

**TOWN OF MAMMOTH LAKES
LEASE AGREEMENT**

This Lease Agreement ("Lease") is entered into on Dec 15, 2021, by and between the Town of Mammoth Lakes, a municipal corporation ("Lessor"), and **Mammoth Disposal Company, a California corporation** ("Lessee"). Lessee and Lessor may be referred to in this Lease individually as "Party" or collectively as "Parties."

RECITALS

A. Lessor is the owner of certain real property located at 312 Industrial Circle APN 037-260-037-000, in the County of Mono, State of California ("the Property"). The Property is depicted in Exhibit "A" attached hereto and incorporated herein by reference.

B. Upon the terms and conditions set forth hereinafter, Lessor desires to lease the Property to Lessee, and Lessee desires to lease the Property from Lessor for the purposes set forth herein.

CONDITIONS

1. Term. The term of this Lease shall commence on Jan 1, 2022 ("Commencement Date"). The lease provided herein shall continue for a period of five (5) years after the Commencement Date with an option to renew for an additional five (5) years as set forth below. After expiration of the term of this Lease, and in the case where Lessee has not vacated the Property prior to expiration, tenancy shall continue on a month-to-month basis, for a rental amount equal to one hundred fifty percent (150%) of the rental amount paid by Lessee prior to expiration of this Lease, until either party terminates this Lease in accordance with Section 22 herein.

1.1 Option to Renew: Provided Lessee is not then in default under this Lease and further provided Lessee gives Lessor at least 90 days written notice prior to the end of this Lease, Lessee is hereby given the option by mutual agreement to extend the term of the Lease for Two (2) separate periods of five (5) years each upon all the terms and conditions of the Lease except that the rent shall be determined as follows.

Lessor shall determine the Fair Market Rental Rate by using its good faith judgment. Lessor shall provide written notice of the proposed rent within fourteen (14) days after Lessee provides the notice to Lessor exercising Lessee's option rights which require a calculation of the Fair Market Rental Rate. In the event Lessee fails to accept the new rental proposed by Lessor, the Parties shall attempt to agree upon such Fair Market Rental Rate, using their best good faith efforts.

2. Payments.

21 Base Lease Payments. Lessee shall pay to Lessor, as rent, the sum of one thousand dollars (\$1,200) per month (the "Base Lease Payment"). The first lease payment shall be due on the Commencement Date. Subsequent lease payments shall be due and payable on

the first day of each calendar month.

2.2 Additional Rent. Commencing on the first anniversary of the date Lessee is obligated to pay rent under this Lease and continuing on each subsequent anniversary during the term of this Lease, the Base Lease Payments shall be increased by a percentage equal to the percent change in the Consumer Price Index for All Urban Consumers, Los Angeles-Long Beach-Anaheim statistical area in the most recent 12-month period for which data are then available. Notwithstanding the foregoing, no annual increase shall be less than two percent (2.0%) or greater than five percent (5.0%).

23 Security Deposit. Not later than the Commencement Date, Lessee shall tender to Lessor a security deposit in the amount of five thousand dollars (\$5,000) (the "Security Deposit"). Lessee agrees that Lessor may (but shall not be required to) apply the Security Deposit in whole or in part to remedy any damage to the Property caused by Lessee, its agents or invitees or any failure of Lessee to perform any other terms, covenants or conditions contained herein, without waiving any of Lessor's other rights and remedies hereunder or at law or in equity and without any obligations. Should Lessor use any portion of the Security Deposit to cure any default by Lessee hereunder, Lessee shall immediately replenish the Security Deposit to the original amount. If the Base Lease Payment is increased pursuant to any of the provisions of this Lease, Lessor may require Lessee to increase the Security Deposit accordingly. Lessor's obligations with respect to the Security Deposit are solely that of creditor and not of trustee. Lessor shall not be required to account for the Security Deposit separately from other funds under Lessor's control, and Lessee shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Lessee under any provisions of this Lease.

24 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of any payment under this Lease, or any other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment, or any other sum due from Lessee to Lessor is not received by Lessor within ten (10) days after such amount is due, whether or not any notice of default or another notice has been given, Lessee shall pay to Lessor interest on all delinquent amounts from the date such payment was due, without regard to any grace period, at the compounded annual rate of ten percent (10%) of the overdue amount. The parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee.

3. Use. Lessee shall: (i) observe and comply with all local, state, and federal laws and regulations, including any Town, County and State restrictions, laws and ordinances affecting the Property or occupancy thereof; (ii) not commit any waste or suffer any waste to be committed on the Property; and (iii) only use the Property for one or more permitted uses, as defined herein.

3.1 Permitted Uses. For purposes of this Lease, Lessee shall use the Property only for the following:

- Storage of waste and recycling bins and containers and parts
- Maintenance and repair of waste and recycling bins and containers
- Storage of vehicles and equipment
- Interior storage of paint, oils, fuels and other materials used to service bins

All uses of the Property by Lessee shall comply with all local, state, and federal laws and regulations. To the extent that Lessee's operations require an industrial stormwater permit under applicable law, Lessee shall obtain such a permit prior to commencing operations or any aspect of its operations which requires such permit.

32 Prohibited Uses. Lessee shall not commit or allow any waste, nuisance, or other such act or omission to occur in the Property, and shall not do any act or allow in the Property any condition which may disturb the quiet enjoyment of those occupying the surrounding properties, including without limitation any other tenants or occupants in the Property or in the Property. Lessee shall not store solid waste, refuse, recyclable materials, or hazardous materials on the Property. Lessee shall not allow water or other runoff from washing bins, cans, or other receptacles for solid waste, refuse, or recyclable materials to leave the Property. All such water or other runoff shall be contained within systems or structures on the Property. No such systems or structures shall be installed without Lessor's written consent pursuant to Section 12 herein. Lessee shall not allow odors from its operations on the Property to escape from the Property.

4. Common Areas. For purposes of this Lease, the "Common Areas," shall be all areas and facilities outside the Property which are designated for the use of all owners or occupants of the industrial park within which the Property is located. Lessee, its agents, customers, employees and invitees shall have the non-exclusive right in common with Lessor and all others to whom Lessor or the industrial park property owners' association have granted or may hereafter grant rights to use the Common Areas subject to such reasonable rules and regulations as Lessor or the property owners' association may from time to time impose.

5. Discrimination. Lessee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the Property, nor shall Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of Lessees, sub lessees, or vendees in the Property.

6. Utilities. Lessee shall make all arrangements for and pay for its own utility services, including without limitation telephone service, internet service if required, water service, electric service, and snow removal.

7. Vehicle Parking. Customers, employees, guests and invitees of Lessee may park on the Property.

8. Possessory Interest Tax.

81 Lease Subject to Possessory Interest Tax. Lessee hereby recognizes and understands that this Lease may create a possessory interest subject to property taxation, and that Lessee may be subject to the payment of property taxes levied on such interest. Any such imposition of a possessory interest tax shall be a tax liability of Lessee

solely, notwithstanding any provision of this Lease to the contrary. In addition, Lessee shall pay any personal property taxes that may become due for equipment, fixtures, inventory, or other personal property installed, maintained, or present in the Property.

82 Payment of Possessory Interest Tax. Lessee shall promptly notify Lessor of any possessory interest tax imposed against Lessee's interest in the Property, and shall provide Lessor with a copy of any bill or assessment imposing the possessory interest tax. Lessor shall remit to the taxing agency the amount of the possessory interest tax imposed against Lessee, shall promptly notify Lessee in writing of the payment, and Lessee shall pay Lessor the amount paid by Lessor within 45 days of receiving Lessor's notice. Lessee's failure to timely pay Lessor this amount shall constitute a material breach of this Lease for purposes of Section 22.

9. Repairs and Maintenance. Lessee shall, at Lessee's expense, maintain, repair and replace, and keep in good and safe condition, all portions of the Property. To the extent that Lessee makes alterations, additions, or improvements pursuant to Section 12 below, Lessee shall be solely responsible for maintaining and keeping in a state of good repair all such alterations, additions, and improvements.

10. Conditions of Property and Disclaimer of Liability.

10.1 Condition of Property. Lessee has examined the Property and any Common Areas to which Lessee and its employees, customers, or visitors will have access, and agrees to take possession of the Property in an "as is" condition. Lessee acknowledges and agrees that Lessor has made absolutely no representations, guarantees or warranties regarding the Property or any Common Areas, nor has Lessor made representations, guarantees or warranties regarding whether the Property and Common Areas and improvements thereon comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the commencement date of this Lease.

102 Disclaimer of Liability for Conditions of Property. Lessor shall have no liability to Lessee or any owner, officer, employee, customer, vendor, guest, or visitor of Lessee arising out of or due to the use of the Property or the Property by any person. The indemnification and hold harmless provisions of Section 16 of this Lease are applicable to claims and causes of action arising out of the condition of the Property and the Property.

11. Damage or Destruction of Property. Unless as the result of negligence or intentional unlawful act of Lessee, if during the term of this Lease, any portion of the Property shall be damaged by fire or other catastrophic cause, so as to render such portion of the Property untenable, the obligations under this Lease may be suspended while such portion of the Property remains untenable. In the event of such damage, Lessee shall give Lessor notice of such untenable conditions and the Lessor shall elect in its sole discretion, whether to repair the Property or to cancel this Lease with respect thereto. In the event that Lessor elects not to repair the Property or portion thereof, this Lease shall be deemed canceled as of the date the damage occurred with respect to the applicable portion(s). In the event such damage is not repaired within ninety (90) days and that such damage impairs Lessee's ability to conduct its business, Lessee shall have the option to terminate the Lease.

12. Alterations, Additions and Improvements. Lessee may not make any alterations, improvements or additions in, on or about any of the Property, including but not limited to Lessee's

occupied portion, without first obtaining the prior written consent of Lessor's Town Manager and Public Works Director, the prior written consent of the industrial park property owners' association, and any permits or approvals customarily required for such work by Mono County. Lessee, its customers, employees, vendors, invitees, contractors, and maintenance workers shall take all precautionary measures not to leak, spill, or release a hazardous substance in or on the Property or the Property, and to immediately notify Lessor if any leakage, spillage or release of a hazardous substance occurs.

121 Any and all alterations which become fixtures under California law shall at once become a part of the realty and belong to Lessor. However, Lessor may, in its sole discretion, require Lessee to remove any alterations, fixtures, or other tenant improvements prior to vacating the Property. Lessee shall be responsible for repair for any damage caused by said removal.

122 Lessee shall keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee, and Lessee shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Lessor shall constitute a default of this Lease.

123 At its election, but without having any obligation to do so, Lessor may pay such liens not so removed by Lessee and Lessee shall, within ten (10) days following the receipt of written request from Lessor, reimburse Lessor for all such costs incurred by Lessor with respect to the removal of such liens.

13. Subordination. This Lease is and shall be subordinate to any reciprocal easement agreement, ground lease, facilities lease or other underlying lease and the lien of any mortgage or deed of trust and all renewals, modifications, consolidations, replacements and extensions of any of the foregoing, that may now exist or hereafter be executed by Lessor affecting the Property, or any part thereof, or Lessor's interest therein, without the necessity of executing any instrument to effectuate such subordination; provided, however, upon Lessor's request, Lessee, or Lessee's successor-in-interest, shall execute and deliver any and all instruments desired by Lessor evidencing such subordination in the manner requested by Lessor. Notwithstanding the foregoing, Lessor or the holder shall in its respective discretion, have the right to subordinate any such interests to this Lease. If any ground lease or underlying lease terminates for any reason or any mortgage or deed of trust is foreclosed or conveyance in lieu of foreclosure is made for any reason, Lessee shall attorn to the successor-in-interest to Lessor, at the option of such successor-in-interest. The provisions of this Section shall be self-operative and no further instrument shall be required. Lessee agrees however, to execute and deliver, upon demand by Lessor and in the form requested by Lessor, any additional documents evidencing the priority or subordination of this Lease.

14. Estoppel Certificates. Within twenty (20) days after request by Lessor, Lessee will deliver an estoppel certificate duly executed (and acknowledged, if required by any lender), to any proposed mortgagee, or purchaser. Lessee's failure to deliver this statement in that time period will be an Event of Default under this Lease.

15. Access by Lessor. Lessor reserves for itself and any of its designated agents the right to enter the Property as follows:

(a) on a regular basis without advance notice to supply any necessary or agreed-upon service to be provided by Lessor hereunder;

(b) on an occasional basis, at all reasonable times after giving Lessee 24 hours' advance written or oral notice, to show the Property to prospective lessees or other interested parties, to post notice of non-responsibility, to conduct any environmental audit of Lessee's use of the Property, to repair, alter or improve any part of the Property, and or any other lawful purpose; and

(c) on an emergency basis without notice whenever Lessor believes that emergency access is required. Lessor shall have the right to use any means that it deems proper to open doors in an emergency in order to obtain access to any part of the Property, and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Property, or an eviction, actual or constructive, of Lessee from the Premises or any portion thereof. Lessee shall not alter any lock or install any new or additional locking devices without the prior written consent of Lessor.

16. Indemnity. Lessee agrees to indemnify, defend, and hold Lessor, its elected and appointed officials, employees, agents, successors and assigns, volunteers, and guests, and the personal property of the Lessor, including the Property, free and harmless of any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation and/or use of the Property, specifically including, without limitation, any claim liability, loss or damage arising by reason of:

(a) The death or injury of any person or persons, including Lessee or any person who is an employee, agent, guest, or customer of Lessee, or by reason of the damage or destruction of any property, including property owned by Lessee or any person who is an employee, agent, guest, or customer of Lessee, and caused or allegedly caused by either the condition of said premises, or some act or omission of Lessee or of some agent, contractor, employee, servant, sub lessees, guest, or customer of Lessee on the Property;

(b) Any work performed on the Property or materials furnished to the Property at the insistence or request of Lessee; and

(c) Lessee's failure to perform any provision of this Lease, or to comply with any requirement of local, state or federal law or any requirement imposed on Lessor or the leased Property by any duly authorized governmental agency or political subdivision.

17. Hazardous Materials Prohibited. The use, generation, storage or disposal of Hazardous Materials on the Property is strictly prohibited, and any such use, generation, storage, or disposal shall result in a default and termination of this Lease. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes", "extremely hazardous wastes", or "restricted hazardous wastes", or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, '42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

18. Insurance.

18.1 Lessee shall obtain insurance in the amounts described below unless specifically altered or waived by Lessor ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Lease or be no less than two times the specified occurrence limit.

(i) General Liability Insurance. Lessee shall maintain occurrence version general liability insurance, or an equivalent form, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence, which limit may be satisfied by a combination of primary and umbrella policies.

(ii) Workers' Compensation Insurance. Licensee shall maintain Workers' Compensation insurance in compliance with all applicable statutes.

18.2 The general liability insurance policy shall name Lessor, its elected officials, officers, employees, agents, and volunteers as additional insureds. The Required Insurance shall be primary as to Lessee's operations with respect to any insurance or self insurance programs covering Lessor, its elected officials, officers, employees, agents, and volunteers, or if in excess stand in an unbroken chain of coverage in excess of Lessee's scheduled underlying coverage. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to Lessor, its elected officials, officers, employees, agents, and volunteers.

18.3 Prior to the Commencement Date, Lessee shall furnish to Lessor properly executed certificates of insurance which evidence all Required Insurance. Licensee shall maintain the Required Insurance at all times while this Lease is in effect, and shall replace any certificate, policy, or endorsement which will expire or does expire, within ten (10) business days thereof without a lapse in coverage. Lessee shall forward any notice of cancellation to Lessor within two (2) business days from date of receipt by Lessee. Lessee's failure to forward Lessor any notice of cancellation issued to Lessee shall be considered a breach of this Lease. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Lessor, its directors, officials, officers, employees, agents, and volunteers. Unless approved in writing by Lessor, Lessee shall place the Required Insurance with insurers licensed or authorized to do business in the State of California and with a current AM. Best rating of at least A-:VII.

19. Attorneys' Fees. Should any action or proceeding be commenced by Lessor to enforce the provisions provided in this Lease, or should any litigation be commenced between the parties to this Lease concerning the Property, this Lease, or the rights and duties of either in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted as the result of said litigation, to a reasonable sum for its attorneys' fees.

20. Assignment and Subletting. Lessee agrees not to convey, assign, sublet or encumber any interest in the Property during the term of this Lease without first obtaining Lessor's prior written approval, which may be granted or refused in Lessor's sole and absolute discretion, notwithstanding sections 1995.260 and 1995.270 of the California Civil Code as they may be amended. Any attempted sale, conveyance, assignment, sublet, or encumbrance shall be void where prior written approval has not first been obtained from Lessor. Any assignment or subletting approved by Lessor shall not relieve Lessee of any of its obligations or liabilities under this Lease for the term of this Lease, and both Lessee and any subsequent assignor(s) and lessor(s) will be deemed to be bound by this Lease.

21. Termination. Without limiting its ability to seek other remedies, either at law or in equity, either party may terminate this Lease and all of the obligations herein, at its option, upon the other party's breach of any of its obligations under this Lease and failure to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party or, if such cure cannot be completed within thirty (30) days, the breaching party's failure to commence such cure within thirty (30) days after its receipt of written notice and thereafter failing to diligently prosecute such cure to completion.

In addition to the foregoing, upon expiration of the Lease term provided in Section 1 of this Lease either party may terminate this Lease by providing the other party with thirty (30) days' prior written notice of its wish to terminate. Said notice shall be sent via certified mail, return receipt requested, to the location specified in Section 23 of this Lease, and shall be deemed accepted upon delivery.

22. Default. Any of the following events or occurrences shall constitute a material breach of this Lease by Lessee, and shall constitute an event of default.

(a) A default by Lessee in the payment when due of any rent or other sum payable under this Lease and the continuation of this default for ten (10) or more days after notice of the default from Lessor, provided that if Lessee has failed two (2) or more times in any twelve (12) months to pay any rent or other sum when due and notice of this default has been given by Lessor in each instance, no further notice shall be required after such instances until the expiration of twelve (12) months in which all rental and other sums payable under this Lease have been paid on or before the date due;

(b) Abandonment, vacation, or surrender of the Property by Lessee without Lessor's prior written consent. Failure to occupy and/or operate the Property for ten (10) consecutive days shall be deemed an abandonment and vacation (unless at least ten (10) days before failing to occupy or operate the Property Lessee gives Lessor written notice that Lessee intends to continue using the Property and will continue maintaining the Property while it is vacant), or the dispossession of Lessee from the Property (other than by Lessor by process of law or otherwise);

(c) The failure by Lessee to perform any other obligation under this Lease, if the failure has continued for a period of thirty (30) days after Lessor demands in writing that Lessee cure the failure. If, however, by its nature, the failure cannot be cured within thirty (30) days, Lessee may have a longer period as is necessary to cure the failure, but this is conditioned upon Lessee's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure; or

(d) The bankruptcy or insolvency of Lessee, a transfer by Lessee in fraud of creditors, an assignment by Lessee for the benefit of creditors, or the commencement of proceedings of any kind by or against Lessee under the Federal Bankruptcy Act or under any other insolvency, bankruptcy, or reorganization act, unless Lessee is discharged from voluntary proceedings within ninety (90) days.

Notices given under this Section shall specify the alleged default and the applicable Section(s), and shall demand that Lessee perform as provided under the applicable Section(s) or pay the amount that is in arrears, as the case may be, within the applicable period

of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

23. Notice. All notices or other communications required or permitted hereunder shall be in Writing, and shall be personally delivered, sent by registered or certified mail, return receipt requested, or email and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office.

To Lessor: Town of Mammoth Lakes
 P.O. Box 1609
 Mammoth Lakes, CA 93546
 Attn: Town Manager
 dholler@townofmammothlakes.ca.gov

With copy to Town Attorney:
Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546
Attn: Town Attorney
amorris@townofmammothlakes.ca.gov

To Lessee:

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request or communication sent.

24. No Right to Holdover. Lessee has no right to retain possession of the Property or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, the lease payment amount specified in Section 2 of this Lease shall be increased to one hundred fifty percent (150%) of the applicable amount immediately preceding the expiration or termination of this Lease.

25. Sale and Use of Alcohol. Lessee agrees that it shall not allow for the sale of alcoholic beverages on the Property at any time, or in any manner. Public intoxication and possession of open alcoholic containers on the Property and outside the Property, including within the Common Areas is prohibited. Lessee's failure to strictly adhere to this provision shall result in Lessee immediately being declared in material breach of this Lease by Lessor, and shall result in an event of default as provided in Section 22 herein.

26. [Reserved].

27. Compliance with Laws. Lessee shall comply with all applicable Federal, State and local laws, regulations and standards that are or may become applicable to Lessee's occupancy

and/or activities on the Property. The judgment of any court of competent jurisdiction, or the admission of Lessee in a proceeding brought against it by any governmental entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between the Lessor and the Lessee and shall constitute grounds for declaration of default, material breach, forfeiture, and termination of this Lease by Lessor.

28. Cumulative Remedies. No remedy or election contained herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

29. Signs. All signs and graphics of every kind visible from the exterior of the Property will be subject to Lessor's prior written approval in its sole discretion, and will be subject to any applicable laws and ordinances of Mono County.

30. [Reserved].

31. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

32. Captions. Any captions to, or headings of, the sections or subsections of this Lease are solely for the convenience of the parties hereto, are not a part of this Lease, and shall not be used for the interpretation or determination of the validity of this Lease or any provision hereof.

33. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Lease shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

34. Amendment of Lease. The terms of this Lease may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

35. Waiver. The waiver or failure to enforce any provision of this Lease shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

36. Applicable Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce this Lease shall be brought and maintained exclusively in the Mono County Superior Court.

37. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Lease, including any permit or license fees which Lessee may be required to obtain pursuant to its occupancy.

38. Authority to Execute Lease. Lessor and Lessee warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each party for whom they sign to perform as provided herein.

39. Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, Lessee shall be responsible for the acts or omissions of its sublessee(s), if any.

40. Incorporation of Recitals and Exhibits. Each and all of the Recitals and Exhibits to this Lease are incorporated by reference as though fully set forth herein.

41. Entire Agreement. This Lease supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Lessee and Lessor as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employees, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first-above written.

LESSOR AND LESSEE(S) HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PROPERTY.

LESSOR
Town of Mammoth Lakes, a municipal
corporation

By: _____
Daniel C. Holler,
Town Manager

Date: _____

LESSEE
By: _____

Name:
Title:
Date: _____

I've asked for two names and titles

EXHIBIT "A"
THE PROPERTY
TO BE INSERTED