

RENTAL AGREEMENT

NEW LIFE TABERNACLE
(2625 First Street, Napa, CA 94558)
AND
Napa Sanitation District
(1515 Soscol Ferry Road, Napa, CA 94558)

This Rental Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Property Owner, United Pentecostal Church of Napa, CA (dba New Life Tabernacle), shall be referred to as "OWNER," and Tenant, Napa Sanitation District, shall be referred to as "RENTER". As consideration for this agreement, OWNER agrees to lease to the RENTER the premises/property located in the back southwest corner of 2625 First Street, Napa, California, including street access from Kilburn Avenue, for use as a staging area for the Browns Valley Trunk Project ("PROPERTY").

1. **TERM.** The term of this Rental Agreement shall be sixteen (16) months, commencing June 1, 2019 and ending September 30, 2020, after which this Rental Agreement will become a month-to-month lease. This Rental Agreement may be terminated at the end of the lease term by either party with written notice delivered prior to September 1, 2019. If this Rental Agreement becomes month-to-month, it may be terminated by either party with written notice delivered thirty (30) days before the first day of each month.
2. **RENT.** The monthly rent for use of the PROPERTY shall be one thousand dollars (\$1,000.00) due by the first day of each month of the lease term.
3. **ACCESS.** In an effort to protect OWNER'S parking lot, there will be no heavy equipment access to PROPERTY from First Street. RENTER will also ensure dust control during the term of this lease, and that the gate access from Kilburn Avenue is locked nightly.
4. **RESTORATION OF PROPERTY.** RENTER shall be responsible for fully restoring the PROPERTY to pre-use condition. Any damage or alterations to the PROPERTY caused by RENTER's use shall be repaired to the satisfaction of OWNER.
5. **INSURANCE.** RENTER acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RENTER shall provide Liability Insurance to cover members and affiliates while said property is being used. RENTER shall provide certificate of liability insurance listing United Pentecostal Church of Napa, CA (dba New Life Tabernacle) named as additional insured entities. RENTER is hereby advised to obtain their own insurance policy to cover any liability and/or personal losses, and provide copy of said policy to OWNER prior to use of the property. RENTER agrees to provide said proof of insurance prior to June 1, 2019.

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6. **INDEMNIFICATION.** To the full extent permitted by law, RENTER shall hold harmless, defend at its own expense, and indemnify OWNER and the officers, agents, employees of OWNER from any and all liability, claims, losses, damages or expenses for personal injury (including death) or damage to property, arising from RENTER's use of PROPERTY. RENTER shall notify OWNER immediately in writing of any claim or damage related to activities performed under this Rental Agreement. The parties shall cooperate with each other in the investigation of any claim arising out of RENTER's use of PROPERTY, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

7. **MISCELLANEOUS.**

7.1 **Governing Law.** This Rental Agreement shall be construed and interpreted in accordance with the laws of the State of California.

7.2 **Severability.** If any term or provision of this Rental Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Rental Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Rental Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the parties as expressed herein.

7.4 **Signatures/Counterparts.** This Rental Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

8. **RECEIPT OF AGREEMENT.** The undersigned RENTER has read and understand this Rental Agreement and hereby acknowledges receipt of a copy of this executed Rental Agreement.

RENTER'S Signature: _____ Date: _____
Timothy B. Healy, General Manager

OWNER'S Signature: _____ Date: _____

APPROVED AS TO FORM:

By: 

John Bakker

District Legal Counsel