

## Omni Commons Lease Agreement

This Lease Agreement ("Lease") is entered into on April 1, 2018 between Omni Commons, a California public benefit corporation ("Lessor") and Chiapas Support Committee ("Lessee") (hereinafter collectively the "Parties".)

1. Rental and Term: Subject to the terms and conditions set forth herein, Lessor hereby Leases to Lessee and Lessee agrees to Lease from Lessor as shared office space the portion of 4799 Shattuck Avenue, Oakland, California (the "Property") designated: "Timeless Infinite Light" on the drawing attached hereto as Exhibit A (the "Premises"). Lessee shall have a nonexclusive license to use the Common Areas depicted on Exhibit A in common with the other Lessees of Lessor provided that Lessee's use of the Common Areas does not infringe any of Lessor's other Lessees to use said Common Areas. Lessee agrees and acknowledges that Lessor has signed other Lease agreements with other entities regarding other areas of the Property and Lessee shall have no right to use other Leased areas of the Property, except with permission of the other lessees. The term of this Lease shall commence on the date stated above and shall continue until March 31, 2019, or until terminated or extended under the provisions of this Lease.

2. Option to Extend. Lessee shall have an option to extend the Term of this Lease ("Extension Option") for two (2) additional periods of one (1) year ("Extension Terms"), after which this contract will apply month to month.. Such Extension Term shall be subject to all of the provisions of this Lease. Lessee shall give Lessor written notice of Lessee's exercise of the Extension Option at least sixty (60) days, but not more than ninety (90) days, prior to expiration of the original Term.

Lessee's right to extend the original Term shall be subject to the following conditions:

- I. this Lease shall be in full force and effect at the time exercise notice is given and on the last day of the original Term;
- II. there shall be no Event of Default by Lessee under this Lease, at the time of exercise of the option or on the last day of the original Term.

3. Rental Payment:

**(initial \_\_\_\_ ) Lessee agrees to pay Lessor, by the 25th day of each month for the following month, \$206.00, which shall be increased by three percent (3%) each succeeding year this lease is extended.**

If any amount required to be paid under this Lease is not received by Lessor within five (5) days of when due, Lessee shall pay to Lessor a late charge equal to five percent (5%) of such amount as a One time late charge. Lessor and Lessee agree that Lessor will sustain damage on account of any late payment under this Lease, including but not limited to added accounting, administrative and management expenses and costs, but that it will be impracticable and extremely difficult to specify the actual amount of such damage. Lessor and Lessee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Lessor for the loss suffered from such late payment by Lessee. In addition, if Lessee fails to pay when due any Rent or other amount which Lessee is obligated to pay under the terms of this Lease, the unpaid amount shall bear interest at ten percent (10%) from the date on which such payment was due until the date on which Lessor receives such payment.

4. Security deposit:

**(initial \_\_\_\_ ) Lessee has paid a security deposit in the amount of \$200.00 for the full and faithful performance by the Lessee of all the terms of this Lease.**

This security deposit will be refunded to Lessee within thirty (30) days after the expiration of this Lease, provided the Lessee has fully and faithfully carried out all of its obligations under this Agreement.

5. Utilities: Lessee agrees to pay, and Lessor will invoice the lessee, for utilities and other expenses, including but not limited to the following: (initial if applicable)

**\_\_\_\_ PG&E and East Bay Municipal Utilities District: amount determined by the total utility bill divided at the ratio of the Lessee's base rent relative to total rents paid to the Lessor, or \_\_\_\_% per month, or \$\_\_\_\_ per month.**

**\_\_\_\_ Internet connection: shared equally among all Lessees and fiscally sponsored resident projects.**

**\_\_\_\_ Omni Commons property taxes: divided equally among all Lessees and fiscally sponsored resident projects.**

**\_\_\_\_ Omni Commons Insurance: divided equally among all Lessees and fiscally sponsored resident projects.**

**\_\_\_\_ Lessee insurance**

**\_\_\_\_ Other: \_\_\_\_\_**

6. Permitted Uses: Lessee shall use the Premises exclusively for recovering food that would otherwise be thrown out and using it to cook and serve food to hungry people, and any activities germane to the lawfully conducted business operations of Lessee provided such operations do not abrogate any other part of this Lease Agreement. Lessee accepts the condition of the Premises, the Common Areas and the Property "as is". Lessee shall not use the Premises, the Common Areas or the Property, or permit anything to be done in or about the Premises, the Common Areas or the Property, which will in any way violate any law, ordinance, rule, regulation or requirement affecting the Premises, the Common Areas or the Property.

**(initial \_\_\_\_ ) Lessee, at its sole cost and expense, shall obtain any and all licenses, permits, authorizations and approvals of governmental authorities required in order to enable Lessee lawfully to conduct its business in the Premises, if any.**

Lessee shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Premises, the Common Areas or the Property, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Service Office or any other organization performing a similar function. Lessee shall promptly upon demand reimburse Lessor for any additional premiums charged for any such insurance policy by reason of Lessee's failure to comply with the provisions of this paragraph. Lessee shall not cause, maintain or permit any nuisance in, on or about the Premises, the Common Areas or the Property. Lessee shall not commit or suffer the commission of any waste in, on or about the Premises, the Common Areas or the Property.

7. Common Areas and Building Rules:

**(initial \_\_\_\_ ) Lessee agrees to comply with all written Building Rules posted by Lessor, if any, regarding use of the Premises, the Common Areas or the Property.**

Building Rules may be modified, removed or added by consensus of all active Omni Delegates at an Omni Delegates Meeting or Omni Board Meeting. Each Omni member collective is allowed one delegate at every Omni Delegates Meeting or Omni Board Meeting. The definition of what constitutes an active Omni Delegate was last defined at the 2014/09/11 Omni Delegates Meeting ( see meeting notes: [https://omnicommons.org/wiki/Event:2014/09/11\\_Weekly\\_Delegate's\\_Meeting#inactivity](https://omnicommons.org/wiki/Event:2014/09/11_Weekly_Delegate's_Meeting#inactivity) ). The process by which rules are modified, removed or added can itself be modified by consensus of all active Omni Delegates at an Omni Delegates Meeting or Omni Board meeting, as can the definition of what constitutes an active Omni Delegate be changed by consensus of all active Omni Delegates at an Omni Delegates Meeting or Omni Board Meeting. Lessee agrees that each provision of said Building Rules shall be a material covenant of this Lease and that violation of any of the Building Rules may constitute good cause for termination of this Lease. Lessee shall not permit any of Lessee's members, guests, clients, users, volunteers or participants to violate the Building Rules. Lessor, may choose to use graduated sanctions as a courtesy, including but not limited to the following:

- I. Issue a warning in writing within thirty (30) days of the rule violation, after which Lessee shall have 14 days to cure the violation.
- II. Impose a fine of at least 15% but no more than 100% of the Lessee's base rent, per violation.

8. Maintenance and Repair: Utilities: Lessee agrees to keep the Premises, the Common Areas and the Property and all fixtures, accessories, and appliances in a clean, sanitary, and safe condition. If Lessee or Lessee's members, guests, clients, users, volunteers or participants cause or permit damage to the Premises, the Common Areas or the Property, Lessee shall be liable for the cost to repair the damage. Lessor shall be solely responsible for routine and ongoing maintenance and repair of the Premises, the Common Areas and the Property. Lessor shall supply utilities including heat, electrical service, water and garbage service.

9. Alterations: Except as stated on Exhibit A, Lessee shall not make any additions, alterations or improvements to the Premises, the Common Areas or the Property, without obtaining the prior written consent of Lessor, which approval shall not be unreasonably withheld. In no event shall Lessee make any Alterations to the Premises, the Common Areas or the Property which affect the structural integrity of the Building or the functioning of any Building systems, or which reduce the value of the Property.

10. Sublease or Assignment: Lessee agrees not to sublease or assign the Premises or any portion thereof without the prior written consent of Lessor. If Lessee violates this clause, any warnings to remediate the violation will be considered courtesy notices and Lessor may terminate all rights of Lessee under this Lease.

11. Termination:

**(initial \_\_\_\_ ) If Lessee fails to pay rent when due, or to perform any term of this Lease, after not less than three (3) days following written notice of default given in the manner required by law,**

**Lessor may terminate all rights of Lessee under this Lease, unless Lessee, within the time specified, cures the default.**

**(initial \_\_\_\_ ) Upon the expiration or earlier termination of this Agreement, Lessee shall return the Premises to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. Property of the Lessee left on the Premises after the termination of this Agreement shall be claimed by the Lessor, or removed by the Lessor at the cost of the Lessee.**

12. Insurance:

**(initial \_\_\_\_ ) Lessee shall obtain and keep in force general commercial liability insurance covering all of Lessee's activities at the Premises during all periods that this Lease is in Effect.**

Said insurance policy shall have liability limits not less than \$1,000,000 per occurrence for personal injuries and \$2,000,000 aggregate. Said policy must include a Waiver of Subrogation. Said policy shall name Lessor (Omni Commons) as an additionally insured.

13. Indemnity: Lessee agrees to indemnify, defend and hold Lessor and its owners, employees, agents and assigns ("Related Parties") harmless and in no way accountable for any liability, claims, costs, losses, damage and expenses, including attorney's fees, incurred by the Related Parties for personal injury or property damage caused by or permitted by Lessee or any other person at the Property with Lessee's consent.

14. General Provisions: This Lease shall be binding and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto. Waiver by Lessor of any breach of any term or condition of this Lease shall not constitute a waiver of subsequent breaches. Invalidity or partial invalidity of any provision of this Lease shall not render the remainder of the Lease invalid or unenforceable. This Lease shall be governed by the laws of the state of California. In the event of any action, arbitration, or other proceeding to enforce this Lease, the parties agree that the sole, exclusive venue for any action shall be in the County of Alameda. This Lease may not be amended or altered except by an instrument in writing signed by the Parties. This Lease constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Lease. Lessee has read, understood, and voluntarily agrees to the foregoing.

Lessee: Chiapas Support Committee

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(printed)

Lessee Title: \_\_\_\_\_, Chiapas Support Committee

Lessor:

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(signed)





Brian Feraru

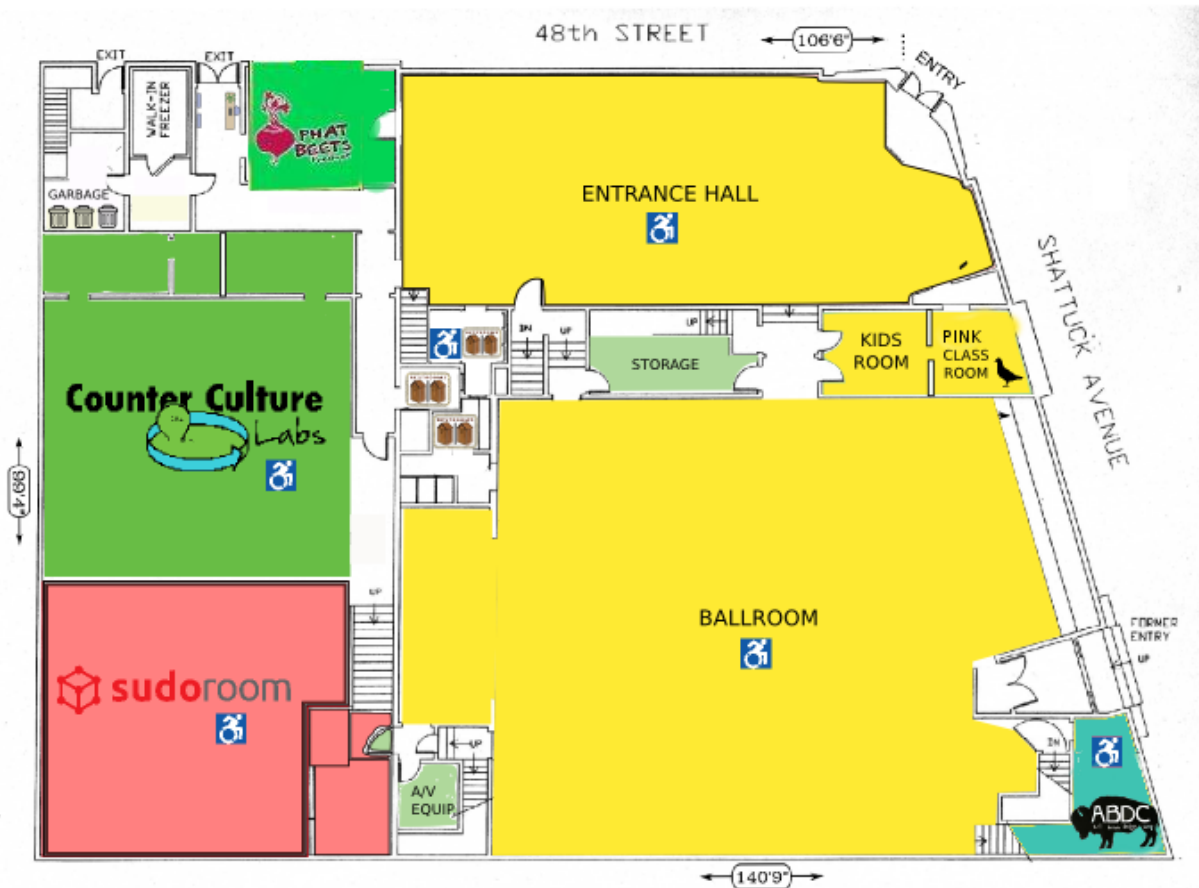
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Lessor Title: Secretary, Omni Commons

**EXHIBIT A: Omni Commons Floor Plan**

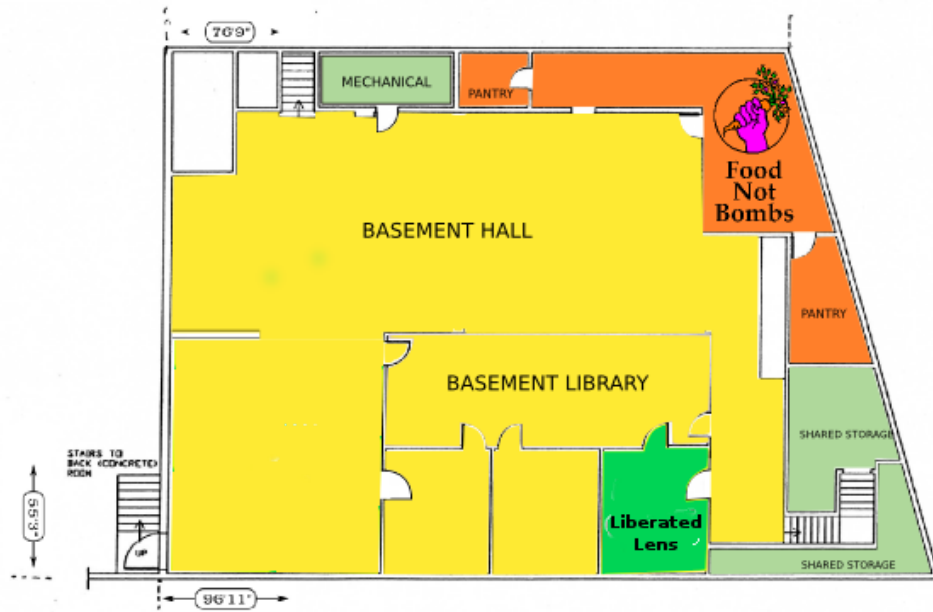
**LEGEND**

			
WHEELCHAIR ACCESSIBLE	BATHROOMS	COMMONS	BAY AREA PUBLIC SCHOOL

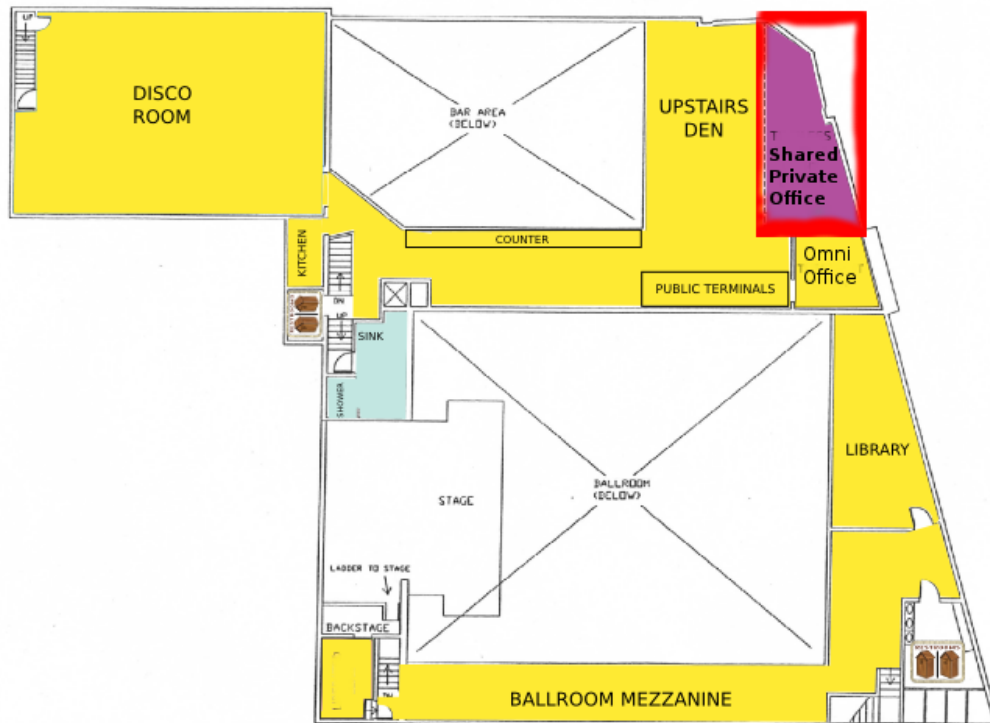


GENERAL FLOOR PLAN +/- 12,280 SF  
4799 Shattuck Avenue, Oakland, CA

**EXHIBIT A: Omni Commons Floor Plan, continued**



**BASEMENT LEVEL +/- 4800 SF**



**MEZZANINE & UPPER LEVELS +/-4640 SF**