

LEASE AGREEMENT

Lessor:

Presbytery of San Diego, a religious non-profit California corporation
3707 Udall St.
San Diego, CA 92107
Acting in conjunction with its primary tenant, South Sundanese-American Presbyterian Fellowship (SSAPF), 5202 Orange Ave., San Diego, CA 92115

Lessee:

Saint Abune Aregawi Ethiopian Orthodox Tewahedo Church Inc., a religious non-profit California corporation
P.O. Box 153047
San Diego, CA 92195

The Lessor and the Lessee individually are a **Party** and collectively are the **Parties** to this Lease Agreement (hereinafter **Lease**).

Premises Address:

5202 Orange Ave.
San Diego, CA 92115

I. TERM:

- A. The **Initial Term** of the Lease shall be for one year, commencing on November 15, 2023, and terminating on November 14, 2024.
1. Lessee shall have the right to exercise three (3) 12-month options to renew the Lease, so long as (i) Lessee is not in default under the terms of the Lease at the time the option is exercised; and (ii) the Lessee gives written notice to the Lessor of its intent to exercise the subsequent option to renew a minimum of ninety (90) days prior to the end of the Initial Term of the Lease or any option year in an extension thereof. The Initial Term plus any options exercised comprise the **Term** of this Lease.
 2. Either Party may terminate this Lease without cause by providing a 90-day written notice to the other Party at any time after the Initial Term.
 3. Lessor may withhold any Lease option by giving a notice of no fewer than 120 days that an option (and any subsequent options) may not be exercised.
 4. Lessor shall have the right, at its absolute discretion, to sell the entire Premises. Lessee shall be notified immediately upon listing the Premises for sale. Either Party shall have the right to terminate the Lease upon signing of the contract of sale.

5. Lessee's failure to execute an option will render all subsequent options void.

B. Termination of Lease.

This Lease will terminate at the end of the Initial Term unless continued as provided above. Under any circumstances, the Term of this Lease will cease no later than 11:59 p.m., November 14, 2027 (assuming all options have been exercised by Lessee), or earlier if Lessee fails to exercise an option as provided in paragraph A.1 above or if either Party terminates the Lease as provided for above.

II. RENT AND PAYMENTS:

A. Lessee shall pay **Rent** as follows based on use of the Premises as described below:

The Initial Term (year 1) = \$400 per month

Renewal Term year 2 = \$420 per month

Renewal Term year 3 = \$440 per month*

Renewal Term year 4 = \$460 per month*

*Each renewal term envisions a five percent (5%) increase in Rent over the prior year's Rent. However, the year 3 Rent is reduced by \$1 and the year 4 Rent is reduced by \$4 as consideration for Lessor being denied use of the church building at each of the times prescribed by a Memorandum of Agreement executed September 29, 2023, and having to clean the worship area to make it suitable for use.

B. Rent payments for each month are due on the first day of the month, to be received by Lessor at the location identified below no later than the tenth (10th) day of the month.

C. **Additional Rent** is due and payable to Lessor under various circumstances as provided herein. Any Additional Rent shall be paid within 15 calendar days after presentation of documentation that identifies the reason for the Additional Rent and the amount thereof.

D. Lessee shall pay Additional Rent for uses of the Premises identified in paragraph IV.A, below, at times other than identified therein. Such rent shall be at the following rates:

Sundays and religious holidays: \$30 per hour of facility being made available to Lessee, not to exceed \$200 for any one use.

All other days: \$60 per day or \$30 per half day. A half day will start at 7 a.m. and end at 1 p.m. or start at 1:00 pm and end at 7:00 pm.

- E. Any regularly scheduled additional uses or programming shall be the subject of an amendment to this Lease.
- F. All Rent, Additional Rent, deposits, payments for maintenance performed by the Lessor, or any other payment pursuant to this Lease shall be made payable to:
The Presbytery of San Diego
3707 Udall Street
San Diego, CA 92107

III. UTILITIES:

- A. Lessor shall pay charges for sewer, gas, electricity, and any shared services (*e.g.*, trash removal) used by Lessee on the Premises described in paragraph IV.A, below, during the Term, unless otherwise expressly agreed in writing by Lessor and Lessee.
- B. All dry and food waste trash generated by Lessee shall be placed in the appropriate trash containers maintained by SSAPF. Lessee shall be responsible for removal of any trash that cannot be placed in those trash containers. Any cost incurred to remove trash beyond the regularly maintained trash receptacles that Lessee has placed outside shall be reimbursed by Lessee as Additional Rent. Each Party shall be responsible for excess trash removal that may be generated due to special events which it has sponsored.
- C. Lessee is responsible for obtaining its own telephone, internet service and television signal service, if needed, at no cost to Lessor. Lessee shall not use the telephones of SSAPF except in the case of emergency.

IV. PERMITTED USE:

- A. Lessee shall use and occupy the Premises for church worship service activities and religious programs consistent with the Constitution of the Presbyterian Church (U.S.A.). Lessee shall have use of the Premises as follows:
 - 1. The entire church building and surrounding ground space from the street back to the fence that separates the "farm" that is operated by a different lessee, except for the pastor's office space in the building, at the following times:
 - i. On each Saturday of the year except Easter Saturday of the Julian calendar, from 6 a.m. until noon (12 p.m.), with access only to the church building prior to 6 a.m., to complete the worship area setup;
 - ii. On Easter Friday of the Julian calendar from 10 a.m. until 3 p.m.;

- iii. On Easter Saturday of the Julian calendar 9 p.m. until 2 a.m. Sunday morning;
 - iv. One Saturday between January 20 and January 29 of each year on the Julian calendar, from 6 a.m. until 1:30 p.m.; and
 - v. One Saturday between October 20 and October 29 of each year on the Julian calendar, from 6 a.m. until 1:30 p.m.
 - vi. Lessee shall have exclusive use of the large worship room in the church building during the times set forth above. Any other activity inside the building shall be quiet to not intrude on Lessee's privacy use of the building. Should the church building not be available, Lessee may appeal to Lessor following the process of paragraph XII.D, below, seeking appropriate remediation and/or relief.
 - vii. Lessee shall notify SSAPF of the exact date desired for each Saturday in paragraphs iv and v at least 30 days in advance of each date. Agreement to each date shall not be unreasonably withheld.
 - viii. Lessee shall notify Lessor and SSAPF by letter, to be received not later than December 15 of each year during the Term, of the Gregorian calendar dates that correspond to the Julian calendar dates that are used for Lessee's religious services during the subsequent year.
2. The church building and adjacent patio area on the west side will be utilized per the following criteria:
- i. Lessee will ensure the sanctuary is left in a clean and orderly condition after each use.
 - ii. Use of the kitchen shall be limited to serving prepared food. Lessee shall not prepare food, including chopping or slicing food items and warming or cooking food, on the Premises. Any kitchen containers and utensils used for food service shall be washed in hot water exceeding 140 degrees Fahrenheit (140° F), dried and returned to the proper storage location, prior to expiration of the use period during which food is served.
 - iii. SSAPF shall have priority use of the sanctuary in case of memorial services or other significant church-related events that are time-sensitive. SSAPF agrees to give Lessee a 72-hour minimum notice if a special event will infringe upon a designated time of usage described in paragraph IV.A.1, above. Additional Rent will not be charged for usage rescheduled to accommodate SSAPF's priority use. Agreement to reschedule such usage

shall not be unreasonably withheld.

- iv. Lessee understands that the SSAPF has priority for use of the sanctuary for religious observances on Christmas Eve and Christmas Day (Gregorian calendar December 25). SSAPF will advise Lessee of planned use of the sanctuary a minimum of 60 days in advance of each of those days. Lessee may then schedule its own observance on a priority basis pursuant to paragraph IV.A.2.iii, above.
 - v. Lessor maintains a lease with another lessee that has use of the restroom facilities in the church building on Saturday mornings. That lessee's employees and volunteers may enter the facility from time to time during Lessee's religious services. Lessee may post signs at the appropriate places on the Premises requesting quiet during its activities. Lessor will request the other lessee recognize the need for quiet to not disturb Lessee's services and limit access to the hallway and restrooms.
3. Lessor shall ensure the church building and adjacent patio area are clean and orderly, suitable for use during worship services, prior to the commencement time for each permitted use described in paragraph IV.A.1, above. Should Lessee find the area to be used for worship services to be in an unsatisfactory condition, the following process may be followed:
- i. Lessee notify the SSAPF point of contact identified pursuant to paragraph XXII.D, below, to remedy the situation if possible;
 - ii. If the situation is not remedied timely, Lessee document the unsatisfactory condition with photographs and a narrative description;
 - iii. Lessee titivate the area to a condition suitable for worship services and photograph areas where the unsatisfactory condition has been remedied, noting the amount of time required to remedy the condition;
 - iv. Lessee appeal to Lessor following the process of paragraph XII.D, below;
 - v. Lessor shall grant Lessee \$10 credit toward the succeeding month's Rent if determined appropriate by the Chair, Budget, Property & Finance Committee.
- B. Lessee may not use the Premises for any other purpose without the prior written consent of Lessor, which may be withheld for any reason whatsoever, even one with which others might differ.
- C. In the event Lessee or anyone involved in Lessee's programs damages the

improvements (buildings, sanctuary and fixtures, landscape, signage, or any other improvements on the Premises), and does not repair the damages within 15 calendar days, Lessor may repair the damages and submit the cost of such repairs to Lessee for reimbursement to Lessor as Additional Rent.

- D. Lessee shall have priority use of all spaces in the church parking lot except for three (3) spaces that are designated and marked for another lessee during the hours of occupancy identified in paragraph IV.A.1, above.
- E. Lessor will provide Lessee with two (2) sets of keys to gain access to the facility on Saturday mornings.
 - 1. Lessee shall not duplicate those keys and they may be used only for access at times prescribed at times pursuant to paragraph IV.A, above. Both sets of keys shall be returned to Lessor at the time of Termination in accordance with paragraph 1.B, above.
 - 2. Lessee shall be responsible for opening access to the parking lot and church building on Saturday mornings and any other time arrangements have been made for special use of the Premises. Lessee shall secure the building (but not the parking lot) upon completion of its use on Saturday mornings if SSAPF personnel have not yet arrived for that Fellowship's activities.
- F. Lessee may not sub-lease any portion of the Premises to any other party.
- G. Lessee may leave personal property on the Premises between periods of use in a location(s) that is (are) mutually agreed to with SSAPF. Lessee shall maintain Renter's Insurance covering such property pursuant to paragraph VII.D, below, if the value of that property exceeds \$5,000. Property of lesser value will be considered self-insured by the Lessee.

V. VARIATIONS OF EXISTING PREMISES:

- A. Lessee shall make no structural alterations or additions to the Premises without the prior written consent of Lessor.
- B. All existing structures on the Premises and any personal property, equipment and fixtures therein are now part of the Premises and owned by the Lessor.

VI. COMPLIANCE WITH RULES AND REGULATIONS:

- A. The Lessee shall comply with and provide sufficient supervision of its staff and invitees to assure compliance with the rules and regulations established by the Lessor with respect to the use of the Premises. These regulations include,

but are not limited to those regarding smoking, food consumption, sound control, offensive language and actions, and the possession of any illegal drugs, alcohol, firearms, or weapons of any kind.

- B. Prohibited items shall not be brought onto the Premises. Such items include, but are not limited to any illegal drugs, alcohol, firearms, or weapons of any kind. Failure to comply with these rules shall be grounds for immediate termination of the Lease.
- C. The Lessor maintains a zero-tolerance policy regarding harassment and/or sexual misconduct in any form against any person. The Lessee agrees to comply with Lessor's Sexual Harassment and Misconduct Prevention Policy or its equivalent. Failure to do so shall be grounds for immediate termination of the Lease.
- D. The Lessor maintains a policy for the protection of minors. The Lessee agrees to provide adequate staff or personnel (with clean criminal backgrounds) to supervise and protect any minors while on the Premises and engaged in any Lessee-sponsored activities during the times of use by the Lessee. The Lessee agrees comply with Lessor's Child/Youth/Vulnerable Adults Protection Policy or its equivalent. Failure to do so shall be grounds for immediate termination of the Lease.

VII. INSURANCE:

- A. Lessee shall, at its sole cost and expense, purchase and keep enforced during the Lease Term, workers' compensation coverage for its employees and volunteers, and liability insurance for personal injury. Volunteers are covered by the provisions of Section 3363.6(a) of the California Labor Code. A copy of this policy is available from the Stated Clerk's Office of the Presbytery. Lessor understands that a corporate entity that has no paid employees might not be able to procure this insurance. In such case, the Lessee shall notify Lessor that it has no paid employees at the time of executing this Lease. Should Lessee employ an individual(s) during the Term, Lessee shall notify Lessor prior to that employment becoming effective and procure the insurance required by this paragraph.
- B. Commencing no later than ten (10) calendar days after the execution of this Lease and continuing throughout its entire Term, the Lessee shall at its sole cost and expense, procure and maintain in full force and effect Comprehensive Liability Insurance (general operations). Such coverage shall be for no less than one million dollars (\$1,000,000.00) combined single limits and as respects the additional named insured shall be primary insurance with respect to such use. All such insurance shall ensure the performance by Lessee of the indemnity provisions of this Lease. The policy (or policies) shall protect the Lessee and the Lessor and their respective directors,

officers, employees, visitors, etc. against any loss, liability, or expense whatsoever from personal injury, theft, death, property damage, or otherwise, arising out of or occurring by reason of the Lessee and/or its authorized personnel's use of the Premises. The policy shall include ten-day written notice to the Presbytery of any cancellation. Upon request, copies of the policy (or policies) shall be provided to Lessor.

- C. Lessee shall file with Lessor a Certificate of Comprehensive Liability Insurance (general operations) issued by the insurance company through which the insurance required by paragraph VII.B, above, is procured, within fifteen (15) calendar days after execution of this Lease. The Certificate of Comprehensive Liability insurance under which the user is insured shall recognize the Presbytery and the SSAPF as additional named insureds. Failure to do so timely shall be grounds for immediate termination of the Lease.
- D. Lessor agrees to procure and maintain throughout the Term of this Lease, a policy of Commercial General Liability (CGL) insurance on the Premises in an amount and with coverage determined by Lessor, but in any event not less than one million dollars (\$1,000,000.00), insuring Lessor against liability arising out of ownership, use or occupancy of the Premises, including coverage for loss of or damage to the Premises in the full amount of its replacement value. Such insurance shall also protect the Presbytery and SSAPF from any actions of or to any third party associated in any way to Lessee.
- E. If applicable (*e.g.*, property is valued at greater than \$5,000), Lessee shall, at its own cost and expense, purchase and keep enforced Renters Insurance during the Lease Term. In particular, the Lessee shall not only maintain insurance, at its own cost, for its own fixtures, equipment, and personal property, but also for any personal property owned by any third party associated in any way to Lessee.

VIII. SIGNS:

Upon Lessor's consent, Lessee shall at its own expense have the right to place on the Premises, at locations selected by Lessee and approved by Lessor, any signs that are permitted by applicable zoning ordinances and approved by Lessor. Lessee shall maintain the signs in good condition and repair all damage to the Premises resulting from the removal of signs installed by Lessee. Lessee agrees to remove any signs that it installed no later than the Termination Date.

IX. QUIET POSSESSION:

Lessee may occupy and enjoy the Premises for the full Lease Term, subject to the provisions of this Lease, so long as Lessee is not in default in its performance of this Lease.

X. INDEMNIFICATION:

- A. Lessee agrees to defend, indemnify, and hold Lessor, and its directors, officers, employees, and agents, harmless from and against all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) relating to or arising from the Lessee's use of the Premises under this Lease, except in cases of Lessor's willful misconduct or gross negligence.
- B. Lessor agrees to defend, indemnify, and hold Lessee, and its directors, officers, employees, and agents, harmless from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) relating to or arising from the condition of the Premises under Lessor's exclusive control or from the actions of any ministry of Lessor in its use of the Premises except in cases of Lessee's willful misconduct or gross negligence.

XI. DESTRUCTION:

If the Premises are damaged by fire, storm, or other act of God only to such an extent as to render them partially unsuited for the Permitted Use (**Damaged Premises**), Lessor agrees to restore the Damaged Premises as speedily as possible, with Rent to be abated proportionately on the Damaged Premises until the Damaged Premises is fit for Lessee's occupancy. If the Premises are materially damaged by any of such causes or Lessor cannot restore the Damaged Premises within sixty (60) days from the date of injury or damage, then Lessee shall have the right, but not the obligation, to terminate this Lease upon thirty (30) days prior written notice and this Lease shall thereupon become null and void and all liability of Lessee shall terminate upon payment of all Rent and/or Additional Rent due and payable to the date of such casualty.

XII. DEFAULT

- A. In the event there is a breach by Lessee with respect to any of the provisions of this Lease or its obligations under it, including the payment of Rent and/or Additional Rent, Lessor shall give Lessee written notice of such breach. After receipt of such written notice, Lessee shall have ten (10) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided that Lessee shall have such extended period for any non-monetary breach as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect any remedies for default against Lessee unless and until Lessee

has failed to cure the breach within the time periods provided by this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Lessee fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessee if the failure to perform such an obligation interferes with Lessor's ability to conduct religious activities on the Premises; provided, however, that if the nature of Lessee's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be in default under this Lease if performance is commenced within such five (5) day period and thereafter diligently and continuously pursued to completion.

- B. In the event there is a breach by Lessor with respect to any of the provisions of this Lease or its obligations under it, Lessee shall give Lessor written notice of such breach. After receipt of such written notice, Lessor shall have thirty (30) days in which to cure any such breach, provided Lessor shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and Lessor commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. Lessor may not maintain any action or effect any remedies for default against Lessor unless and until Lessor has failed to cure the breach within the time periods provided in this Paragraph.
- C. Notwithstanding the foregoing to the contrary, it shall be a default under this Lease if Lessor fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by Lessor if the failure to perform such an obligation interferes with Lessee's ability to conduct religious activities on the Premises; provided, however, that if the nature of Lessor's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be in default under this Lease if performance is commenced within such five (5) day period and thereafter diligently and continuously pursued to completion.
- D. Should Lessee consider Lessor or SSAPF has not met a specific provision of this Lease, an immediate appeal may be made to the Chair of Lessor's Budget, Property & Finance Committee. Such appeals shall made by e-mail to state the Lessee's position on the issue and provide any pertinent documentation. This is intended to be a less formal path to resolution of issues rather than seeking remedy under this section and the following section XIII. The Default process of this section may be followed if such appeal does not resolve the issue to Lessee's satisfaction.

XIII. REMEDIES:

If Lessee fails to perform any of its duties or obligations within applicable cure periods, Lessor may pursue any and all options listed below:

- A. Terminate Lessee's right to possession of the Premises and the Lease shall terminate and Lessee shall surrender possession to Lessor. In such event, Lessor shall be entitled to recover any Additional Rent and the unpaid Rent accrued until the time possession has been delivered to the Lessor in addition to any and all other costs and damages related to the termination;
- B. The Lessor has the remedy described in California Civil Code Section 1951.4 (Lessor may continue the lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations);
- C. Pursue to any other remedy now or hereinafter available under the laws of California; however,
- D. If Lessor fails to perform any of its duties or obligations within applicable cure periods, Lessee may at its option (i) terminate the Lease and surrender possession of the Premises to Lessor; (ii) continue the Lease; or (iii) pursue any other remedy now or hereinafter available under the laws of California

XIV. ATTORNEY FEES:

In the event of any legal action or proceeding and any appeal therefrom brought by either Party against the other under this Lease, the prevailing Party shall be entitled to recover reasonable attorney's fees, costs, and expenses.

XV. ASSIGNMENT AND INUREMENT:

Lessee shall not assign any of its rights or obligations under this Lease without the prior written consent of Lessor. Any attempt by Lessee to assign any of its rights or obligations under this Lease in violation of this provision shall be void. This Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

XVI. SURRENDER OF PREMISES:

Upon surrender of the Premises, Lessee shall remove all of its equipment, fixtures, and personal property, and surrender the Premises to Lessor in the same condition as it existed at the commencement of the Lease Term, except for normal wear and tear. Any improvements that were made will become the property of the Lessor.

XVII. HEADINGS:

All section and paragraph headings are for reference and convenience only and do

not alter, amend, explain, interpret, or otherwise affect the terms and conditions of this Lease.

XVIII. PARTIAL INVALIDITY:

If any term or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIX. HOLD OVER:

If Lessee, with Lessor's consent, remains in possession of the Premises after expiration or termination of the Lease, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days prior written notice given by either Party. All provisions of this Lease except those pertaining to the Term and Rent monthly rate shall apply to the month-to-month tenancy.

XX. BUSINESS LIMITATION:

This Lease does not create a partnership, joint venture, or any other business venture, either express or implied, between the Parties hereto, and no statement made in this Lease may be construed to create such a relationship.

XXI. NOTICES:

Any notice required by this Lease must be in writing and shall be deemed to have been sufficiently communicated when (i) personally delivered; or (ii) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

To Lessor addressed:
Stated Clerk, Presbytery of San Diego
3707 Udall Street
San Diego, CA 92107

With a copy to:
South Sudanese-American Presbyterian Fellowship
5202 Orange Ave.
San Diego, Ca. 92115

To Lessee addressed:
Chairman of Church
Saint Abune Aregawi Ethiopian Orthodox Tewahedo Church Inc.
P.O. Box 153047

San Diego, CA 92195

XXII. MISCELLANEOUS PROVISIONS:

- A. Time is of the essence in each provision of this Lease.
- B. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of California.
- C. Should any activity of Lessee be construed by any governmental authority with jurisdiction over the Premises determine that the activity is “commercial,” Lessee shall be solely responsible for any fees, assessments, taxes, or other obligations that arise from such activity. Lessee may conduct commercial activities only as permitted by zoning ordinances.
- D. SSAPF will designate in writing an individual as the property coordinator who will serve as the point of contact for matters related to the routine administration of this Lease and property use. For example, that individual will coordinate resolution of any routine matters such as provision of restroom supplies.
- E. This Lease contains the entire agreement between the Parties and cannot be amended or modified except by written agreement.
- F. The Parties agree and understand that this Lease contains all agreements, promises and understandings between Lessor and Lessee and that no prior written or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law.
- G. All provisions, whether covenants or conditions applying to both Parties, shall be deemed as both covenants and conditions under this Lease.
- H. This Lease may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Lessor and the Lessee have signed this Lease Agreement as of the dates set opposite their signatures.

Presbytery of San Diego

Saint Abune Aregawi Ethiopian Orthodox
Tewahedo Church Inc.

By: _____

By: _____

Print name: James Rauch

Print name: Priest Aba Woldenhawariat Assefa

Title: Treasurer of the Corporation

Title: Chairman of the Church

Date: _____

Date: _____