

## **RESIDENTIAL LEASE AGREEMENT**

THIS LEASE (the "Lease") dated this 1st day of May, 2021

BETWEEN:

**Bell Canyon Equestrian Center**

(the "Landlord")

- AND -

**Bell Canyon Volunteer Wildland Fire Department**

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

### **Leased Property**

1. The Landlord agrees to rent to the Tenant a section of office space ("closet"), municipally described as 29 Baymare Road, Bell Canyon, CA 91307 (the "Property") for purposes of file and document storage.
2. The BCVWFD, a 501(c)(3) designated public charity, will have designated storage space in the Baymare Room office for BCVWFD related business and file storage and receive written correspondence and U.S. Postal mail at 29 Baymare Road, Bell Canyon, CA. 91307.
3. Only files and documents may be stored in the office space ("closet") file cabinet closet. No equipment. Tenant will request access to the Baymare room from the BCEC board and shall have

reasonable access to it during normal business hours and by arrangement with BCEC board authorized representative.

4. Tenant may hold BCVWFD board meetings in the Baymare Room by arrangement with BCEC board or authorized representative.
5. Subject to the provisions of this Lease, apart from the Tenant, no other persons will use the Property without the prior written permission of the Landlord.
6. Subject to the provisions of this Lease, the Tenant is entitled to park in the parking lot or designated street parking (no overnight parking).

### Term

8. The term of the Lease commences at 12:00 noon on May 1, 2021 and ends at 12:00 noon on April 30, 2031.
9. Notwithstanding that the term of this Lease commences on May 1, 2021, the Tenant is entitled to possession of the Property (storage space) at 12:00 noon on May 1, 2021.
10. Any notice to terminate this tenancy must comply with the applicable legislation of the State of California (the "Act").

### Rent

11. Subject to the provisions of this Lease, the rent for the Property is \$1.00 per year (the "Rent").
12. The Tenant will pay the Rent on or before May 1 of each and every year of the term of this Lease to the Landlord at 29 Baymare Road, Bell Canyon, CA 91307 or at such other place as the Landlord may later designate by check.

### Inspections

13. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
14. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the designated Property area ("closet file cabinet") to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

## Renewal of Lease

15. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause.
16. Early termination of lease by either party must be made in writing 90 days in advance by mutual agreement.

## Insurance

18. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
19. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

## Attorney Fees

20. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

## Governing Law

21. This Lease will be construed in accordance with and exclusively governed by the laws of the State of California.

## Severability

22. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
23. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

## Amendment of Lease

24. This Lease may only be amended or modified by a written document executed by the Parties.

### Assignment and Subletting

25. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

### Damage to Property

27. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

### Care and Use of Property

28. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.

29. The Tenant will not engage in any illegal trade or activity on or about the Property.

30. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

31. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

32. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

33. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

34. N/A

## Rules and Regulations

35. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

## Address for Notice

38. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:

a. Name: Bell Canyon Volunteer Wildland Fire Department.

b. Phone: (818) 699-1191

c. Email: [info@bcvwfd.org](mailto:info@bcvwfd.org)

39. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: Bell Canyon Equestrian Center

b. Address: 29 Baymare Road, Bell Canyon, CA 91307

The contact information for the Landlord is:

c. Phone: (818) 346-9879.

## General Provisions


40. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

41. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

42. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
43. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
44. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
45. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
46. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
47. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
48. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
49. This Lease constitutes the entire agreement between the Parties.
50. N/A
51. Time is of the essence in this Lease.

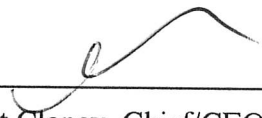
IN WITNESS WHEREOF Bell Canyon Volunteer Wildland Fire Department and Bell Canyon Equestrian Center have duly affixed their signatures on this 1st day of May, 2021.

Bell Canyon Equestrian Center by:

 Lisa Riccomini 5-1-21

Lisa Riccomini, President B.C.E.C.

Bell Canyon Volunteer Wildland Fire Department by:

  
\_\_\_\_\_  
Garrett Clancy, Chief/CEO

W/ BCEE File

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BELL CANYON VOLUNTEER WILDLAND FIRE DEPT 1006

29 BAYMARE RD.  
BELL CANYON, CA 91307

DATE 5/1/21

PAY TO THE ORDER OF B.C.E.C. \$ 1.00

One dollar + 00/100 DOLLARS

 **UnionBank**  
(800) 238-4486  
unionbank.com

FOR lease '21 9

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