

Pg 313  
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CITY COUNCIL MEETING

OCTOBER 27, 1982

AGREEMENT WITH  
JAZZERCISE FOR  
USE OF CITY  
FACILITY  
APPROVED

COUNCIL APPROVED AN AGREEMENT WITH DEBI CHEINE, REPRESENTING  
JAZZERCISE FOR THE USE OF THE HALE PARK BUILDING AT VARIOUS  
TIMES AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO  
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

City Clerk  
Contract  
Copy

AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Lodi, a municipal corporation, hereinafter referred to as CITY: and DEBI CHEINE, REP. JAZZERCISE INC. hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, City owns the premises commonly known as \_\_\_\_\_  
Hale Park Building

and located at 209 E. Locust Street

Address

within the City of Lodi; and

WHEREAS, Lessee desires to use the premises to carry on a program of \_\_\_\_\_  
Jazzercise hours, dates, and times to be set by instructors and Director of  
Recreation & Parks

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

Hale Park Building

owned by City and located at 209 E. Locust St.

Address

within the City of Lodi, to carry on a program of Jazzercise Classes

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

, beginning on the date of the execution of this Agreement, and ending at midnight on \_\_\_\_\_ 19 \_\_\_\_\_, 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 \$ 12% of monthly gross per month, as of the first day of each month, commencing \_\_\_\_\_, 19 \_\_\_\_\_.

(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

g the same shall be filed with the City Clerk of the City in the following

nts:

- (a) Bodily injuries or death in the amount of  
\$ 500,000.00 for one person;
- (b) \$ 500,000.00 for one occurrence;
- (c) \$ 50,000.00 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

BY Henry A. Graves  
Henry A. Graves  
City Manager

Debi Chens  
LESSEE

BY Quentin McLaughlin

TITLE Quentin McLaughlin

ATTEST:

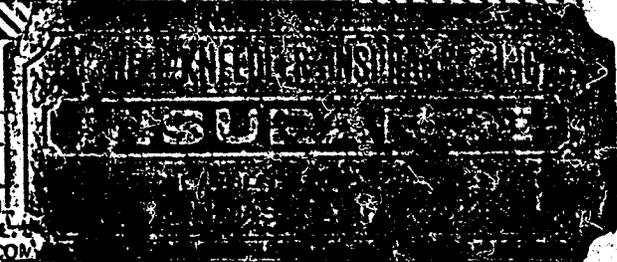
Alice M. Reinche  
Alice M. Reinche  
City Clerk

# CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT THE INSURANCE HEREIN AFTER DESCRIBED HAS BEEN EFFECTIVE AS FOLLOWS:

|  |  |
|--|--|
| INSURED<br><b>Judy Missett DBA: Jazzercise, Inc.</b>                                     |  |
| PROPERTY OR LOCATION INSURED<br><b>2808 Roosevelt Street, Carlsbad, California 92008</b> |  |
| POLICY NO. <b>CCG020474</b><br><del>CCG020429X</del>                                     | TERM<br>EFFECTIVE <b>MONTHS-FROM 11/16/81 TO 11/1/82</b> |

|   | TYPE OF INSURANCE   | COVERAGE TYPE  | LIMITS                          |                                 |
|---|---|--|---------------------------------|---------------------------------|
|   |   |  | Each Occurrence                 | Aggregate                       |
| 1 | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMPREHENSIVE FORM<br><input checked="" type="checkbox"/> PREMISES-OPERATIONS<br><input type="checkbox"/> EXPLOSION, COLLAPSE, UNDERGROUND<br><input checked="" type="checkbox"/> PRODUCTS, COMPLETED OPERATIONS<br><input checked="" type="checkbox"/> CONTRACTUAL<br><input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE<br><input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS<br><input checked="" type="checkbox"/> Professional Liability<br><input type="checkbox"/><br><input checked="" type="checkbox"/> PERSONAL INJURY | BODILY INJURY<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY AND PROPERTY DAMAGE COMBINED | <br><br><br><b>\$1,000,000.</b> | <br><br><br><b>\$1,000,000.</b> |
|   |   |  | INCLUDED                        |                                 |
| 2 | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> EXCESS <input type="checkbox"/> CONTINGENT<br>BODILY INJURY - EACH PERSON EACH ACC/OCC<br><br>PROPERTY/DAMAGE-EACH ACC/OCC<br>BODILY INJURY/AND PROPERTY DAMAGE COMBINED  | EXCESS OF<br><br>PRIMARY   |                                 |                                 |
| 3 | <input type="checkbox"/> UMBRELLA FORM  | BODILY INJURY AND PROPERTY DAMAGE COMBINED   |                                 |                                 |
| 4 | OTHER   |  |                                 |                                 |



This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the insured and the company. Any amendment, change or extension of such contract can only be effected by specific endorsement or notice of cancellation.

Should the above mentioned contract of insurance be cancelled, assigned or changed during the above specified policy period in such manner as to effect this document, we, the undersigned, will endeavor to give 10 days written notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or company.

Issued to **Deborah S. Chiene**      #7998  
 Address **c/o Judi Sheppard Missett**  
**2808 Roosevelt Street**  
**Carlsbad, CA 92008**

CALIFORNIA UNION INSURANCE COMPANY  
 ILLINOIS UNION INSURANCE COMPANY

By   
 Authorized Representative

**CERTIFICATE OF INSURANCE**

THIS IS TO CERTIFY THAT THE INSURANCE HEREIN AFTER DESCRIBED HAS BEEN EFFECTIVE AS FOLLOWS:

|  |                          |           |                               |
|--|--------------------------|-----------|-------------------------------|
| INSURED<br><b>Jazzercise, Inc. &amp; JAN HENNEPER #51150</b>                             |                          |           |                               |
| PROPERTY OR LOCATION INSURED<br><b>2808 Roosevelt Street, Carlsbad, California 92008</b> |                          |           |                               |
| POLICY NO<br><b>CCG 020501</b>   | TERM<br><b>EFFECTIVE</b> | <b>12</b> | <b>11/1/82</b> <b>11/1/83</b> |
| <b>CCU 020194</b>  |                          |           |                               |

|   | TYPE OF INSURANCE   | COVERAGE TYPE  | LIMITS                              |                                     |
|---|---|--|-------------------------------------|-------------------------------------|
|   |   |  | Each Occurrence                     | Aggregate                           |
| 1 | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMPREHENSIVE FORM<br><input type="checkbox"/> PREMISES OPERATIONS<br><input type="checkbox"/> EXPLOSION, COLLAPSE, UNDERGROUND<br><input checked="" type="checkbox"/> PRODUCTS, COMPLETED OPERATIONS<br><input checked="" type="checkbox"/> CONTRACTUAL<br><input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE<br><input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS<br><input checked="" type="checkbox"/> Non-Owned Auto<br><input type="checkbox"/> BABYSITTING SERVICES<br><input type="checkbox"/><br><input checked="" type="checkbox"/> PERSONAL INJURY | BODILY INJURY<br><br>PROPERTY DAMAGE<br><br>BODILY INJURY AND PROPERTY DAMAGE COMBINED | <br><br><br><br><b>\$1,000,000.</b> | <br><br><br><br><b>\$1,000,000.</b> |
| 2 | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> EXCESS <input type="checkbox"/> CONTINGENT<br>BODILY INJURY - EACH PERSON<br>EACH ACC/OCC<br><br>PROPERTY/DAMAGE - EACH ACC/OCC<br>BODILY INJURY/AND PROPERTY DAMAGE COMBINED   |  |                                     |                                     |
| 3 | <input checked="" type="checkbox"/> <b>UMBRELLA FORM</b>  | BODILY INJURY AND PROPERTY DAMAGE COMBINED   |                                     |                                     |
| 4 | <b>OTHER</b>  |  |                                     |                                     |

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Should the above mentioned contract of insurance be cancelled, assigned or changed during the above specified policy period in such manner as to effect this document, we, the undersigned, will endeavor to give 10 days written notice in the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or company.

Issued to

A

By *[Signature]*  
 Author and Agent



MEMORANDUM

**TO:** Ed DeBenedetti  
Parks and Recreation Director

**DATE:** 11/1/82

**FROM:** Alice M. Reimche  
City Clerk

**SUBJECT:** Agreement with Debi Cheine, Rep, Jazzercise, Inc. for use  
of Hale Park Building

Enclosed please find two executed copies of the above referenced Agreement.  
One copy is for your file and the other is to be returned to Ms. Cheine.

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