

## PARKING SPACE LEASE AGREEMENT

This Parking Space Lease Agreement (hereinafter "Agreement") is made and entered this 27 day of November, 2014, between Pacific Lodge Youth Services, Inc., 4900 Serrania Ave, Woodland Hills, CA 91364, hereinafter referred to as "Lessor" and Chabad of Woodland Hills, 5233 Bascule Ave, Woodland Hills, CA 91364, hereinafter referred to as "Lessee". Lessor and Lessee are sometimes collectively referred to herein in the singular as "Party" or collectively as the "Parties".

### TERM OF LEASE

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, 16 parking spaces at the location generally described as "the back parking lot" of Lessor's property located at 4900 Serrania Ave, Woodland Hills, CA 91364 ("Premises"); and

WHEREAS, the Parties hereby enter into this Agreement whereby Lessor leases to Lessee 16 parking space(s) for a term of three years (3) beginning November 1, 2014 and ending October 31, 2017.

Now therefore, for good and ample consideration, and the terms, covenants and conditions contained herein, the Parties agree as follows:

1. Lessor hereby leases to Lessee the non-exclusive right to use 16 non-specific, unidentified parking space(s) in the back parking lot of the Premises for a term of three years (3) beginning November 1, 2014 and ending October 31, 2017. This Agreement and the rights granted herein shall only cover the back parking lot area of the Premises and no other parking spots or other portion of the Premises. The rights granted to Lessee hereunder are non-exclusive and Lessor reserves the right to utilize the back parking lot of the Premises for any purpose upon providing Lessee with seven (7) days written notice.
2. The rent for the above mentioned parking spaces shall be One Thousand Dollars, (\$1,000) annually.
3. Lessee agrees to pay the stipulated rent as described above to Lessor or his agent upon execution of this Agreement for the first year, and on or before the anniversary date of the Agreement for each year hereafter, by mail or in person to Lessor or his agent at their respective address as noted above, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Lessee covenants to pay the rent when due and payable, without any setoff, deduction or prior demand whatsoever. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as payment on account. The acceptance by Lessor of a check, or other instrument for a lesser amount with an endorsement



or statement thereon, or upon any letter accompanying such check or other instrument, that such lesser amount is payable in full, shall be given no effect, and Lessor may accept such check or other instrument without prejudice to any other rights or remedies which Lessor may have against Lessee.

4. Upon receiving any payment of parking space rent in cash, Lessor agrees to issue a receipt stating the name of the Lessee, the amount of rent paid, the designation of the parking space(s) and the period for which said rent is paid.
5. Lessee affirms his/her understanding that Lessor does not furnish attendants or any security for the parking of automobiles, and if any employee of Lessor shall, at the request of Lessee, handle, move, park or drive any vehicle placed in the parking area, then, and in every case, such employee shall be deemed the agent of the Lessee, and Lessee, not Lessor shall be liable for any loss, damage, injury or expense that may be suffered or sustained in connection therewith or arising from the acts of Lessee or any employee who may be acting as agent of Lessee.
6. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on or at the parking space(s), the Premises, or any part thereof.
7. Lessee at its sole cost and expense shall maintain during the term of this Lease general public liability insurance to insure against all liability of Lessee and its authorized representatives arising out of and in connection with Lessee's use or occupancy of the back parking lot at the Premises. The single combined liability limitation of such insurance shall be not less than:
  - (a) One Million dollars (\$1,000,000.00) with respect to injury or death of one person;
  - (b) Two Million dollars (\$2,000,000.00) with respect to any one accident;
  - (c) One Hundred Thousand dollars (\$100,000.00) with respect to property damage, including theft.
8. The insurance policies shall insure performance by Lessee of the indemnity provisions contained herein below, but the limits of such insurance shall not, however, limit the liability of Lessee hereunder. Both Lessor and Lessee shall be named insureds and the policies shall contain cross liability endorsements.
9. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims arising from:
  - (a) Lessee's use or occupancy of the back parking lot at Premises;
  - (b) Lessee's performance of its obligations under this Agreement; or
  - (c) from any activity, work, or things which may be permitted or suffered by Lessee in or about the back parking lot at the Premises including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any



claim or action or proceeding arising therefrom.

10. Except for Lessor's willful or grossly negligent conduct, Lessee hereby assumes all risk of damage to property or injury to person in or about the back parking lot at the Premises from any cause and Lessee hereby waives all claims in respect thereof against Lessor.
11. Except for Lessor's willful or grossly negligent conduct, Lessee hereby agrees that Lessee shall not be liable for injury to Lessee's person, employees, invitees, customers or any other person in or about the Premises whether such damage or injury is caused by or results from fire, water or rain, acts of other individuals including the residents, employees, staff or invitees of Lessor, or from any other cause whether such damage results from conditions arising upon the Premises or upon other portions of the back parking lot, or from any other sources or places.
12. Lessor or Lessor's agents or assigns are not responsible for any loss, theft or damage to any property left in any vehicle while in, or being driven to and from, said parking space(s) or adjacent areas and Lessee hereby indemnifies Lessor for any loss, theft, injury or damage of any kind resulting from any acts not directly attributable to Lessor or Lessor's agents, as set forth herein above.
13. In the event of any significant injury or damage to Lessee, Lessee's employees, or Lessee's invitees, licensees, and/or guests, or any personal property, suffered in the leased parking space(s) or in the parking areas on the premises, written notice of same shall be provided by Lessee to Lessor at the address designated above as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of this lease.
14. It is understood and agreed that Lessor shall have the right at any time following the execution of this Lease, and upon reasonable notice, to reassign Lessee to a different designated parking space on the same terms and conditions as provided in the Lease. Lessee shall have use of the parking spaces on an uninterrupted basis (each day of the week) for the duration of the Lease.
15. All automobiles in said parking space(s) or otherwise entering upon the Premises shall be driven and handled at the risk of the owner thereof, and any person driving any said automobile shall, and agrees to, be the agent or employee of the owner of said automobile.
16. Lessee agrees to use the demised parking space(s) in the back parking lot only for the parking of automobiles and the demised area shall be used for no other purpose by Lessee or any other person.
17. This Lease constitutes the entire agreement between the parties. No modification to this Lease shall be effective unless in writing and signed by both

parties.

18. If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of this Lease shall remain in full force and effect.

  
\_\_\_\_\_  
Rabbi Yossi Gordon, Chabad of Woodland Hills

11-27-2014  
Dated

  
\_\_\_\_\_  
Leslie King, Board Chair, Pacific Lodge Youth Services

11.29.2014  
Dated

DEPARTMENT OF CITY PLANNING  
**APPROVED**

STAFF Dain B.

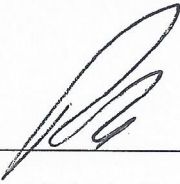
DATE 2/28/19

per casefile  
ZA-2012-0161-CU-ZV  
Condition 16a(1)

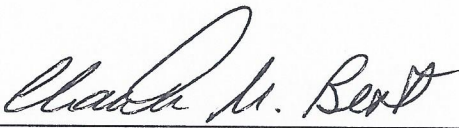


PARKING SPACE LEASE AGREEMENT Addendum

The lease agreement between Pacific Lodge Youth Services and Joseph Gordon, of Chabad of Woodland Hills, is extended an additional five (5) years beginning today, February 27, 2019, at the same terms and conditions.

  
\_\_\_\_\_  
Joseph Gordon, Chabad of Woodland Hills

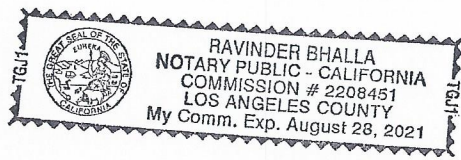
2/27/2019  
Dated

  
\_\_\_\_\_  
Charles M. Best, Treasurer, Pacific Lodge Youth Services

2/27/2019  
Dated

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles  
Subscribed and sworn to (or affirmed) before me this 27<sup>th</sup> day  
of Feb, 2019, by Joseph Gordon  
Charles M. Best, proved to me on the basis  
of satisfactory evidence to be the person(s) who appeared before me.  
Signature \_\_\_\_\_ (Seal)



DEPARTMENT OF CITY PLANNING  
**APPROVED**  
STAFF Davis B  
DATE 2/28/19  
Per Casefile ZA-2012-0161-du-zv  
Condition 16 a(1)