

RESOLUTION NO. 85-119

RESOLUTION APPROVING LEASE AGREEMENT WITH THE
LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW
FOR USE OF THEIR FACILITIES BY THE RECREATION AND PARKS DEPARTMENT

RESOLVED, that the City Council of the City of Lodi does hereby approve a Lease Agreement with the Lodi Grape Festival and National Wine Show for use of their facilities by the Recreation and Parks Department, a copy of which Agreement is attached hereto, marked Exhibit "A", and thereby made a part hereof.

BE IT FURTHER RESOLVED, that the City Council of the City of Lodi does hereby authorize the Mayor and City Clerk to execute the subject Agreement on behalf of the City.

Dated: September 4, 1985

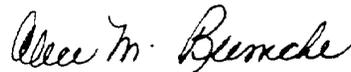
I hereby certify that Resolution No. 85-119 was passed and adopted by the City Council of the City of Lodi in a Regular Meeting held September 4, 1985 by the following vote:

AYES: Council Members - Olson, Pinkerton, Reid, Snider,
and Hinchman (Mayor)

NOES: Council Members - None

ABSENT: Council Members - None

ATTEST:



ALICE M. REIMCHE
City Clerk

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L E A S E

THIS LEASE, made and entered into this _____ day of July, 1985, by and between LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, a nonprofit corporation, hereinafter called "Lessor", and the CITY OF LODI, a municipal corporation of the State of California, hereinafter called "Lessee";

WITNESSETH:

WHEREAS, the real property hereinafter described is owned by the County of San Joaquin, a political subdivision of the State of California, and said property is under the management and control of Lessor for the purpose of conducting thereon the annual San Joaquin County Fair during the month of September of each year, for conducting a Springtime Wine Show, and to otherwise use, possess and manage the county fairgrounds at all other times; and,

WHEREAS, two buildings are available for the use of Lessee in the conduct of its recreational programs;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

I

Lessor does hereby lease to Lessee Exhibit Building B and the Grape Pavilion, hereinafter called "Buildings", for programs sponsored by and conducted under the supervision of the Lodi City Parks and Recreation Department on the Lodi Grape Festival Grounds situate in the City of Lodi, County of San Joaquin, State of California. Lessor grants Lessee the nonexclusive right to utilize necessary parking lot space, access routes to the Buildings, and the grounds appurtenant to the Buildings which are necessary to conduct its recreation program.

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II

The term of this agreement shall be three (3) years, commencing on July 1, 1985.

III

The Grape Pavilion shall be reserved for Lessee's use from October 15 of each year through March 30 of the following year. The hours Lessee may use the Pavilion shall be as follows:

Monday through Friday:	5 p.m. to 11 p.m.
Saturday:	9 a.m. to 3 p.m.
Sunday:	Noon to 4 p.m.

Lessor retains the right to use the Pavilion for times other than those designated above, which right includes renting the Buildings to others for their use. Lessee may present a written request and schedule for dates it desires to use the Pavilion other than the ones set out in this paragraph, and if mutually agreed by Lessor and Lessee, such dates may be included as reserved dates for Lessee's use.

Building "B" shall be reserved for Lessee's use from October 1 of each year through August 15 of the following year. The days and hours shall be as follows:

Monday through Friday	8 a.m. to 11 p.m.
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Use of Building "B" is reserved for use by the Lessor on Saturdays and Sundays. Lessee may request to Lessor for special use on Saturdays and/or Sundays.

IV

Lessee agrees to pay Lessor as rent for the Buildings the sum of Thirteen Thousand Dollars (\$13,000.00) for a period of one (1) year commencing July 1, 1985 and ending June 30, 1986. The rental fee for each of the remaining two years of this lease shall be negotiated in May, 1986 for the 1986-1987 year and again in May, 1987 for the 1987-1988 year.

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V

The payment referred to in Paragraph IV above shall be in full satisfaction of all use of the Buildings by Lessee, including costs of utilities and reasonable wear and tear. Lessee agrees to provide its own janitorial service as required due to their usage of the Buildings. Any special flooring such as a basketball floor, if required by Lessee, shall be provided by, erected and dismantled by Lessee. Lessor shall assist Lessee, by providing use of a forklift, in the putting in and taking out of any basketball flooring. It is anticipated that such flooring may be put in place on or about the 15th day of October of each year and shall be removed no later than the 30th day of each March, unless other dates are established by mutual written agreement. Lessor agrees to make storage space available for two basketball floors during the term of this lease.

Lessee shall be diligent in turning out light, turning off heaters, and locking doors on buildings and outside gates daily and nightly after each and every use. If this provision is not observed, Lessor shall bill Lessee for use of utilities beyond scheduled hours of use.

VI

The payment referred to in Paragraph IV above shall have no effect on any tax, fee or charge for service made by Lessee, and Lessor hereby agrees that all such taxes, fees and charges shall be paid upon demand in the manner prescribed by the applicable ordinance.

VII

Lessee agrees to exercise all reasonable care and supervision in the use of Buildings, facilities and grounds so that same will not be unreasonably damaged. Lessee agrees to repair or replace, at its

1 own expense, any and all damage to Lessor's Buildings, facilities or
2 grounds caused by Lessee's activities. Lessee agrees to provide
3 adequate qualified supervision at all times when using Lessor's indoor
4 or outdoor facilities or grounds. Lessee agrees to clean up all areas
5 used, outside and inside, including parking areas, on a daily basis.
6 All areas of the Buildings and grounds are to be kept free of papers,
7 cups, cans, bottles and other debris deposited as a result of Lessee's
8 activities.

9 VIII

10 It is expressly agreed and understood that this lease is for the
11 use of the Lessee for its recreational programs and NO SUBLETTING
12 or assignment of this lease is permitted. Any programs or activities
13 other than the basketball, volleyball, rifle, dog, archery, and tiny
14 tots programs shall first be approved by Lessor. Lessor shall retain
15 all concession rights and may operate concession during all applicable
16 events under this lease specifically granted to Lessee for each event
17 or activity. However, permission may be granted for Lessee to operate
18 a special concession if application is made 30 days in advance to Lessor.

19 IX

20 Lessee does hereby agree to indemnify, defend, and save Lessor free
21 and harmless from any and all claims for loss, damage, injury or liability
22 to persons or property that may arise during the time the Lessee is
23 using the Buildings, facilities and grounds. Lessee agrees at all time
24 during the continuance of this lease, to maintain adequate public
25 liability and property damage insurance covering its use, occupancy, and
26 operation of said premises. Such policy or policies shall carry a
27 specific endorsement providing that the Lessor, its officers and employees,

1 the County of San Joaquin, and the State of California are named as
2 additional insureds and that such liability policy or policies are
3 primary insurance as to any similar insurance carried by the Lessor.
4 Lessee shall furnish Lessor with satisfactory proof of the carriage
5 of insurance required by the Lessor, and there shall be a specific
6 contractual liability assumed by Lessee pursuant to this lease. Any
7 policy of insurance required of Lessee under this lease shall also con-
8 tain an endorsement providing that at least fifteen (15) days' notice
9 must be given in writing to Lessor of any pending change in the limits
10 of liability or of any cancellation or modification of the policy or
11 policies.

12 In the event Lessee is self-insured, Lessee shall provide a
13 certificate of self-insurance in a form satisfactory to Lessor.

14 X

15 The lease shall be in full force and effect on and after the 1st
16 day of July, 1985, and shall remain in full force and effect until the
17 30th day of June 1988, unless earlier terminated. Termination may be
18 effected at any time by mutual consent of both parties or by either
19 party upon the furnishing of ninety (90) days' written notice to the
20 other. This lease may be modified by mutual consent of both parties.

21 XI

22 This lease shall not have any force or effect unless or until
23 approved by the Board of Supervisors of San Joaquin County and signed
24 by the Chairman thereof.

25 IN WITNESS WHEREOF, the parties have set their hands as of the day
26 and year first hereinabove written.

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LESSOR

LODI GRAPE FESTIVAL AND NATIONAL
WINE SHOW, a nonprofit corporation

By Charles H. Chapman
President

By George [Signature]
General - Manager

LESSEE

CITY OF LODI, a municipal corporation
of the State of California

By David [Signature]
Mayor

ATTEST:

Alma M. Beemch
City Clerk

APPROVED

COUNTY OF SAN JOAQUIN, a political
subdivision of the State of California

By EVELYN L. COSTA, Chairman
Board of Supervisors

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

APPROVED AS TO FORM

Ronald M. Stein

By Deputy Clerk

(SEAL) RONALD M. STEIN
CITY ATTORNEY