

LEASE AGREEMENT **DRAFT**

BETWEEN

MORONGO VALLEY COMMUNITY SERVICES DISTRICT (MVCSD)

AND

HDEAA NONPROFIT CORP

1. PARTIES

This Lease Agreement is entered into by and between the Morongo Valley Community Services District, a public agency and political subdivision of the State of California (“DISTRICT”), and the HDEAA Nonprofit Corp, a California nonprofit public benefit corporation (“LESSEE”).

2. PREMISES LEASED

DISTRICT hereby leases to LESSEE, and LESSEE leases from DISTRICT, the facility known as Fire Station #2, located at 51746 29 Palms Hwy, Morongo Valley, CA 92256, including all improvements, fixtures, outbuildings, and appurtenances (the “Premises”), as described in Exhibit A attached hereto.

3. TERM

This Lease shall commence on [Insert Date] and shall continue for a period of two (2) years, unless sooner terminated pursuant to this Lease. One (1) option to extend the Lease for an additional one (1) year term may be exercised by LESSEE with written notice to DISTRICT no fewer than six (6) months before the expiration of the original term.

4. RENT

LESSEE shall pay DISTRICT an annual rental fee of One Dollar (\$1.00). Payment shall be due within sixty (60) days of lease execution and annually thereafter on the anniversary of the Commencement Date.

5. USE OF PREMISES

LESSEE shall use the Premises exclusively for the purpose of operating a community fire resiliency and preparedness center, including public education, fire prevention outreach, grant-supported mitigation efforts, storage of emergency supplies, and as an administrative base for community resilience programs.

6. IMPROVEMENTS

All physical improvements funded or installed by LESSEE using grant funds or otherwise shall remain with the Premises upon lease termination, unless otherwise agreed in writing. All improvements shall comply with applicable building, health, fire, and accessibility codes.

7. MAINTENANCE AND REPAIRS

LESSEE shall, at its sole expense, maintain the Premises in good and safe condition, including:

- Roof, HVAC, and building systems
- Plumbing and electrical infrastructure
- Grounds, landscaping, and janitorial services
- General upkeep and interior repairs

DISTRICT shall only be responsible for repairs caused by DISTRICT negligence or force majeure beyond LESSEE's control.

8. UTILITIES

LESSEE shall pay for all utilities and services required for use of the Premises, including but not limited to electricity, water, internet, waste disposal, and security systems.

9. INSURANCE

LESSEE shall maintain, at its sole expense, the following minimum insurance:

- General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Property Insurance: Covering all contents and improvements owned by LESSEE
- Workers' Compensation: As required by California law
- Additional Insured: DISTRICT shall be named as an additional insured on all applicable policies

Proof of insurance shall be provided to DISTRICT annually and upon request.

10. INDEMNIFICATION

LESSEE shall indemnify, defend, and hold harmless DISTRICT and its officials, officers, employees, and agents from and against all claims, damages, losses, and expenses (including attorney's fees) arising from LESSEE's use of the Premises, except to the extent caused by the sole negligence or willful misconduct of DISTRICT.

11. RETURN OF PREMISES

Upon expiration or termination of this Lease, LESSEE shall return the Premises in as good condition as received, reasonable wear and tear excepted. LESSEE may remove its personal property provided the Premises are restored to prior condition unless DISTRICT elects to retain such property.

12. TERMINATION

Either party may terminate this Lease without cause by providing sixty (60) days' written notice to the other. In the event of breach, the non-breaching party may terminate this Lease with thirty (30) days' notice, provided the breach is not cured within that period.

13. ASSIGNMENT

LESSEE shall not assign or sublet any part of the Premises without prior written consent of DISTRICT.

14. NOTICES

All notices shall be delivered in writing to the following addresses:

DISTRICT:

Morongo Valley Community Services District

11207 Ocotillo Street, Morongo Valley CA 92256

LESSEE:

HDEAA Nonprofit Corp

PO Box 431

Joshua Tree, CA 92252

15. GOVERNING LAW / VENUE

This Lease shall be governed by the laws of the State of California. Venue for any legal action shall lie exclusively in San Bernardino County.

16. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties. No modification shall be valid unless in writing and signed by both parties.

SIGNATURES

MORONGO VALLEY COMMUNITY SERVICES DISTRICT

By: _____

Name:

Title:

Date:

HDEAA NONPROFIT CORP

By: _____

Name: Justin Merino

Title: President

Date:

EXHIBIT A – Premises Description

[Insert detailed legal or narrative description of the Fire Station #2 site, including buildings, square footage, parcel information, and boundaries.]
