

STANDARD LEASE AGREEMENT WITH  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
AS LESSOR

THIS LEASE is entered into as of March 31, 1992, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation ("University"), and DAVIS JOINT UNIFIED SCHOOL DISTRICT OF YOLO AND SOLANO COUNTIES ("Lessee").

1. LEASED PREMISES. University hereby leases to Lessee that certain real property consisting of approximately two (2) acres in the county of Yolo, State of California described on Exhibit A attached hereto and by this reference incorporated herein ("Premises").
2. TERM. The term of this lease shall be for a five (5) year period beginning March 31, 1992 and ending March 30, 1997.
3. USE OF THE PREMISES. Lessee shall use the Premises only for the following specific purposes:  

Conduct of school, child care, recreational and similar educational and child-training activities
4. RENT. No rent shall be charged for the occupation and use of the Premises.
5. UPKEEP AND MAINTENANCE OF THE PREMISES. Lessee shall maintain said Premises and appurtenances thereto, including but not limited to all fences, in good repair. Lessee shall not commit or suffer to be committed any waste upon the Premises.
6. INSPECTION AND ENTRY BY UNIVERSITY. Lessee shall permit University, and University's agents and assigns, at all reasonable times, to enter the Premises and to use the roads now or later established on the Premises for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, and all other lawful purposes. Lessee shall supply University, and its agents and assigns, with keys and other instruments necessary to effect entry onto the Premises, if applicable.
7. CONDITIONS OF PREMISES. Lessee accepts the leased Premises "as is" and acknowledges that Premises are in satisfactory condition.
8. NONLIABILITY AND INDEMNIFICATION OF UNIVERSITY. This lease is made on the express condition that University is to be free from all liability or loss by reason of injury or death to persons or damage to property, from whatever cause, while in or on the leased Premises or in any way connected with the leased Premises, or with the improvements or personal property therein or thereon, including any liability for injury or death to the person or property of Lessee, its agents, officers, servants, or employees other than where said injury or damage is caused solely by the willful or negligent acts or omissions of University. Lessee hereby covenants and agrees to and shall indemnify University, its officers, employees, and agents, and save it harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses however occurring. Lessee, its agents, officers, servants, and employees

cc. have 11/1/92  
- 28 92

shall assume all risks of injury or death or damage to any and all property of Lessee or any property under the control or custody of Lessee while upon said Premises or damage to or loss of any property stored on the Premises.

9. LIABILITY INSURANCE. Lessee agrees to and shall at its own cost and expense procure and maintain during the entire term of this lease the following policies of insurance:

A. General Liability:

- (1) Commercial Form with Aggregate Limit: (minimum limits)
- |  |             |
|--|-------------|
| (a) General Aggregate (Bodily Injury, Property Damage) | \$5,000,000 |
| (b) Products, Completed Operations Aggregate           | \$5,000,000 |
| (c) Personal and Advertising Injury                    | \$1,000,000 |
| (d) Each occurrence                                    | \$ 500,000  |

However, if such insurance is written on a claims made form following termination of this agreement, coverage shall survive for a period of not less than five years. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this agreement.

OR

- (2) Comprehensive Form with No Aggregate Limit: (minimum limits)
- |  |             |
|--|-------------|
| (a) Combined Single Limit per Occurrence | \$1,000,000 |
| (b) Products and Completed Operations    | \$1,000,000 |

- B. Business Auto Liability: (Minimum limits) for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of no less than \$1,000,000 per occurrence.

- C. Worker's Compensation: as required under California State Law.

- D. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the parties against other insurable hazards relating to performance.

All insurance shall name the University as an additional insured and require that University be given at least thirty (30) days' written notice before any such insurance can be cancelled or changed with respect to parties, coverage, or limits of liability. Lessee shall, prior to commencement of the lease term, deliver to University a copy of such policy or policies, or a certificate of insurance in the case of blanket coverage, together with satisfactory evidence that premiums have been paid.

10. TAXES AND UTILITIES. Lessee shall promptly pay any and all taxes, including possessory interest taxes which may be levied on Lessee's possessory interest created by this lease and personal property taxes levied on Lessee's property. Lessee shall also promptly pay all charges for electricity, light, power, and other utility services on or to the Premises.

11. LIENS. Lessee shall not cause liens of any kind to be placed against the property.
12. DESTRUCTION. The term or status of this lease shall not be affected by the partial or total damage or destruction of any of the improvements on the Premises by fire, earthquake, or other casualty. The provisions of Sections 1932(2) and 1933 (4) of the Civil Code of the State of California shall apply to this lease.
13. CONDEMNATION. If a part of the Premises is condemned for a public use, and the remaining part is susceptible of occupation by Lessee, this lease shall terminate as to the part taken on the date title vests in the condemnor. If the entire or a part of the Premises is taken or condemned so that there does not remain a portion capable of occupation by Lessee, this lease shall terminate on the date title vests in the condemnor.  
  
If the entire or a part of the Premises is taken or condemned all compensation awarded on condemnation shall go to University, with Lessee having no claim to compensation; Lessee irrevocably assigns and transfers to University any right to compensation or damages to which Lessee may become entitled during the term of this lease by the condemnation of the entire or a part of the Premises.
14. ALTERATIONS. Lessee shall make no alterations, improvements, or additions on the Premises without the prior written consent of University. Additions to, or alterations of, the Premises, except trade fixtures, shall become at once a party of the realty and belong to University
15. COMPLIANCE WITH LAW. Lessee shall comply with all requirements of all governmental authorities, now in force or enacted in the future, affecting the Premises, and shall faithfully observe all laws, rules and regulations of these authorities in its use of the Premises. The judgement of a court of competent jurisdiction, or Lessee's admission in an action or a proceeding against him, whether University to be a party to it or not, that Lessee has violated any law, rule, or regulation in its use of the Premises shall be considered conclusive evidence of that fact as between the University and Lessee.  
  
Nothing contained in this lease, and no security or guarantee that University holds now or in the future under the lease, shall in any way constitute a bar or defense to an action by University in unlawful detainer or for recovery of the Premises.
16. BANKRUPTCY - INSOLVENCY. If Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee for creditors, or other liquidating officer is appointed for Lessee's business, University may terminate this lease on thirty (30) days' written notice.
17. ATTORNEY'S FEES. In the event University or Lessee brings suit against the other to enforce rights under this lease, the prevailing party shall recover from the other reasonable attorney's fees to be fixed by the court.
18. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease, or any rights under it, and shall not sublet the entire or any part of the

Premises, or any right or privilege appurtenant to the Premises, or permit any other person (the agents and servants of Lessee excepted) to occupy or use the entire or any portion of the Premises without the University's prior written consent. An assignment or a subletting without University's consent shall void and shall, at University's option, terminate this lease.

19. TERMINATION AND REMEDY IN DAMAGES. If Lessee breaches this lease or if Lessee's right to possession is terminated by University because of Lessee's breach of this lease, University shall have the immediate right to re-enter and may remove all persons and property from the Premises; University may store the property removed in a public warehouse or elsewhere at Lessee's expense and for its account. Further, if University's right of re-entry is exercised following abandonment of the Premises by Lessee, then University may consider any personal property belonging to Lessee and left on the Premises also to have been abandoned, in which case University may dispose of all such personal property in any manner University shall deem proper and is hereby relieved of all liability from doing so.

If University elects to re-enter as provided above, or to take possession under legal proceedings or under any notice provided by law:

- (a) University may terminate this lease; or
- (b) University may from time to time, without terminating this lease, relet the entire or any part of the Premises for such terms (which may extend beyond the term of this lease) and at such rentals and other conditions as University in its sole discretion deems advisable. University also has the right to make alteration and repairs to the Premises. On each reletting, Lessee shall be immediately liable to pay to University the expenses of reletting and of making alterations and repairs incurred by University and all other indebtedness, except rent, due under the lease; or
- (c) University may exercise all other rights that become available to it if Lessee breaches or defaults in his obligations under this lease.

No reentry or taking possession of the Premises by University shall be construed as an election by it to terminate this lease unless a written notice of such an intention is given to Lessee by University. Efforts by University to mitigate damages caused by Lessee's breach of this lease do not waive the University's right to recover damages under these provisions.

Nothing in these provisions affects the right of University to indemnification for liability arising prior to the termination of this lease for personal injuries or property damages as provided in this lease. No action shall be brought under paragraph 19 more than four years after any breach of lease and abandonment of the property by Lessee, or more than four years after the termination of Lessee's right to possession of the property.

20. WAIVER. The waiver by University of a breach of any term, covenant, or condition contained in this lease shall not be treated as a waiver of such

term, covenant or condition, or as a waiver of a future breach of the same or any other term, covenant, or condition contained in this lease.

21. SURRENDER OF POSSESSION. Upon termination of this lease, Lessee shall surrender the Premises in the same condition as received, except for reasonable wear and except for damage by civil disorder, the elements, acts of God, or by any circumstances over which Lessee has no control. Lessee agrees to remove all of Lessee's property from the Premises.

22. NOTICES. All notices under this lease shall be effective only if made in writing and delivered by personal service, by registered mail, or as otherwise may be required by law, as follows:

To University:      Office of Administration  
                         University of California  
                         Davis, CA 95616-8540

To Lessee:            Davis Joint Unified School District  
                         526 B Street  
                         Davis, CA 95616

By written notice to the other, either party may change its own mailing address.

23. TIME OF THE ESSENCE - BINDING ON ASSIGNS. Time limits in this lease are strictly observed. The provisions of this lease shall bind or benefit the heirs, executors, administrators, successors, and assigns of the original parties.

24. EQUAL OPPORTUNITY - APPLICABLE ONLY TO LESSEES WITH FIFTEEN (15) OR MORE EMPLOYEES.

A. During the term of this lease:

1. Lessee shall not discriminate against any person employed or seeking employment, explicitly or implicitly, because of race, color, religion, sex or national origin.

2. Lessee shall take affirmative action to insure that all persons employed or seeking employment are treated without regard to race, color, religion, sex, national origin, ancestry, medical condition (as defined by California Code section 12925[f]), marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified. Such action shall include, but not be limited to, the following: hiring, upgrading, transfer or demotion, testing or placement, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, overtime or shift assignments, as well as selection for training, including apprenticeship, regarding minority group persons, women, the handicapped and disabled veterans and veterans of the Vietnam era.

3. Lessee shall post notices to be provided by University setting forth the provisions of paragraph 24, said notices to be posted in conspicuous places for the benefit of all persons employed or seeking employment.

B. In executing this lease, Lessee certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that Lessee does not or will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurant and any other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin.

C. In the event of Lessee's noncompliance with paragraph 24 and its failure to cure such noncompliance within thirty days following written notification by University of such noncompliance, University shall have the right to terminate this lease, and any necessary additional expense incurred by University, including damages as provided in paragraph 19 of these provisions, shall be borne by Lessee.

25. RELOCATION ASSISTANCE WAIVER. Lessee waives all rights to which Lessee may be entitled, including eligibility for relocation assistance, under Government Code sections 7260 et seq. with regard to this lease.

The parties have executed this lease on the day and year first written above.

LESSEE

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

THE REGENTS OF THE UNIVERSITY  
UNIVERSITY OF CALIFORNIA

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT A

BEGINNING at the corner common to Sections 10, 11, 14 and 15, Township 8 North, Range 1 East, M.D.B. & M., said point being the centerline intersection of County Roads 32 and 96, and running thence from said point of beginning North 30.0 feet to the Northerly right-of-way line of County Road 32, thence along said North line South 84° 40' West, 170.8 feet to the Southwesterly corner of the Fairfield School District property, thence along the Westerly line of said property, North 264.5 feet to the Northwesterly corner of said property, thence South 84° 40' 295.82 feet, thence South 294.5 feet, more or less, to a point on the centerline of County Road 32, thence along said centerline of County Road 32, North 84° 40' East 466.62 feet to the point of beginning, containing 2.117 acres of land, 0.320 acres of which lies within County Road right-of-way.