

**AMENDED AND RESTATED OFFICE LEASE BETWEEN THE CITY OF
TEMECULA AND TEMECULA VALLEY CONVENTION & VISITORS
BUREAU DBA VISIT TEMECULA VALLEY**

This Amended and Restated Office Lease Between the City of Temecula and Temecula Valley Convention & Visitors Bureau dba Visit Temecula Valley (“Lease”) is made by and between the City of Temecula, a municipal corporation (“City” or “Landlord”) and Temecula Valley Convention & Visitors Bureau, a California non-profit corporation, dba Visit Temecula Valley (“Tenant”) and is effective on the date it is fully executed. The City and Tenant may be referred to below collectively as the “Parties”. In consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. RECITALS. This Lease is made with respect to the following purposes and facts that the Parties acknowledge as true and correct:

A. On November 24, 2009, the Parties entered into that certain Office Lease for the rental by Tenant of certain premises located in the building located at 28690 Mercedes Street, Suite 201, Temecula, California (“Building”). The Parties later entered into a First Amendment and Second Amendment to said Office Lease (collectively “2009 Office Lease”). The term of the 2009 Office Lease commenced on March 11, 2011 and expired on February 28, 2018.

B. On February 13, 2018, the Parties entered into that certain Office Lease for the rental by Tenant of certain premises located in the Building. The Parties entered into four amendments to the 2018 Office Lease (collectively “2018 Office Lease”). On February 13, 2019, the Parties entered into a First Amendment to the 2018 Office Lease. On May 5, 2020, the Parties entered into a Second Amendment to the 2018 Office Lease. On July 14, 2020, the Parties entered into a Third Amendment to the 2018 Office Lease. On March 26, 2021, the Parties entered into a Fourth Amendment to the 2018 Office Lease.

C. As of August 1, 2022, the Parties agreed to an initial reduction of 335 square feet from the total 5,001 square feet leased by Tenant to allow the City to proceed with expansion of the Old Town Police Station on the first floor of City Hall. Based on potential plans of the City to use additional portions of the leased area located on the first floor of the Building, the Parties continued their discussions regarding the space that Tenant would lease from the Building. On November 8, 2022, the Parties agreed to a total reduction of the first floor to allow the City to use the entire first floor of the Building. Accordingly, effective November 8, 2022, the Parties agreed that Tenant would occupy a total approximate 3,985 square foot portion of the Building located solely on the Second Floor of the Building for a monthly rate of \$6,538.27 effective November 8, 2022 and in consideration of all leased area reductions and a CPI adjustment of 4.9% in September of 2022. The total 3,985 square foot portion of the Building that Tenant occupies as of November 8, 2022 is referred to below as the “Premises” and is depicted on Exhibit “A”, which is attached hereto and incorporated herein by this reference.

D. Both the City and Tenant recognize the value of Visit Temecula Valley’s operations to the City of Temecula and its residents and the value of having the Visit Temecula Valley offices located adjacent to City Hall within the tourism district of Old Town. Visit Temecula Valley proactively markets, promotes and supports Temecula’s continually growing \$1.1 Billion annual tourism economy that welcomes approximately 3 million visitors each year to the Temecula Valley. Temecula’s vibrant tourism economy provides value to the City of

Temecula by fueling job creation, economic growth, tourism development and strengthening the City's brand. Currently, the Tourism industry generates local tax revenue of \$6.9 Million annually for the City of Temecula from tourists driving more than 50 miles away, which does not include local or regional visitors. In addition, City Hall front desk staff directs many walk-in tourists to the Visit Temecula Valley for tourist and promotional information. Tourism is anticipated to grow significantly with several approved hotel developments in Old Town.

E. The Parties wish to enter into this Lease to set forth the terms and conditions of Tenant's lease of the Premises. This Agreement replaces in its entirety the 2018 Lease. Accordingly, the 2018 Lease, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment, will have no force or effect.

F. The above Recitals are incorporated in this Lease by this reference.

NOW THEREFORE, in consideration of the terms and conditions of this Lease, the City and Tenant agree to Tenant's Lease of the Premises, subject to the terms and conditions set forth below.

2. PREMISES; CONFERENCE CENTER; PARKING; COMMON AREAS

A. Premises. Subject to the terms and conditions of this Lease, the City hereby leases to Tenant and Tenant hereby leases from the City, the Premises described in Exhibit "A" attached hereto and incorporated herein by this reference. The Premises consist of an approximate 3,985 square foot area located on the second floor of the Building located at 28690 Mercedes Street, Suite 201, Temecula.

B. Use of Conference Center. Upon 14 days prior written notice to City given no more than once a month, Tenant will have the right to use the portion of the Building commonly referred to as the "Conference Center" for a monthly meeting of Tenant's Board of Directors. Tenant will coordinate with the City regarding the date for said monthly meeting to avoid conflicts with other scheduled uses of the Conference Center.

C. Parking. Tenant's customers will have the right to use the parking spaces in the parking facility in the Building, which is free of charge. Tenant agrees that Tenant's employees, contractors, officers, and agents will only park on level 2 and level 3 of the parking facility that is part of the Building. There are no reserved or designated parking spaces assigned to Tenant.

D. Common Areas. Tenant will also have the non-exclusive right to use Common Areas (as hereinafter defined) for ingress and egress to and from the Premises. As used herein, the term "Common Areas" will mean all areas within the exterior boundaries of the parcel of land on which the Building is located that is now or later made available for the general, nonexclusive use of City, other persons entitled to occupy the Building and the exterior boundaries and the term "Project" will mean the Building together with the parcel of land on which the Building is located. Tenant understands and acknowledges that, although included within the definition of "Common Area" herein, the parking facility and related facilities for the Project may, at City's sole and absolute option and in accordance with applicable laws and governmental requirements, be available and open to the general public for parking. City will have the right to (i) utilize from time to time any portion of the Common Area for promotional, entertainment and

related matters; (ii) place permanent or temporary kiosks, displays, carts and stands in the Common Area and to lease same to tenants; (iii) restrain the use of the Common Area by unauthorized persons; (iv) temporarily close any portion of the Common Area for repairs, improvements or alterations, to discourage non-customer use, to prevent dedication or an easement by prescription or for any other reason deemed sufficient in City's judgment; and (v) renovate, upgrade or change the shape and size of the Common Area or add, eliminate or change the location of improvements to the Common Area including, without limitation, buildings, parking areas, roadways and curb cuts, and to construct buildings on the Common Area.

E. AS-IS Condition. City makes no warranties or representations, express or implied, regarding the condition of the Premises or Building and Tenant will take possession of the Premises in "AS-IS" condition.

3. TERM.

A. Term. The Term of the Lease of the Premises commenced on November 8, 2022 (Commencement Date). The Term of the Lease will terminate five years from the Commencement Date; provided, however, that the initial five-year term will automatically extend, on an annual basis, for one year, and such annual extensions ("Annual Extension Periods") will continue in perpetuity unless City or Tenant give 30 days prior written notice to the other (at any time during any one year annual extension) that said party elects to terminate this Lease, and this Lease will terminate at the end of said 30-day period. The initial five-year term of the Premises as so extended by the Annual Extension Periods, is hereinafter referred to as the "Term".

B. Renegotiation Option. Prior to the commencement of any of the Annual Extension Periods, the City has the option to renegotiate the terms of the Lease by providing written notice to Tenant 30 days prior to the commencement of any such one-year extension period.

4. RENT; ADJUSTMENTS; SECURITY DEPOSIT.

A. Monthly Rent. Commencing on November 8, 2022, Tenant will pay to City for Tenant's lease of the Premises, as monthly rent, without deduction, setoff, notice or demand, in advance, on or before the first business day of each calendar month the sum of \$6,538.27 per month (3,985 square feet @ \$1.6407199 per square foot), which will be adjusted in accordance with Paragraph 4.B. of the Lease. All rental payments hereunder will be paid by Tenant to City of Temecula, Attention: Finance Department, 41000 Main Street, Temecula, California, or at such other address or to such other persons as the City may from time to time designate in writing.

B. Rent Adjustments. For a period of five (5) years from the Commencement Date, rent shall be fixed at a rate of \$6,538.27 per month. Following expiration of the initial five (5) year term, the then-current monthly rent will be increased by the lesser of (i) 50 percent (50%) of the percentage increase in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor ("Bureau") for the Riverside-San Bernardino-Ontario Metropolitan Area or successor thereto ("CPI") preceding expiration of the five (5) year term, as determined by City by dividing the CPI published 3 months prior to the expiration of the five (5) year term by the CPI published 15 months prior to expiration of the five (5) year term; or (ii) five percent (5%), whichever is lower. City will notify Tenant in writing of the Adjusted Monthly Rent following expiration of the initial five (5) year term, which notification is sufficient via City invoice statement to the Tenant providing the rent amount due.

C. Security Deposit. Tenant has deposited a total security deposit of \$6,751.00 (“Security Deposit”) with City as security for Tenant’s faithful performance of Tenant’s obligations under this Lease. The \$6,751.00 Security Deposit consists of \$2,832.00 deposited by Tenant as security in connection with the 2009 Office Lease and \$3,919.00 deposited by Tenant as security in connection with the 2018 Office Lease. If Tenant fails to pay rent, or otherwise defaults under this Lease, City may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due City for rent which will be due in the future, and/ or to reimburse or compensate City for any liability, expense, loss or damage that City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Tenant will within ten days after written request from City, deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease. When the rent increases during the Term of this Lease, Tenant will, upon written request from City, deposit additional monies with City so that the total amount of the Security Deposit will at all times bear the same proportion to the increased rent as the initial Security Deposit bore to the initial rent. City will not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease (or such earlier date as required by law), City will return that portion of the Security Deposit not used or applied. No part of the Security Deposit will be considered to be held in trust, to bear interest, or to be prepayment for any monies to be paid by Tenant under this Lease.

5. USE. Tenant will use the Premises solely for office purposes. Tenant will not use or permit the Premises to be used for any other purpose without the prior written consent of City, which may be withheld in the City’s sole and absolute discretion.

6. ALTERATIONS AND IMPROVEMENTS. Tenant must obtain City’s written approval with respect to any changes, alterations or additions to the Premises. City’s approval process will be in addition to any municipal code, regulatory and legal requirements. All alterations, additions, or changes to be made to the structure or improvements on the Premises will be under the supervision of a competent architect or competent licensed structural engineer and made in accordance with the plans and specifications with respect thereto, and all work must be done in a good and workmanlike manner and diligently prosecuted to completion.

7. MAINTENANCE. City will, at its sole cost and expense, maintain the Building (including plumbing, heating, HVAC and electrical systems) in operable, condition, and repair. City will provide janitorial services for the Common Areas of the Building in accordance with the City’s janitorial service contract for the Building, as amended from time to time. City will not provide janitorial services for the Premises. Tenant will maintain the Premises in good condition and repair.

8. ASSIGNMENT AND SUBLETTING. Tenant will not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest herein, or any right or privilege appurtenant hereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of City, which consent may be withheld in the City’s sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person will not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting will in no way relieve Tenant of any liability under this Lease, whether or not the term

of this Lease is extended by the assignee or sublessee. Any such assignment or subletting without such consent will be void, and will, at the option of the City, constitute a default under this Lease.

9. INDEMNIFICATION. The Tenant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Tenant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency to the extent arising from Tenant's use of the Premises, Tenant's construction of the Tenant Improvements, or from the conduct of its business or from any activity, work performed, or other things done, suffered by the Tenant in or about the Premises (excluding acts and omissions by City or City's contractors). If any action or proceeding is brought against any Indemnitee by reason of any such claim, Tenant, upon notice from any Indemnitee, will defend said Indemnitee at Tenant's expense, by counsel reasonably satisfactory to said Indemnitee. Tenant will give prompt notice to City in case of casualty or accidents in the Premises.

10. INSURANCE REQUIREMENTS.

A. Tenant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Tenant, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Tenant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Tenant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Tenant shall execute a declaration that it has no employees.

B. Limits of Insurance. Tenant shall maintain limits no less than:

1) General Liability: One Million (\$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 project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Tenant; products and completed operations of the Tenant; premises owned, occupied or used by the Tenant; or automobiles owned, leased, hired or borrowed by the Tenant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Tenant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Tenant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Tenant shall furnish the City 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 City before work commences.

11. **UTILITIES; HVAC.** City will provide and pay for water and trash pick-up. Tenant will obtain and pay for all other utilities, including gas, electricity, internet service, and phone service. Tenant will pay Tenant's reasonable prorated share of utilities contracted for by City (including electricity and gas), as determined by City, on a monthly basis within ten days after City gives written notice to Tenant of the amount due.

12. **SIGNS.** Except for any signage that Tenant installed on the exterior of the Premises previously approved by the City, Tenant will not, without City's prior written approval, install or affix any lighting or plumbing fixtures, shades, awnings, or decorations (including exterior painting), signs, lettering, placards, or the like on the exterior of Premises; display or sell merchandise on, or otherwise obstruct, any area outside the exterior walls of the Premises; or cause or permit to be used any advertising, loudspeakers, unusually bright or flashing lights, and similar devices which may be seen or heard outside the Premises. The signage previously installed by Tenant on the exterior of the Premises and approved by the City is depicted on Exhibit "C" attached hereto and incorporated herein by this reference.

13. **COMPLIANCE WITH LAW.** Tenant, at its expense, will comply promptly with all applicable laws, ordinances, regulations, and orders of any governmental authority pertaining to the Premises or Tenant's use or occupancy of the Premises or improvement of said Premises (including laws, ordinances, regulations and orders pertaining to non-structural improvements required by law, the location and maintenance of trade fixtures, equipment, and other personal property; the conduct of Tenant's employees; preparation, storage, and service of food and drink, and the like, but excluding new laws or changes in laws that require improvements to the structural components of the Premises).

14. **RIGHT OF ACCESS.** The City and City's officers, employees, and agents will at all reasonable times have the right to enter the Premises for the purpose of inspecting the same, posting notices of non-responsibility or any other notices required by law for the protection of the City, doing any work that City is permitted or required to perform under this Lease, and making any reasonable repairs which the City determines may be required. Tenant will furnish City with a pass key to the Premises, which the City will use only in case of emergency to prevent or investigate a crime, or in such cases where access is necessary to prevent damage to the Building or to any portion of the Premises or to make repairs necessary to ensure continuous operation of the Building. City will have the right to enter the Premises and post "For Lease" or "For Rent" signs in any windows of the Premises: (i) during any period while Tenant is in default, and (ii) after delivery of any notice of termination. In conducting its activities on the Premises as allowed in this Paragraph 14, City will use good faith efforts to notify Tenant, and attempt to minimize the inconvenience, annoyance, or disturbance to Tenant.

15. TAXES. Tenant will pay or cause to be paid, before delinquency, any and all taxes levied and assessed which become payable during the Term hereof against its interest in the Premises, upon improvements made by Tenant, or any equipment, furniture, fixtures, and any other personal property located in or on the Premises, or which become a lien against the Premises or Tenant's interest therein. TENANT RECOGNIZES AND UNDERSTANDS THAT THIS LEASE MAY CREATE A POSSESSORY INTEREST SUBJECT TO PROPERTY TAXES LEVIED UPON SUCH INTEREST, AND THAT IN SUCH EVENT TENANT WILL BE OBLIGATED TO PAY SUCH TAX OR PURSUE AN EXEMPTION. CITY IS IN NO WAY LIABLE FOR ANY SUCH TAXES ON THE POSSESSORY INTEREST, IF ANY.

16. RULES AND REGULATIONS. Tenant will faithfully observe and comply with the rules and regulations that City may from time to time promulgate and/or modify. The rules and regulations will be binding upon the Tenant upon delivery of a copy of them to Tenant. City will not be responsible to Tenant for the nonperformance of any said rules and regulations by any other lessees or occupants of the Building.

17. TENANT'S DEFAULT. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than described where such failure will continue for a period of 30 days after written notice thereof by City to Tenant constitutes a breach or default by Tenant; provided, however, that if the nature of Tenant's breach or default is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

18. REMEDIES UPON TENANT DEFAULT. In the event of any such default or breach by Tenant, City may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting City in the exercise of a right or remedy which City may have by reason of such default or breach terminate Tenant's right to possession of the Premises by written notice to Tenant, in which case this Lease will terminate and Tenant will immediately surrender possession of the Premises to City. City may also pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California.

19. DEFAULT BY CITY. City will not be in default unless City fails to perform obligations required of City within 30 days after written notice by Tenant to City specifying wherein City has failed to perform such obligation; provided, however, that if the nature of City's obligation is such that more than 30 days are required for performance then City will not be in default if City commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

20. DAMAGE; RECONSTRUCTION. In the event the Premises or parking areas are damaged by fire or other perils, City may terminate this Lease by written notice to Tenant.

21. EMINENT DOMAIN. If any portion of the Building or the Premises is taken or appropriated by any authority under the power of eminent domain, City may terminate this Lease by written notice to Tenant. In any such case, any Tenant Improvements constructed by Tenant on the Premises are considered real property and are considered to be owned by the City.

22. SUCCESSORS. Each and every one of the terms, covenants, and conditions of this Lease will inure to the benefit of and will bind, as the case may be, not only the Parties hereto but

each and every one of the heirs, executors, administrators, successors, assigns, and legal representatives of the Parties hereto; provided, however, that any subletting or assignment by Tenant of the whole or any part of the Premises or any interest therein will be subject to the provisions of Paragraph 8 of this Lease.

23. **HOLDING OVER.** If Tenant, with City's prior written consent, remains in possession of the Premises after expiration or termination of the Term, or after the date in any notice given by City to Tenant terminating this Lease, such possession by Tenant will be deemed to be tenancy at will (or as otherwise expressly agreed by City in its written consent), terminable upon notice given at any time by either Party, at a monthly rental equal to the fair rental value of the Premises, as determined by City in its good faith discretion. All provisions of this Lease except those pertaining to rent and term will apply to the tenancy.

24. **SURRENDER.** At the expiration or termination of the Term of this Lease, Tenant will surrender the Premises to the City in the same condition as received, reasonable wear and tear excepted; provided, however, that: (i) all of Tenant's machinery, equipment and other trade fixtures will remain Tenant's property and Tenant may remove Tenant's personal property, provided Tenant removes such machinery, equipment, trade fixtures and personal property at Tenant's cost prior to the expiration of the Term or within 30 days after any earlier termination of said Term; (ii) City may require Tenant to remove all fixtures, personal property and/or alterations installed by Tenant by written notice given at least 30 days prior to the expiration of the Term or concurrently with City's termination notice, as applicable; and (iii) Tenant will remove Tenant's exterior sign and will repair all damage caused by the removal. Unless otherwise provided in writing by City to Tenant, at the expiration or termination of the Term, all Tenant Improvements are considered real property and are considered to be owned by the City.

25. **GENERAL PROVISIONS.**

A. **Waiver.** The waiver by City of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or other term, covenant or condition herein contained. The acceptance of rent hereunder by City will not be deemed to be a waiver of any default by Tenant of any term, covenant, or condition herein contained, regardless of City's knowledge of such default at the time of the acceptance of such rent.

B. **Time.** Time is of essence of this Lease and each and all of its provisions.

C. **Prior Agreements.** This Lease contains all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters will be effective for any purpose.

D. **Inability to Perform.** This Lease and the obligations of the Tenant hereunder will not be affected or impaired because the City is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of nature, or any cause beyond the reasonable control of the City.

E. **Construction; Captions.** The Parties agree that this Lease is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same

sentences, phrases, clauses or other wording or language of any kind will not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each party to this Lease waives the effect of such statute. The captions and section titles to the sections of this Lease are not a part of the Lease and will have no effect upon the construction or interpretation of any part of this Lease. Unless provided otherwise, any term referencing time, days, or period for performance will be deemed calendar days and not work days.

F. Partial Invalidity. Any provision of this Lease that is proved to be invalid, void, or illegal will in no way affect, impair or invalidate any other provision hereof and such other provision will remain in full force and effect.

G. Amendments. Any modification or amendment to this Lease will be of no force and effect unless it is in writing and signed by the Parties or their respective successors in interest.

H. Counterparts. This Lease may be executed in any number of counterparts, each of which, when executed and delivered, will be deemed to be an original, and all of which, taken together, will be deemed to be one and the same instrument.

I. Governing Law and Venue. This Lease will be interpreted and enforced according to, and the Parties' rights and obligations, including any non-contractual claims, will be governed by the domestic law of the State of California, without regard to its laws regarding choice of applicable law. Any proceeding or action to enforce this Lease or pertaining to this Lease will be filed in the Superior Court of the County of Riverside, California.

J. City's Approvals. Neither City's execution of this Lease nor any consent or approval given by City hereunder in its capacity as City will waive, abridge, impair or otherwise affect City's powers and duties as a governmental body. Any requirements under this Lease that Tenant obtain consents or approvals of City are in addition to and not in lieu of any requirements of law that Tenant obtain approvals or permits.

K. No Third-Party Beneficiaries. The Parties will not be obligated or liable under this Lease to any party other than each other. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

L. Brokers. Tenant represents and warrants that Tenant has not had any dealings with realtors, brokers or agents in connection with the negotiation of this Lease.

M. Recorded Memorandum of Lease. Concurrently with its execution and delivery of this Lease, Tenant will execute, acknowledge and deliver to City, for recordation, a Memorandum of Lease in a form prescribed by the City.

N. Exhibits. All Exhibits referenced in this Lease are incorporated as though set forth in full in this Lease.

O. Notices. All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express or other overnight carrier. Notices will be considered given upon the earlier of (i) personal delivery, (ii) two business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (iii) one business day following deposit with Federal

Express or other overnight carrier. If notice is received on a Saturday, Sunday or legal holiday, it will be deemed received on the next business day. The Parties will address such notices as provided below or as may be amended by written notice:

City: City of Temecula
41000 Main Street
Temecula, California 92590
Attention: Assistant City Manager

Tenant: Temecula Valley Convention & Visitors Bureau
dba Visit Temecula Valley
28690 Mercedes Street, Suite 201
Temecula, California 92590
Attention: Chairman of the Board and VP of Finance & Operations

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date set forth below:

City/Landlord:

CITY OF TEMECULA, a municipal corporation

Dated: _____, 2023

By: _____
Kevin Hawkins, Assistant City Manager

ATTEST:

Randi Johl, City Clerk

Approved as to form:

Peter M. Thorson, City Attorney

Tenant:

TEMECULA VALLEY CONVENTION & VISITORS BUREAU, a California nonprofit corporation, dba Visit Temecula Valley

Dated: _____, 2023

By: _____

Print Name: _____

Title: _____

Dated: _____, 2023

By: _____

Print Name: _____

Title: _____

Exhibit "A" Description of Premises

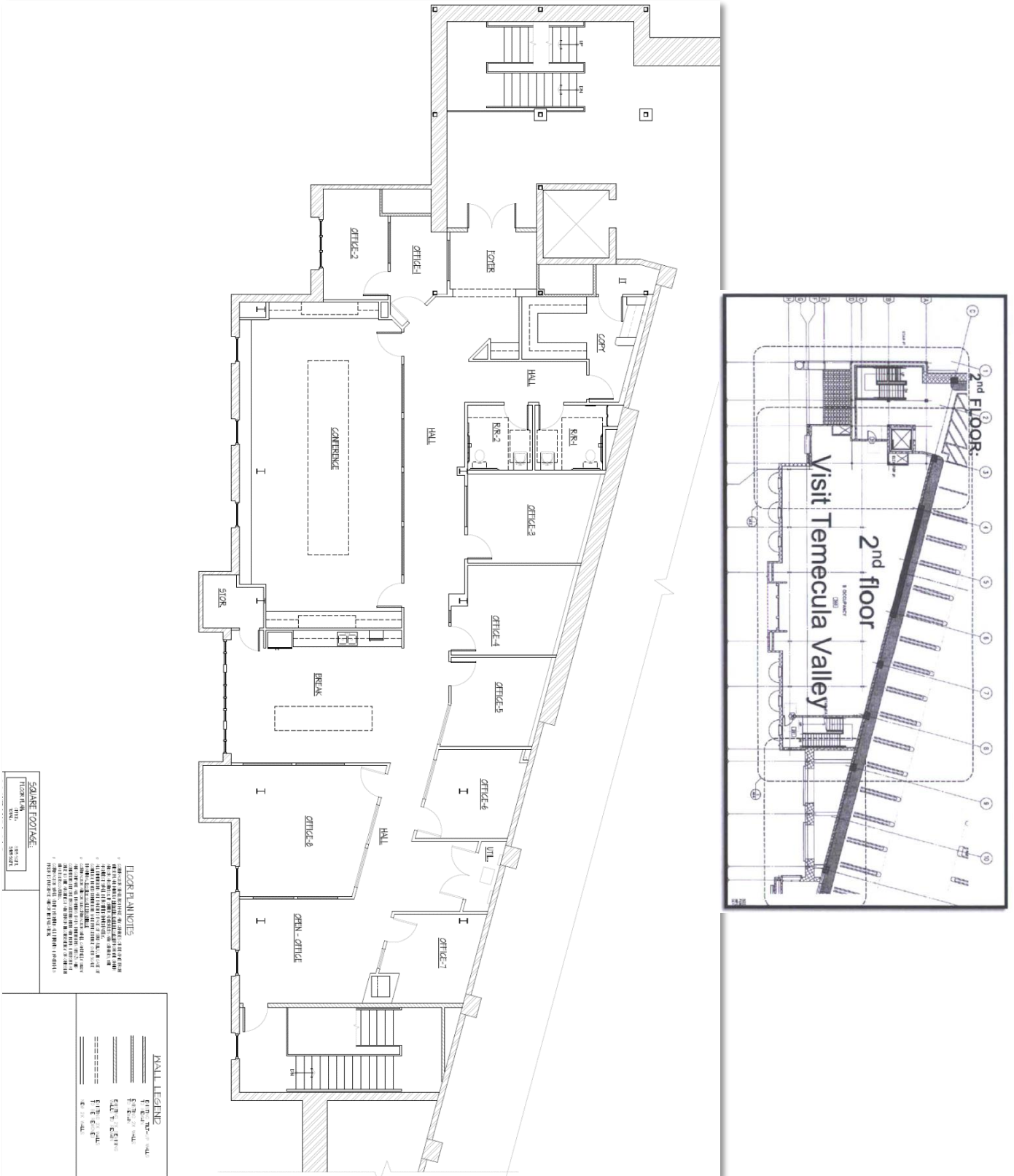


Exhibit "B"
Depiction of Signage Installed by Tenant on Exterior of Premises

