LEASE

THIS LEASE made and entered into this _____ day of ____________, 1977

by and between

CITY OF SANTA BARBARA
A Municipal Corporation hereinafter referred to as "Lessor";

and

YOUTH THEATRE PRODUCTIONS,
INC. and SANTA BARBARA
COMMUNITY COLLEGE DISTRICT,
hereinafter referred to as "Lessees";

WITNESSETH:

I. PREMISES:

Lessor hereby leases to Lessee those certain premises located at the Santa Barbara Municipal Airport as shown on Exhibit "A" attached hereto and described as follows:

Those portions, being the northerly one-half of that building designated as Building 120 on Santa Barbara Municipal Airport Drawing No. C-5-1 on file in the office of the Airport Manager of the Santa Barbara Municipal Airport and the easterly 10.5 feet of the northerly fourteen (14.00) feet of the southerly one-half of said Building 120, in the City of Santa Barbara, County of Santa Barbara, State of California, containing 3,347 square feet.

II. TERM:

The term of this lease shall be month-to-month commencing on the 15th day of June, 1977.

III. RENTAL:

As rental for said premises, Lessee shall pay to Lessor, a rental of One and no/100 Dollars ($1.00) per month.
IV. USE:

The premises shall be used solely for storage and construction of Lessees sets and other production equipment.

V. UTILITIES:

Lessee agrees to pay all charges for, and to furnish at Lessee's own expense, all public utilities used by Lessee. The water charges shall be $0.00 per month. The sewage charges shall be $0.00 per month. The water and sewage charges specified herein may be adjusted from time to time by the Airport Manager, to reflect the costs to Lessor for water and sewage service to Lessee.

VI. GENERAL CONDITIONS:

Except as expressly provided herein, this lease is made and entered into upon all of the terms and conditions specified in Appendix "B" of Resolution No. 7876 of the Santa Barbara City Council as amended by Resolution No. 7931, which appendix is hereby incorporated by reference and made a part hereof. Copies of said Appendix "B" are available at the offices of the Airport Manager and the City Property Manager.

VII. NONDISCRIMINATION:

Lessee agrees to comply with all the terms of the Lessee's Obligation for Nondiscrimination Certificate attached hereto as Exhibit "A" and incorporated herein.

VIII. SPECIAL CONDITIONS:

None.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed the day and year first above written.

ATTEST: 

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO CONTENT:

Director of Community Services

CITY OF SANTA BARBARA
A Municipal Corporation

by Mayor

YOUTH THEATRE PRODUCTIONS, INC.

by title

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

by title
The "Lessee's Obligation for Nondiscrimination" is as follows:

(a) Lessee in the use of the property which is the subject of this lease or in the operations to be conducted pursuant to the provisions of this lease, will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sex or national origin in any manner prohibited by the laws of the United States, the State of California or any ordinance or policy of the City of Santa Barbara.

(b) Lessee shall furnish its accommodations and services on a fair, equal and not discriminatory basis to all users thereof and lessee shall only charge fair, reasonable and not discriminatory prices for each unit of service.

Lessee may make reasonable and nondiscriminatory rebates, discounts or other similar price reductions to volume purchasers to the extent permitted by law.

(c) Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, color, creed, religion, ancestry, sex or national origin.

(d) Lessee shall not discriminate nor allow discrimination either directly or indirectly, in hiring or employing persons to work on the leased premises.

(e) Lessee agrees that it shall insert the above articles in any agreement by which said Lessee transfers any interest herein or grants a right or privilege to any person, firm or corporation to use the leased premises or to render accommodations and services to the public on the leased premises.

(f) Noncompliance with provisions (a), (b), (c), (d), and (e) above shall constitute a material breach hereof and in addition to any other remedies provided by law or this lease in the event of such noncompliance the Lessor shall have the right to terminate this lease and the interest hereby created without liability therefor, or at the election of the Lessor, the Lessor shall have the right to enforce judicially said provisions (a), (b), (c), (d), and (e).

In the event the Lessee is found to have failed to comply with the provisions of articles (a), (b), (c), (d), and (e) and notwithstanding any other remedy pursued by Lessor, the Lessee shall pay to the Lessor the sum of $25.00 per day for each incident of a failure to comply.

EXHIBIT "B"