

Commercial Buildings and Land Lease

DATE:

THE BEARD FAMILY TRUST, dated October 17, 2014 ("Landlord") hereby rents to WEST KERN COMMUNITY COLLEGE DISTRICT, 29 Cougar Ct. Taft CA 93268 ("Tenant") and Tenant hereby rent the following premises from Landlord, as-is:

The buildings, improvements, and parking lot located at 809 Black Gold Ct., Taft Calif. 93268, consisting of two buildings (one 4,800 sq. ft., and the second 900 sq. ft.) in addition to a noncontiguous parcel of land located at the same address consisting of one lot (15,317.61 sq. ft.) (collectively, the "Premises"). The Premises is depicted on the map attached and incorporated as Exhibit "A."

1. This lease agreement ("Lease") shall be for a term of three (3) years beginning on November 1, 2014 and ending on October 31, 2017 at the annual rent of \$42,000.00 to be paid monthly at \$3,500.00. A security deposit of \$3,500.00 shall be deposited by Tenant with Landlord. Tenant shall have the option to renegotiate lease of the Premises prior to the end of the Lease term.
2. Tenant may use the Premises for any lawful purposes related to its educational programs.
3. Landlord may not unreasonably withhold its consent to Tenant subleasing or assigning this Lease.
4. Tenant shall pay rent on the first day of each month at Landlord's mailing address. The security deposit is to be paid when the Tenant signs this Lease.
5. Tenant agrees: To obey all applicable Federal, State, County and Municipal laws, regulations, rules and ordinances in regards to its occupancy and use of the Premises, and to maintain the Premises in accordance with same as of the date of this Lease. Tenant shall save the Landlord and hold it harmless from any expense, loss or damage to the Premises by reason of Tenant's violation of such laws, regulations, rules and ordinances as of the date of this Lease, or by reason of any damage to the Premises that is sustained by reason of the Tenant's negligence.
6. Tenant shall take care that no damage occurs to the buildings or any fixtures upon the Premises as a result of Tenant's use of the Premises, and Tenant shall be liable for all damages to the Premises caused by Tenant or its agents. Tenant agrees to observe all valid rules and regulations of the utility companies and the sewer authority supplying the Premises with electricity, gas, water and use of sewer, and Tenant shall promptly pay bills for the same during the Lease term.
7. Tenant shall return the Premises to Landlord upon the termination of this Lease in the same condition as when taken, reasonable wear and tear excepted, and except for improvements remaining with the Premises as described herein.
8. Landlord represents and warrants that as of the date of this Lease the Premises is fully compliant with all applicable Federal, State, County and Municipal laws, regulations, rules and ordinances, and that the lease of the Premises to Tenant does not violate the

same. Landlord further represents and warrants that as of the date of this Lease the Premises is being used and maintained in accordance with all valid rules and regulations of the utility companies and the sewer authority supplying the Premises with electricity, gas, water and use of sewer. Landlord shall be responsible for the transfer of all bills for electricity, gas, water and sewer into Tenant's name as of the date this Lease commences, at which time Tenant's obligation to pay the same shall begin.

9. Landlord shall be responsible for capital improvements, repairs and maintenance for the Premises including, but not limited to, maintenance, repairs, and replacement as necessary of the HVAC system, electrical wiring, roof, parking area, exterior walls and structural foundation, and plumbing with the exception of plugged drains and toilets.
10. If Tenant fails to pay rent when due, or to perform any term of this Lease, after not less than thirty (30) days' written notice of default given to Tenant in the manner set forth in this Lease, Landlord, at Landlord's option, may terminate all rights of Tenant under this Lease, unless Tenant, within the time specified, cures the default. Either Landlord or Tenant may terminate this Lease for any reason after not less than six (6) months' written notice to the other in the manner set forth in this Lease.
11. If Tenant defaults, Landlord may elect to: (a) continue the lease in effect, and enforce all Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due; or (b) at any time, terminate all of Tenant's rights under this Lease, and recover from Tenant all damages Landlord may incur by reason of the breach of the Lease, including the cost of recovering the Premises and including the worth at the time of the termination or at the time of an award if suit is instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of the rental loss that Tenant proves could be reasonably voided.
12. In the event of a partial destruction of the Premises during the Lease term, Landlord shall forthwith repair the same, provided that such repairs are being made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Premises. If such repairs of partial destruction cannot be made within said sixty (60) days, or in the event that Landlord fails to make such repairs within sixty (60) days, this Lease may be terminated immediately at the option of either party by written notice. In the event of the total destruction of the Premises, or so much damage as to render the Premises untenable for Tenant's business on the Premises, either party hereto may serve personally, or by registered mail, upon the other party within ten (10) days after such destruction, a thirty (30) day written notice of the intention of such party to terminate this Lease and the term therein provided for and at the end of such thirty days the Tenant shall pay all rent to the date of said destruction and surrender up to the Landlord the Premises and this Lease shall terminate.
13. All express covenants made by the Landlord to Tenant in connection with the Premises are contained in this Lease.

14. All improvements made by the Tenant to or upon the Premises shall remain on the Premises of the Landlord at the expiration of the Lease if not removed by Tenant. Tenant is expressly allowed to install a ventilation system on the Premises, and agrees to remove the ventilation system and associated infrastructure upon the termination of this Lease and return the Premises to a condition reasonably similar to its condition prior to the installation of the ventilation system. **Other improvements made by Tenant beyond the ventilation system shall remain in place at the end of the lease, unless mutually agreed otherwise.**
15. Landlord shall furnish the following utilities: None. Tenant is responsible for all utilities.
16. Late charges of \$175.00 will be added to the rent for rental payments made after the fifth of the month.
17. For the duration of the Lease, Tenant, at its expense, shall insure Tenant and Landlord by maintaining insurance against liability for injury to persons or property in connection with the entire Premises with a comprehensive general public liability insurance policy with limits of at least one (1) million dollars with respect to injury or death of any one (1) person and two (2) million dollars with respect to any one (1) accident, disaster or occurrence, and one hundred thousand dollars with respect to property damage. Tenant shall provide Landlord with a certificate of insurance prior to the commencement date of the term of this Lease, evidencing such coverage and Landlord's status as an additional insured. Tenant, at his expense, shall insure buildings for fire damages at replacement cost.
18. Any notice upon Landlord or Tenant required or permitted to be given under this Lease shall be in writing and shall be deemed to have been duly and sufficiently given if a copy thereof has been personally delivered or mailed by United States registered or certified mail, postage prepaid to Tenant at 29 Cougar Court, Taft, CA 93268, and to Landlord at P.O. Box 344, Taft, CA 93268. Any notice required or permitted to be given under this Agreement shall be deemed effective upon receipt or failure to accept delivery. Notice of any change in address shall be given as set forth in this Paragraph.
19. Landlord shall have the right to enter the Premises for the purposes of making necessary or agreed repairs and for showing the Premises to prospective tenants, purchasers, or mortgagees, provided that, except in the case of an emergency, such entry shall be made during normal business hours and upon at least thirty-six (36) hours' prior notice to Tenant. Tenant may not change the locks to the Leased Premises without the prior consent of Landlord, and Landlord shall be provided by Tenant with a working key to the locks if the change is allowed.

Landlord: Charles E. Beard

By: Charles E. Beard
Beard Family Trust

Date: 10/22/2014

Tenant: West Kern Community
College District

By: Dena Maloney
Dena Maloney, Ed.D. Supt./Pres.

Date: 10/17/14

Exhibit "A"
Map of Premises

