

CITY COUNCIL MEETING

JUNE 15, 1983

9447
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CC40

AGREEMENT WITH
LODI GRAPE AND
WINE ASSN. FOR
USE OF STADIUM
APPROVED

City Manager Glaves introduced Agenda Item k-3 - "Approve Agreement with Lodi Grape and Wine Association" highlighting the subject agreement, and responding to questions as were posed by the Council. On motion of Council Member Murphy, Snider second, Council approved the subject agreement and authorized the Mayor and City Clerk to execute the Agreement on behalf of the City.

COUNCIL COMMUNICATION

C/L
NO.

TO: THE CITY COUNCIL
FROM: THE CITY MANAGER'S OFFICE

DATE
MAY 10, 1983

SUBJECT: CONTRACT - GRAPE AND WINE FESTIVAL

ATTACHED ARE COPIES OF THE CONTRACT WITH THE
LODI GRAPE AND WINE FESTIVAL FOR REVIEW BY
THE CITY COUNCIL AND I WOULD LIKE TO HAVE IT
PUT ON THE CITY COUNCIL AGENDA AS SOON AS
POSSIBLE.

I THINK THAT THE CONTRACT IS SELF-EXPLANATORY,
I AM IN AGREEMENT WITH IT, AND WOULD RECOMMEND
THAT THE COUNCIL ADOPT SAME.



ED DE BENEDETTI, DIRECTOR
RECREATION & PARKS DEPARTMENT

ATTACH.

LEASE

THIS LEASE, entered into this 15 day of June 1983, by and between CITY OF LODI, a municipal corporation of the County of San Joaquin, State of California, Lessor, and LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, a corporation duly organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the County of San Joaquin, State of California, Lessee.

WITNESSETH:

That for and in consideration of the rent to be paid and the covenants to be faithfully kept by Lessee as hereinafter reserved and contained, Lessor does hereby lease to Lessee the Lodi Stadium property, as shown on Exhibit "A", attached hereto and incorporated herein by reference, situated in Pioneer Park in said City of Lodi, together with all bleachers, dressing rooms, and structures used in connection therewith and any and all equipment used in connection therewith.

That certain contract dated January 7, 1948, by and between the parties hereto and concerning said property is hereby terminated.

The period for which said stadium, structures and equipment are so leased, are for such one of the weeks of the month of September of each year, as Lessee may select. The term of this lease shall be for a period of ten (10) years, with option for ten (10) additional

years, commencing September of the year 1983 and ending with September of the year 1982. This lease may be extended for ten (10) years, provided that the Lessee notifies the Lessor of his intention to exercise this option and pays the rental on or before January 15 of each year.

It is understood and agreed that the term "week" as herein used shall mean Monday through Sunday of any week of September as Lessee may select for the said term or period, commencing with September of the year 1983 and ending with September of the year 1982.

It is understood and agreed that on or before July 1st of each of said years during the life of this contract, Lessee shall notify the City Clerk of said City of Lodi in writing of, and in such notice shall state, which of said weeks of the then ensuing year the Lessee desires for the use by Lessee of said stadium.

It is further understood and agreed that for any performances Lessee desires to conduct, Lessee shall pay to Lessor for the use of said stadium, equipment and personal property in connection therewith, the current rate for all electricity actually used each year during such respective use and/or in preparation therefor.

It is understood and agreed that any energy charges as may become due to Lessor hereunder shall be paid to Lessor by Lessee on or before the end of the current year in which incurred.

It is further understood and agreed that within three (3) days after such performances as Lessee may conduct during said term, Lessee shall clean up the said Stadium by removing therefrom all debris which Lessee may have caused to be in or upon the said Stadium Property because of such performance.

It is by mutual agreement that the Lodi Grape Festival Association during its regular yearly Festival Show held in September may have exclusive use of the aforescribed property for parking and other uses as may be consistent with its program.

Lessee agrees that it will not commit nor suffer to be committed any waste or damage to or upon said Stadium, structures or equipment during such time or times as it may use said Stadium, structures and equipment during the life of this lease, reasonable use and wear and damage by the elements excepted.

Lessee covenants and agrees to indemnify and save Lessor free and harmless from any and all liability of any kind or character for damage or injury to persons or property that may or might occur within the area covered by the within lease, and for this purpose, Lessee shall furnish to Lessor a certificate of insurance certifying that the City of Lodi is named as an additional insured on a public liability policy with limits of \$500,000.00/\$1,000,000.00.

It is understood and agreed that Lessee shall not assign this lease or sublet all or any part of said

leased premises or equipment without the written consent of the Lessor first had and obtained, and neither this lease, nor any interest therein shall be assigned or assignable, either by operation of law or otherwise.

It is further understood and agreed that if Lessee should fail to pay any of the rentals herein reserved or any part thereof, or any of said electrical energy charges as the same shall fall due hereunder, Lessor may at its option, terminate this lease and all the rights of Lessee after giving to Lessee at least thirty (30) days written notice of such termination.

This lease and all the terms and conditions hereof shall inure to and bind the successors and assigns of Lessee subject to all the terms and conditions hereof, Lessee, however, not to have the right to assign this lease without the written consent of Lessor first had and obtained.

It is understood and agreed that Festival shall provide and have control of all concessions, such as but not limited to sale of beer, soft drinks, candies, peanuts, hot dogs, seat cushions, parking, broadcasting and concessions of like kind, shall, during all performances which may be held hereunder by the Lessee, be under the exclusive control and supervision of Lessee and Lessee shall be entitled to retain all revenue made therefrom. Lessee may in Lessee's discretion contract with third parties to provide such concessions.

The rental fee shall be \$1.00 per year, plus Lessee shall pay for the electricity, clean up, garbage removal and a payment to the City of \$0.35 (Thirty-Five Cents) per each paid gate admission that enters the Stadium, if an admission fee is charged. It should be noted that if utilities beyond the standard service available are required, the additional cost is to be borne by the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and entered into this lease in duplicate the day and year herein first above written.

CITY OF LODI, a municipal corporation

By _____
MAYOR

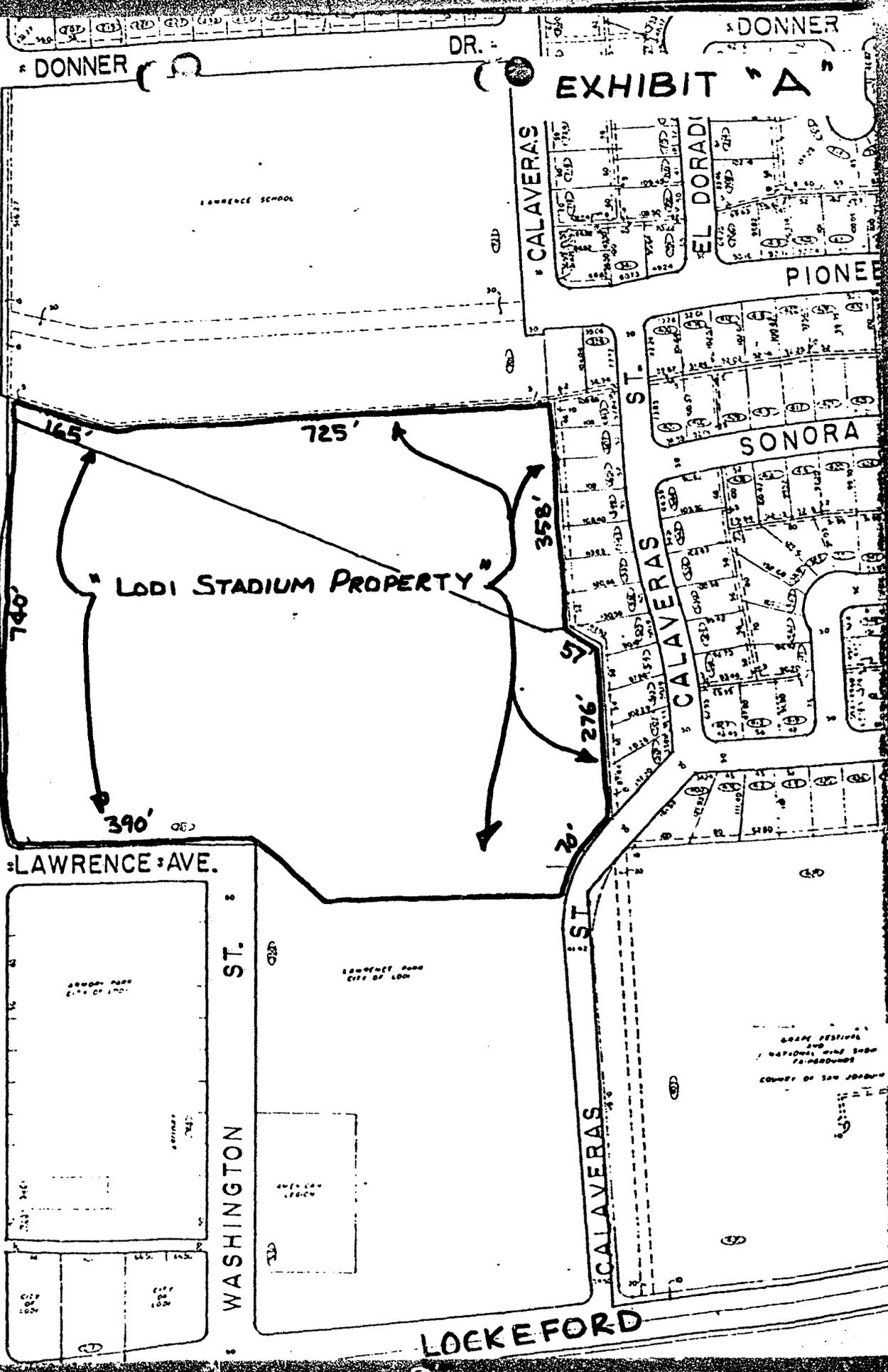
ATTEST:

CITY CLERK

LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, INC.

By _____
PRESIDENT

By _____
SECRETARY



DONNER

DR.

DONNER

EXHIBIT "A"

LAWRENCE SCHOOL

CALAVERAS

EL DORADO

PIONEER

165'

725'

358'

276'

740'

390'

LODI STADIUM PROPERTY

SONORA

CALAVERAS

LAWRENCE AVE.

LAWRENCE AVE.

WASHINGTON ST.

ST.

CALAVERAS

STOCKTON

WASHINGTON ST.

LOCKEFORD

LAWRENCE PARK CITY OF Lodi

GRAND FESTIVAL NATIONAL WINE SHOW FAIRGROUNDS COUNTY OF SAN JOAQUIN