant's compliance prior to the effective date of this Agreement. Failure to timely provide such certificate shall constitute a breach of the terms of this Agreement as set forth in Section 21 of this Agreement. Both Landlord and Tenant release each other, and



waive their respective rights to subrogation against each other, for loss of damage covered by Insurance.

20. **Release; Waiver; Acknowledgment.** Tenant hereby forever releases, discharges and acquits the City, its City Council and the members thereof, and its officers, elected and/or appointed officials, employees and agents, from any and all sums of money, claims, contentions, allegations, demands, accounts, actions and/or causes of action whatsoever heretofore arising or now existing by virtue of any matter, fact, transaction or occurrence whatsoever, whether known or unknown, suspected or unsuspected, relating to any condition(s) at the Premises, past or present ("Claims").

Tenant understands and agrees that the foregoing Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected with specific reference to the Claims, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Said section reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Tenant further understands that the facts in respect of which the foregoing release is given may hereafter turn out to be other than or different from the facts now known to Tenant or believed by Tenant to be true, and Tenant expressly assumes the risk of the facts turning out to be so different and agree that the foregoing release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

Tenant understands and acknowledges and expressly agrees that Tenant shall not be entitled to relocation benefits of any kind at any time pertaining to Tenant's occupancy and/or vacation of the Premises.



21. **Notice.** Notices pertaining to this Agreement shall be served by email, mail, facsimile, or courier at the addresses listed below. Notice is deemed effective upon (i) personal receipt by either party or their agent or (ii) 5 days after mailing notice to such location, whichever occurs first.

Landlord: City of Lancaster

Attn.: Parks, Arts, Recreation, and Community Services
(PARCS)

c/o Trolis Niebla, City Manager

44933 Fern Avenue

Lancaster, CA 93534

Tenant: Antelope Valley Foster Friends

3100 W. Avenue K

Lancaster, CA 93436

c/o Kate Downing

Email: director@avfosterfriends.org

Phone: 661-434-5207

22. **Breach of Contract/ Early Termination.** In the event that Tenant fails to cure any breach of this Agreement within ten (10) days after issuance of written notice from Landlord, Landlord may, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy which Lessor may have by reason of such breach, terminate Tenant's right to possession of the premises by any lawful means, in which case this Agreement shall terminate and Tenant shall immediately surrender possession to Landlord. In such event and/or in the event Tenant gives notice of intent to terminate this Agreement prior to its expiration, Landlord shall be entitled to recover from Tenant: (i) the unpaid Rent which had been due and payable up to the time of termination; and (ii) any other amount necessary to compensate Landlord for the



detriment proximately caused the Tenant's failure to performs its obligations under this Agreement or which would be likely to result from said failure, including but not limited to the cost of recovering possession of the Premises, expenses of re-letting, including necessary renovation and alteration of the Premises, and reasonable attorneys' fees. In the event Tenant was charged a rent rate at less than the standard \$1.75 per square foot for some or all of the Term of this Agreement, pursuant to an incentive or other City purpose, Landlord shall be entitled to recover from Tenant the difference between the Rent actually paid up to the time of termination and the Rent that would have been paid at the full \$1.75 per square foot rate up to the time of termination. Efforts by Landlord to mitigate damages caused by Tenant's breach of this Agreement shall not waive Landlord's right to recover any damages to which Landlord is other entitled.

23. Tenant's Obligation Upon Vacating Premises. Upon termination of the Agreement, Tenant shall: (i) give Landlord all keys, including any copies, and/or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 10; (v) clean the Premises; (vi) give written notice to Landlord of Tenant's forwarding address.

24. Subletting/Assignment. Tenant shall not sublet or encumber all or any part of the Premises, or assign or transfer this Agreement or any interest in it, without the prior written consent of Landlord. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, shall be null and void, and at the option of Landlord, may be deemed as an early termination of this Agreement, pursuant and subject to the provisions set forth in paragraph 20 herein.

25. Waiver. No covenant, term or condition of this Agreement shall be deemed to have been waived by Landlord unless such waiver is in writing by Landlord. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Landlord of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.



26. **Indemnification.** Tenant shall indemnify, defend and hold Landlord, and its elected officials, officers, employees, agents and representatives, harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

27. **Controlling Law.** The laws of the State of California shall govern the validity, performance and enforcement of this Agreement.

28. **Entire Agreement.** All prior agreements between Landlord and Tenant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

29. **Authority.** Tenant and Landlord each represents to the other that the undersigned agent has authority to execute this Agreement on behalf of its respective party.

30. **Counterparts, Signatures.** This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. It shall not be necessary for every party hereto to sign each counterpart but only that each party shall sign at least one such counterpart. Faxed and/or digital copies of signatures or this Agreement shall have same effect as original signatures and/or original Agreement.



California Levine Act Statement

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Lancaster official from participating in any action related to a contract or application if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for twelve months following the date a final decision is rendered.

The Levine Act also requires a Lancaster City official who has received such a contribution to disclose the contribution on the record of the proceeding.

Current Lancaster City Council Members are listed at:

<https://www.cityoflancasterca.org/government/city-officials/city-council-copy>

Current Planning Commissioners are listed at:

<https://www.cityoflancasterca.org/government/commissions-appointments/planning>

Proposers are responsible for accessing this link to review the names prior to answering the following questions.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than \$250 to any Lancaster City Council Member or other city official in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

☐ YES If yes, please identify the Council Member(s)/city official(s):

☒ NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than \$250 to any Lancaster City Council Member or other city official in the 12 months following any Council action related to your proposal or application?

☐ YES If yes, please identify the Council Member(s) /city official(s)::

☒ NO

Answering yes to either of the two questions above does not preclude the Lancaster City Council from awarding a contract or approving an application or any subsequent action. It does however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.



LESSOR:
LANCASTER HOUSING AUTHORITY

By: _____

Trolis Niebla

Its: Executive Director

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Risk Management

APPROVED FOR SUBMISSION:

Director

LESSEE:

Antelope Valley Foster Friends

By: _____
Kate Downey

Its: Executive Director

Date: _____