

PH&L COMMUNITY ASSOCIATION STORAGE SPACE LEASE AGREEMENT

This Storage Space Lease Agreement (this “**Agreement**”) is made and entered into as of June 28th, 2022 (the “**Effective Date**”) by and between PH&L Community Association, a California nonprofit mutual benefit corporation (the “**Association**”), and NAME (“**Lessee**”). Association and Lessee are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Association is established under the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Lofts at Playa Vista and Park Houses at Playa Vista, recorded on August 11, 2005 (“**CC&Rs**”), as Instrument No. 05-1923650 in the Official Records of Los Angeles County, California; and

WHEREAS, Association is the entity formed to operate, manage and administer the business and affairs of the common interest development commonly known as “Lofts at Playa Vista and Park Houses at Playa Vista” and Association thereby has the authority to manage the Common Area that is owned by the “Owners” of the “Units”, as those terms are defined in the CC&Rs; and

WHEREAS, Lessee is an “Owner” of a “Condominium” within the Association, as those terms are defined in the CC&Rs; and

WHEREAS, the Association is responsible for enforcing the provisions and restrictions contained in the CC&Rs, Articles of Incorporation, Bylaws and Rules and Regulations, as may be amended, adopted and repealed from time to time, which documents shall be referred to collectively as the “**Governing Documents**,” and

WHEREAS, Association desires to lease to Lessee the Storage Space described in **Exhibit A** attached hereto and incorporated herein by this reference (“**Leased Space**”), upon the terms and conditions contained in this Agreement;

NOW, THEREFORE, for and in consideration of the covenants, agreements and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference, with the same force and effect as if set forth herein as agreements of the Parties.

2. Owners Only. The Storage Spaces may only be rented by a Lessee who is an “Owner” as that term is defined in the CC&Rs. An Owner may rent a Storage Space on behalf of his or her Lessee, provided that such Owner remains and shall be liable to the Association for any damage or destruction to the Leased Space and any breach of this Agreement caused by

Owner's Lessee or such Lessee's family, guests or invitees, without regard to how such damage is sustained or how such breach occurs.

3. Term. This Agreement shall commence on June 28th, 2022 (the "**Commencement Date**"). Upon the Commencement Date, this Agreement shall continue for one year until such time as this Agreement is terminated as provided herein (the "**Term**"), with the annual term of this Agreement running from the 1st day of the calendar month until the following year of said month.

Either Party may terminate this Agreement at any time and for any reason by providing the other Party a written notice of (i) its intention to terminate this Agreement and Lessee's use of the Leased Space and (ii) the intended termination date. Such notice to terminate must be provided to the other Party at least 30 days prior to the desired date of termination of this Agreement.

4. Rent. Under the terms of this Agreement, "**Rent**" shall consist of all monetary obligations owed to the Association by Lessee in accordance with this Agreement; provided, however, the Damage Deposit (defined below) shall not be considered Rent. Lessee shall pay to Association the amount shown in the table attached as **Exhibit A** for the Leased Space selected, as Rent during the Term of this Agreement. The due date for Rent payments shall be the 1st day of each calendar month, and each Rent payment shall be considered advance payment for rental of the Leased Space for the applicable calendar month. Rent shall be considered overdue and delinquent if not remitted by the 5th day of the calendar month for which it is due. In the event that the Commencement Date is not the 1st day of the calendar month, the first Rent payment shall be remitted on the Commencement Date and shall be prorated for the first calendar month of the Term. Any Rent due for a partial calendar month shall be prorated on the basis of a 30-day month. Rent shall be included in Lessee's monthly assessment invoice.

5. Interest on Past Due Obligations. Any amount owed by Lessee to Association which is not paid when due shall bear interest at the rate of 15% per annum from the due date of such amount; however, interest shall not be payable on late charges to be paid by Lessee under this Agreement. The payment of interest on such amounts shall not excuse or cure any default by Lessee under this Agreement. If the interest rate specified in this Agreement is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

6. Insufficient Funds. If any check delivered to Association in payment of any amount due under this Agreement is not honored by the institution on which such check is drawn, Lessee will make all future payments by cashier's check, plus pay Association a service charge equal to the greater of \$35.00 or the amount of fees incurred by Association from its bank or financial institution.

7. Damage Deposit. Upon Lessee's execution of this Agreement, Lessee shall deposit with Association the amount shown in the table attached as **Exhibit A** for the Leased Space selected (the "**Damage Deposit**") as security for any damage caused to the Leased Space during the Term and Lessee's use of the Leased Space. The Damage Deposit shall be returned to Lessee, without interest, and less the amount expended by the Association to repair any damages to the Leased Space, within 30 days after termination of this Agreement. If the Damage Deposit

is an amount insufficient to cover the repair of damage caused by Lessee to the Leased Space, Lessee shall, within 3 days written notice from Association of same, remit to Association funds in an amount equal to the shortfall in the Damage Deposit. Should Lessee fail to pay to the Association the amount of money due to the Association for damage to the Leased Space, which is Association Common Area, the Association reserves the right to specially assess the Lessee Owner for the amount of money necessary to repair the Leased Space Common Area as allowed by law, which includes the cost of collection for same.

8. Keys. Lessee shall be responsible for furnishing his/her personal lock for the Leased Space.

9. Use of Leased Space; Maintenance and Repair. Under this Agreement, Lessee shall use the Leased Space for storage purposes only and for no other use, including, without limitation, used for living quarters. Items stored must fit in the Leased Space, without creating a hazard to neighboring Storage Spaces. Lessee is prohibited from storing any items in any Storage Space other than Lessee's Leased Space. Lessee shall periodically clean, maintain and repair any exterior doors, including hardware and locks for the Leased Space. Any broken doors on the Leased Space shall be repaired or replaced by the Association at its discretion, and the Association may charge the Owner the cost of replacement of said doors as a special assessment. Association may levy special assessments for the cost of such repair and maintenance of the Leased Space in the event that Lessee fails to repair and maintain the Leased Space in accordance with said standards.

10. Condition of Leased Space. Lessee stipulates, represents and warrants that Lessee has inspected the Leased Space and that at the time of Lessee's execution of this Agreement, the Leased Space are in good order and repair and in a safe and clean condition. Lessee agrees that Lessee is leasing the Leased Space "AS IS" and with all faults.

11. Assignment And Subletting. Lessee is prohibited from assigning its rights under this Agreement to any other person(s) or entity or sublet any portion of the Leased Space. Any such assignment or sub-letting shall be grounds for Association's immediate termination of this Agreement, in Association's sole discretion.

12. Alterations And Improvements. Lessee shall make no alterations, modifications or improvements to the Leased Space without the prior written consent of Association. Any and all alterations, modifications and/or improvements built, constructed or placed in, on, about or adjacent to the Leased Space by Lessee shall, unless otherwise provided by written agreement between Association and Lessee, be and become the property of Association and remain at the Leased Space upon the termination of this Agreement.

13. Non-Delivery Of Possession. In the event Association cannot deliver possession of the Leased Space to Lessee on the Commencement Date, through no fault of Association or its representatives, then Association and its representatives shall have no liability to Lessee for such delay. In the event of such delay, the Rent payments provided herein shall abate until possession of the Leased Space is given to Lessee. In the event possession of the Leased Space cannot be delivered to Lessee within 30 days after the Commencement Date, through no fault of Association or its representatives, then this Agreement shall deemed to be null and void and of

no further force or effect, and neither Party shall have any ongoing legal or financial obligation to the other Party, except that Association shall be required to return the Damage Deposit to Lessee as provided in this Agreement. For the purposes of this Agreement, “**representatives**” of Association shall include, without limitation, Association’s directors, officers, managing agents and employees.

14. Hazardous Materials. Lessee shall not keep on the Leased Space any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Leased Space, or that might be considered hazardous by Association’s insurance carrier. Nor shall Lessee keep any biological substances at the Leased Space that could or do pose a threat to the health of persons or animals (including, without limitation, medical waste or samples of a microorganism, virus or toxin) or any substances that could be considered a biological hazard.

15. Rules. Lessee agrees to abide by all of the terms, requirements, restrictions and provisions of Association’s Governing Documents. If Lessee fails to abide by any of the terms, requirements, restrictions and/or provisions of the Governing Documents, Association shall have the right, after a noticed hearing before the Board, in its sole discretion, to immediately terminate this Agreement and Lessee’s use of the Leased Space. If such termination occurs mid-month, Lessee will not be entitled to a pro rata refund.

16. Insurance. Lessee shall provide liability insurance with coverage of at least \$1,000,000.00 per occurrence with a company holding a general policyholder’s rating of A- or better, as set forth in the most current issue of “Best’s Insurance Guide.” Lessee shall promptly deliver to Association a copy of the insurance policy or a certificate evidencing the existence and amount of such insurance. Such policy shall not be cancelable or subject to reduction of coverage or other modification except after 30 days prior written notice to Association. Lessee shall, at least 10 days prior to the expiration of such policy, furnish Association with renewals or binders thereof, or Association may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. The Association and Association’s property manager shall be named as additional insureds on Lessee’s insurance. All insurance maintained by Lessee shall be primary and noncontributory with any similar insurance carried by Association, whose insurance shall be considered excess insurance only.

17. Damage To Leased Space. In the event the Leased Space are destroyed by fire, storm, earthquake or other casualty not caused by the negligence or willful misconduct of Lessee (such event hereinafter referred to as a “**Casualty**”), this Agreement shall immediately terminate upon the date of such Casualty (hereinafter referred to as the “**Casualty Date**”). In such event, the Parties shall have no further obligation to each other under this Agreement except for the purpose of enforcing rights and obligations that may have accrued through the Casualty Date, and all Rent payments shall be accounted for by and between Association and Lessee through the Casualty Date, with Lessee paying Rent up to the Casualty Date and Association refunding to Lessee any Rent collected for any time period beyond the Casualty Date.

Should only a portion of the Leased Space be destroyed due to a Casualty, Association shall have the option of either repairing such injured or damaged portion of the Leased Space or terminating this Agreement. In the event Association opts to repair such portion of the Leased Space, Rent

shall abate beginning on the date of the Casualty in the proportion that the portions of the Leased Space bears to the whole Leased Space, and such portion shall be restored by Association as speedily as practicable, after which the full Rent shall recommence and the Agreement shall continue according to its original terms.

In no event shall Association be responsible for the cost Lessee incurs to repair and/or replace any of Lessee's personal property, items or effects that may be damaged as a result of a Casualty at the Leased Space, or for damage caused by other residents or guests at the Association. Lessee shall be required to obtain and maintain a policy of renter's insurance covering the full replacement value of Lessee's personal property, items and effects located in the Leased Space during the term of this Agreement. In no event shall Association incur any liability resulting from Lessee's failure to procure renter's insurance as required herein.

18. Inspection of Leased Space. Association and Association's representatives shall have the right at all reasonable times during the term of this Agreement, upon 48 hours advance notice to Lessee, to enter the Leased Space for the purpose of inspecting the Leased Space and/or for the purpose of making any repairs, additions or alterations as may be deemed appropriate by Association for the preservation of the Leased Space, except in the case of an emergency situation (defined as an imminent threat to the safety of persons or property on the Association's property), in which case no prior notice is required.

19. Lessee's Hold Over. If Lessee remains in possession of the Leased Space after the end of the Term, such hold over shall be a violation of this Agreement and shall not constitute an extension of this Agreement or a new Agreement. During such hold over period, Lessee shall pay Association a modified Rent amount equal to 200% of the Rent amount per month and continue to be bound by all of the terms and requirements of this Agreement until such time as Lessee vacates the Leased Space. The Damage Deposit may be used to offset such hold over rental amounts. If Lessee fails to make such payment, this Agreement authorizes the Association to specially assess Lessee for the costs of the same.

20. Surrender of Leased Space. Upon the expiration of the Term of this Agreement, or the earlier termination of this Agreement, Lessee shall surrender the Leased Space to Association in as good a state and condition as the Leased Space were as of the Commencement Date, reasonable wear and tear excepted.

21. Exemption of Association From Liability. Except to the extent of Association's gross negligence or willful misconduct, Association shall not be liable for any damage or injury to property or persons in or about the Premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Association.

22. Indemnification. Lessee agrees to indemnify, defend and hold harmless the Association from and against any claims, actions, lawsuits, costs or expenses of any nature whatsoever arising out of or related to Lessee's use of the Leased Space, including, but not limited to claims involving (i) damages (including, but not limited to, direct, consequential and incidental damages) for personal injury, death and/or property damage and (ii) the enforcement of the provisions and restrictions contained in this Agreement.

23. Default. If Lessee fails to comply with any of the material provisions of this Agreement, other than the covenant to pay Rent, or materially fails to comply with any duties imposed on Lessee by applicable local, state or federal laws, within 3 days after delivery of written notice by Association to Lessee specifying the non-compliance and indicating the intention of Association to terminate the Lease by reason thereof, Association may terminate this Agreement if Lessee does not cure the non-compliance within such 3-day period. If Lessee fails to pay Rent when due, subject to any applicable grace period provided herein, and the default continues for 3 days thereafter, Association may exercise any and all rights and remedies available to Association at law or in equity and/or may immediately terminate this Agreement and remove or dispose of Lessee's personal belongings from the Leased Space. Notwithstanding the foregoing, no bailment or deposit of goods for safekeeping is created or intended hereunder.

24. Late Charge. In the event that any Rent or other payment required to be paid by Lessee under this Agreement is not made within 3 days of when due, subject to any applicable grace period provided herein, if applicable, Lessee shall pay to Association, in addition to such Rent or other payment due, a "late fee" in the amount of 10% of the delinquent payment amount or the maximum permitted by law, whichever is greater. The parties agree that such late charge represents a fair and reasonable estimate of the costs Association will incur by reason of such late payment.

25. Attorneys' Fees. Should it become necessary for Association to employ an attorney to enforce any of the conditions or covenants of this Agreement against Lessee, including the collection of Rent or gaining possession of the Leased Space, Lessee agrees to pay all expenses so incurred by Association, including, without limitation, reasonable attorneys' fees and costs.

26. Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of California.

27. Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

28. Binding Effect. The covenants, obligations and conditions contained in this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors and assigns of the Parties.

29. Descriptive Headings. The descriptive headings and captions used in this Agreement are for convenience of reference only and are not intended to have any effect whatsoever in determining the rights or obligations of Association or Lessee under this Agreement.

30. Construction. The pronouns used in this Agreement shall include any gender. Under this Agreement, the singular shall include the plural, and the plural the singular. No term or provision of this Agreement shall be construed for or against the drafter of such term or provision, and all terms and provisions herein shall have the customary and normal meaning ascribed to same.

31. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Lease. Signatures delivered by electronic transmission (e.g. PDF) or facsimile shall be binding on parties in the same manner as original signatures.

32. Non-Waiver. No indulgence, waiver, election or non-election by Association under this Agreement shall affect Lessee's duties and liabilities hereunder.

33. Modification. The Parties agree that this Agreement contains the entire agreement between the Parties regarding Lessee's lease of the Leased Space from Association, and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by both Parties.

34. Estoppel Certificates. Upon Association's written request, Lessee shall execute, acknowledge and deliver to Association a written statement certifying that: (i) none of the terms or provisions of this Agreement have been changed (or if they have been changed, stating how they have been changed); (ii) this Agreement has not been canceled or terminated; (iii) the last date of payment of rent and other charges and the time period covered by such payment; (iv) Association is not in default under this Agreement (or, if Association is claimed to be in default, stating why); and (v) such other matters as may be reasonably required by Association, any lender, or the holder of a lien to which the Premises are or become subject. Lessee shall deliver such statement to Association within ten (10) days after Association's request. Any such statement by Lessee may be given by Association to any prospective lender or others as Association determines. Such lenders or other parties may rely conclusively upon such statements as true and correct.

35. Accessibility Standards. In accordance with California Civil Code Section 1938(a), the Premises have not undergone inspection by a Certified Access Specialist (CASp). Because the Premises have not been issued a disability access inspection certificate, as described in Civil Code Section 55.53(e), Association hereby states as follows, in accordance with California Civil Code 1938(e):

“A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or Lessee from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or Lessee, if requested by the lessee or Lessee. The parties shall mutually agree on the arrangements for the time and manner of the

CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

36. Notice. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, postage prepaid addressed as follows:

If to Association, to:

PH&L Community Association
c/o PMP Management
11900 West Olympic Boulevard, Suite 630
Los Angeles, California 90064
Attention: Jerald Allen
Telephone: (310) 694-0600
Email: jallen@pmpmanage.com

If to Lessee, to:

Attention: _____
Telephone: _____
Email: _____

Association and Lessee shall each have the right from time to time to change the place notice to be given under this paragraph by written notice to the other Party.

37. Joint And Individual Obligations. If more than one person signs this Agreement as Lessee, each such person shall be jointly and separately responsible for the performance of all obligations of Lessee under this Agreement, irrespective of whether such person is in possession of the Leased Space.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

ASSOCIATION:

PH&L Community Association,
a California nonprofit mutual benefit
corporation

By: _____

Name: _____

Title: _____

LESSEE:

By: _____

Name: _____

Title: _____

EXHIBIT A

LEASED SPACE

Select:	Storage Space Size	Price per Square Foot	Monthly Rate	Damage Deposit
	4'x9'	\$3.50	\$126.00	\$126.00
X	4'x6'	\$3.50	\$84.00	\$84.00
	4'x4'	\$3.50	\$56.00	\$56.00