



Lease Agreement
Between
The Town of Mammoth Lakes
And
Mammoth Lakes Tourism

This Lease Agreement (“Lease”) is entered into this 30 Day of June 2023 between the Town of Mammoth Lakes (“TOML”), a municipal corporation, and Mammoth Lakes Tourism (“MLT”), a 501c6 non-profit corporation.

RECITALS

A. TOML owns and manages the Mammoth Lakes Tourism Administrative Office building, located at 2520 Main Street, Mammoth Lakes, California (the “Property”).

TOML desires to lease office space within the Property (the “Leased Premises”), to MLT on the terms and conditions contained herein, and MLT desires to lease the Leased Premises from TOML on the terms and conditions contained herein.

TERMS AND CONDITIONS

1. **Lease Term:** This Lease shall commence on July 1, 2023 and continue to and include the termination date of June 30, 2026. Either party may terminate this Lease before the term expires by providing a written notice of intent to terminate at least 30 days prior to the date of termination. If the Town ceases to contract for services with MLT the lease we terminate at the time services are terminated.
2. **Rent:** MLT shall pay directly to TOML a one-time payment in the amount of \$100 for the term of this Lease, to be paid in full by September 30, 2023. The Town will use Tourism Reserve funds to cover the annual permit cost charged by the Forest Service for use of the land.
3. **CASp Disclosure:** As of the effective date of this Lease, the Leased Premises has not undergone inspection by a Certified Access Specialist (CASp). A CASp can inspect the Leased Premises and determine whether the Leased 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 Leased Premises, Town may not prohibit MLT from obtaining a CASp inspection of the Leased Premises for MLT, if requested by MLT. 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 Leased Premises. Except as otherwise expressly agreed upon in writing by Town, Town has no obligation for the payment of the CASp fee or the cost of making repairs pursuant thereto, nor shall Town have any liability to MLT arising out of or related to the fact that the Leased Premises has not been inspected by a CASp, and MLT waives all such liability and acknowledges that MLT shall have no recourse against Town or the Leased Premises as a result of or in connection therewith.

4. **Use of Premises:** MLT shall have use of the Property and Leased Premises as needed, provided that MLT adheres to the following requirements. MLT 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 Leased Premises or occupancy thereof; and (ii) not commit any waste or suffer any waste to be committed on the Leased Premises.

5. **Maintenance:** MLT is responsible to maintain the interior space of the Leased Premises, including but not limited to regular housekeeping and interior maintenance. No building related improvements to the inside of the Leased Premises may be made without prior authorization of TOML. TOML is responsible for the exterior maintenance of the Property, provided that TOML's obligations shall be limited to available Town resources. MLT may provide maintenance to the exterior of the Property upon written approval from the TOML.

6. **Assignment or Sub-Lease:** MLT shall not assign this Lease or sub-let or grant any license to use the Property, the Leased Premises, or any part thereof with prior approval of TOML and the Inyo National Forest, which may be granted or refused in the respective sole and absolute discretion of TOML and the Inyo National Forest, 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 TOML. Any assignment or subletting approved by TOML shall not relieve MLT of any of its obligations or liabilities under this Lease for the term of this Lease, and both MLT and any subsequent assignor(s) and lessor(s) will be deemed to be bound by this Lease.

7. **Alterations or Improvements; Condition of Property:** MLT shall make no alterations or improvements to the Property or the Leased Premises without the prior written consent of the TOML. MLT has examined the Leased Premises and the Property, and agrees to take possession of the Leased Premises in an "as is" condition. MLT acknowledges and agrees that TOML has made absolutely no representations, guarantees or warranties regarding the Leased Premises or the Property, nor has TOML made representations, guarantees or warranties regarding whether the Leased Premises or the Property comply with applicable covenants and restrictions of record, building codes, ordinances or statutes in effect at the commencement date of this Lease.

8. **Hazardous Materials:** MLT shall not keep on the premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion

on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

9. **Damage to Premises:** the Parties agree that in the event the building/premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of MLT, this agreement shall terminate from such time except for enforcing rights that may have been accrued under the agreement. The agreement will continue once the building/premises are rendered habitable again.

10. **Indemnification:** MLT agrees to indemnify, defend and hold harmless TOML, its officers, employees and agents or claim of liability, including attorneys' fees, arising by reason of personal injury, death, or property damage and resulting from MLT's negligence, recklessness or willful misconduct or that of its officers or employees in the performance of its duties and obligations under this agreement.

11. **Insurance:** MLT agrees to maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit. The insurance policy shall name the Town of Mammoth Lakes as an additional insured, and shall be primary with respect to MLT's operations.

12. **Verification of Coverage:** MLT shall furnish the TOML with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the TOML. TOML reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

13. **Nondiscrimination:** MLT 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 premises, nor shall MLT 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 in the Property or Leased Premises.

14. **Possessory Interest Tax:** MLT hereby recognizes and understands that this Lease may create a possessory interest subject to property taxation, and that MLT 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 MLT solely, notwithstanding any provision of this Lease to the contrary. In addition, MLT shall pay any personal property taxes that may become due for equipment, fixtures, inventory, or other personal property installed, maintained, or present in the Leased Premises.

15. **Attorneys' Fees:** Should any action or proceeding be commenced by TOML to enforce the provisions provided in this Lease, or should any litigation be commenced between the parties to this Lease concerning the Property or the Leased Premises, 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.

16. **Entire Agreement; Amendment:** This Lease supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between TOML and MLT 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, or any purported amendment to this Lease, shall be of any effect unless it is in writing and executed by the party to be bound thereby.

17. **Governing Law and Venue:** This Lease shall be governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Lease, the action shall be brought in a state court situated in Mono County, State of California, or in the federal court for the Eastern District of California.

18. **Severability:** If any portion of this Lease or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal or state statute, ordinance or regulation, the remaining provisions of this Lease, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of the Lease are severable.

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

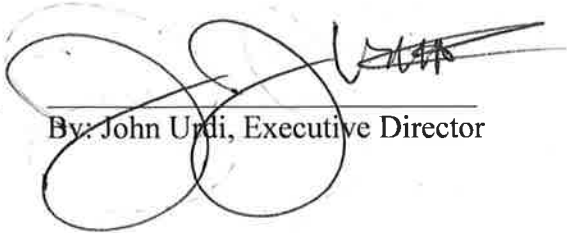
Town of Mammoth Lakes

Dated: _____

By: Daniel C. Holler, Town Manager

Mammoth Lakes Tourism

Dated: 6/29/23


By: John Urdi, Executive Director

Attest:
Jamie Gray

Town Clerk