

CITY COUNCIL MEETING

FEBRUARY 3, 1982

cc-6

AGREEMENT WITH  
ALCOHOLICS  
ANONYMOUS APPROVED

Council approved an agreement with Alcoholics Anonymous for the use of the Maple Square Fire House and authorized the City Manager and the City Clerk to execute the agreement on behalf of the City.

Pg 94

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of February,  
1982, by and between the City of Lodi, a municipal corporation, hereinafter referred  
to as CITY: and Alcoholics Anonymous,  
hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, City owns the premises commonly known as Maple Square Firehouse

and located at Lodi Avenue

Address

within the City of Lodi; and

WHEREAS, Lessee desires to use the premises to carry on a program of \_\_\_\_\_

Classes and Lectures

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto  
as follows:

(1) City agrees that Lessee may use the premises, commonly known as

Maple Square,

owned by City and located at Lodi Avenue  
Address

within the City of Lodi, to carry on a program of \_\_\_\_\_  
\_\_\_\_\_;

(2) The term of this Agreement shall be for a period of One Year

beginning on the date of the execution of this Agreement, and ending at midnight  
on February 1 19 83, unless terminated by either party  
without cause upon 30 days written notice.

(a) City assumes no responsibility by this Agreement or otherwise, upon termination  
of this Agreement pursuant to paragraph 2 or otherwise, to provide or find another  
facility for lessee.

(3) Neither City nor lessee is under any obligation to re-lease upon termination  
of this Agreement pursuant to paragraph 2 or otherwise.

(4) Lessee agrees to pay City a monthly rental of \$ 50.00 per month,  
as of the first day of each month, commencing February 1, 1983.

(5) ~~Utilities are included in rental percentage agreed upon.~~ Lessee agrees  
to pay all utilities on said premises.

(6) Lessee agrees to accept said premises in an "AS IS" condition.

(7) Lessee agrees to indemnify and hold City, its officers, agents and employees  
harmless for and defend against any and all claims and liabilities arising from damages or  
injury to persons and property during Lessee's occupancy of said premises. City shall be  
named as an additional insured on Lessee's comprehensive liability policy and a certificate

evidencing the same shall be filed with the City Clerk of the City in the following amounts:

- (a) Bodily injuries or death in the amount of  
\$ 500,000 for one person;
- (b) \$ 500,000 for one occurrence;
- (c) \$ 50,000 for property damage

(8) Lessee agrees that any repairs by Lessee or Lessee's agents or employees, must be undertaken only after approval by the City Manager of the City of Lodi or his designee.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands the date and year first above written.

CITY OF LODI, a municipal corporation

  
LESSEE

BY \_\_\_\_\_  
Henry A. Glaves  
City Manager

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Alice M. Reimche  
City Clerk