

## LEASE AND AGREEMENT

As of May 10, 2006, the CITY OF CALIFORNIA CITY, hereinafter "Lessor" and Clarence (Jake) Mullenix, hereinafter "Lessee", agree as follows:

### Section 1. Description of Premises

Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises located adjacent to Par 3 First Tee, described as California City Par 3 Golf Course Starter Booth.

### Section 2. Term

- (a) The term of this lease is from the day, month and year as first above written, to April 30, 2010. This lease may be extended for an additional one (1) year term upon mutual agreement. Lessee agrees to an evaluation by Lessor of his performance at the end of 120 days from the date of this agreement, and each year thereafter.
- (b) Lessor may terminate the lease upon 30 days notice.
- (c) This lease may be terminated by either party subsequent to the terms of the 120-day evaluation period with a 90 day written notice.

### Section 3. Rent

The total rent and consideration under this lease are the obligation of the Lessee to perform the services set forth below.

### Section 4. Use of Premises

The premises will be used as a Par 3 Starter/Snack Booth and no other purposes without first obtaining the written consent of Lessor.

### Section 5. Lessee's Service

- (a) The Lessee agrees to operate the Par 3 Golf Course per the Attachment "A". The premises may be closed Thanksgiving, Christmas and New Year's Days. The premises may be closed a half day for Easter. Variation in these hours must be approved by the City Manager. Minor variations may be approved by the Lessee whenever inclement weather or alterations of the premises interfere with golf play.
- (b) During the scheduled hours, Lessee agrees to collect, account for, and deposit golf fees daily (except Saturday and Sunday) for the Par 3 Golf Course in accordance with the policies established by Lessor. The Lessee is not responsible for loss of receipts or contents of building due to theft or other acts committed by persons other than its agents or employees.
- (c) Lessee shall meet regularly with, and resolve issues with the City Manager, Parks and Recreation Manager, or other designee of the City Manager.
- (d) The Lessee will be paid one-half (1/2) of the golf fees collected and may retain all revenue generated by the sale of snacks and golf items. The Lessor will pay Lessee its share of golf fees in the month subsequent to the month in which the fees are collected.
- (e) At Lessee's sole expense, Lessee will obtain and maintain any and all permits or licenses that may be required by law in connection with operations.
- (f) The Lessee will coordinate with the Lessor the furnishing of Score Cards, Fee envelopes, and pencils for use on the Par 3 Golf Course, which the Lessor shall pay for.

### Section 6. Unlawful Use

The Lessee will not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises or use or allow the premises to be used for any unlawful purpose.

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**Section 7. Payment of Utilities**

The Lessor will pay for utilities furnished to the premises for the term of this lease, including electrical, gas, telephone (local calls only), refuse, and water service. The Parks & recreation crew will routinely pick-up and empty trash at the snack and proshop.

**Section 8. Repairs and Maintenance**

Lessee, at its expense, will maintain and keep the premises, including without limitation windows, doors and interior walls clean and in good condition and repair, under normal wear and tear. Lessor will maintain the building roof and air conditioning. Lessee expressly waives all rights to make repairs at Lessor's expense under Section 1942 of the Civil Code and all rights provided for by section 1941 of the Civil Code.

**Section 9. Lessor's Entry for Inspection**

Lessor reserves the right to enter the premises at reasonable times to inspect the same, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the premises leased are located, and Lessee agrees to permit Lessor to do so. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without incurring liability to lessee for disturbances of quiet enjoyment of the premises or loss of occupied thereof.

**Section 10. Signs**

Lessee will not construct or place or permit to be constructed or placed, signs, marquees or other structures projecting from the exterior of the premises without Lessor's written consent thereto. Lessee further agrees to remove signs, displays, advertisements or decorations within ten (10) days after receiving written notice from Lessor to remove the same. Lessor reserves the right to enter premises and remove them at Lessee's expense.

**Section 11. Lessor's Non-Liability**

Lessor will not be liable for liability or damage claims for injury to persons including Lessee and his agents or employees or for property damage from any cause relating to Lessee's occupancy of the demised premises.

**Section 12. Insurance**

Lessee will procure and maintain in force during the term of this lease and any extension thereof, at lessee's expense, public liability insurance in a company or companies acceptable to the Lessor. This coverage will be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in the area of, the leased premises occupied by Lessee, in an amount of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate liability limit.

Such insurance will name Lessor as additional insured. The Lessee agrees to obtain an insurance certificate for the Lessor identifying such policy of insurance and the Lessor as an additional insured and agreeing to notify Lessor in writing at least thirty (30) days prior to cancellation, amendment, or refusal to renew any such policy.

**Section 13. Assignment and Sublease**

Lessee agrees not to assign or sublease the leased premises or any part thereof to allow any other person except Lessee, his agents and employees to occupy the premises or any part thereof without first obtaining Lessor's written consent.

**Section 14. Attorney's Fees**

Should either party be required to bring an action to enforce this agreement or any part thereof, the prevailing party in such litigation will be entitled to recover reasonable attorney's fees from the other party, such fees to be filed by the court.

IN WHITNESS WHEREOF, the parties hereto have executed this Agreement, or caused it to be executed, as of the day, month and year first written above.

CITY OF CALIFORNIA CITY, LESSOR

\_\_\_\_\_  
By: William W. Way, Jr. City Manager

ATTEST:

\_\_\_\_\_  
Denise Hilliker, City Clerk

(seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Wayne K. Lemieux, City Attorney

Clarence Mullenix, LESSEE

\_\_\_\_\_  
By: Clarence (Jake) Mullenix

**Attachment "A"**

**California City  
Par 3 Golf Course**

**Operating Services**

**Scope of Services**

Lessee, Clarence (Jake) Mullenix, shall operate the City's Par 3 Golf Course located in Central Park. The course is a full 18 hole course, with the front 9 capable of being lighted.

**Times of Operation:**

January-March	Open at 8:00 AM until dusk
April	Open at 7:00 AM until dusk
May-June Lighted	Open at 7:00 AM until dusk, Friday & Saturdays until 9:00 PM
July-August	Open at 7:00 AM until noon, 5:00 PM until 9:00 PM, 7:00 until 9:00 PM on weekends.
September	Open at 7:00 AM until dusk, Friday & Saturdays until 9:00 PM Lighted
October	Open at 7:00 AM until dusk
November-December	Open at 8:00 AM until dusk

Lessee will plan and conduct at least ten (10) tournaments annually.

Lessee will participate in City sponsored events, as requested no less than 30 days notice, with tournaments or scheduled rounds.