

Omni Oakland Commons Sublease Agreement

This Sublease Agreement ("Sublease") is entered into on May 1, 2016 between Omni Oakland Commons, a California public benefit Company ("Lessor") and _____ ("Lessee") (hereinafter collectively the "Parties").

1. Rental and Term: Subject to the terms and conditions set forth herein, Lessor hereby subleases to Lessee and Lessee agrees to sublease from Lessor the portion of 4799 Shattuck Avenue, Oakland, California (the "Property") designated (if applicable, describe exclusive space): _____ and outlined in red on the drawing attached hereto as Exhibit A (the "Premises"). Lessee shall have a non-exclusive license to use the Common Areas depicted on Exhibit A in common with the other sub-Lessees of Lessor provided that Lessee's use of the Common Areas does not infringe any of Lessor's other sub-Lessees to use said Common Areas. Lessee agrees and acknowledges that Lessor has signed other Sublease agreements with other entities regarding other areas of the Property and Lessee shall have no right to use other Subleased areas of the Property, except with permission of the other sub-lessees. The term of this Sublease shall commence on the date stated above and shall continue until June 31, 2017, or until terminated or extended under the provisions of this Sublease.

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"). 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 first day of each month _____.

If any amount required to be paid under this Sublease 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 Sublease, 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 Sublease, 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 ____) Prior to taking possession of the Premises, Lessee shall pay a security deposit in the amount of \$_____ for the full and faithful performance by the Sublessee of all the terms of this sublease.

This security deposit will be refunded to Sublessee within thirty (30) days after the expiration of this sublease, 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 rent of master lease, or ____% per month, or \$_____ per month.

____ Internet connection: shared equally among all Lessees and fiscally sponsored resident projects.

____ Omni Oakland Commons property taxes: shared equally among all Lessees and fiscally sponsored resident projects.

____ Omni Oakland Commons Insurance: shared equally among all Lessees and fiscally sponsored resident projects.

____ Lessee insurance

____ Other: _____

6. Permitted Uses: Lessee shall use the Premises exclusively for _____, and any activities germane to the lawfully-conducted business operations of Lessee provided such operations do not abrogate any other part of this Sublease Agreement. Lessee accepts the condition of the Premises, the Common Areas and the Property "as-is". Lessee has received a copy of Lessor's master-lease for the Property and agrees to comply with all terms and conditions contained in the Master Lease. 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.

Lessor may amend the Building Rules from time to time, posted by Lessor at Lessor's discretion, in appropriate locations, and recorded in the minutes of the board of directors of the Lessor. Lessee agrees that each provision of said Building Rules shall be a material covenant of this Sublease and that violation of any of the Building Rules may constitute good cause for termination of this Sublease. 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.
- 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 on-going 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 Sublease.

11. Termination:

(initial ____) If Lessee fails to pay rent when due, or to perform any term of this Sublease, 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 Sublease, 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 Sublease 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 Oakland Commons)** as an additionally insured, as well as the building owner, **John S. Givens**.

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 Sublease 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 Sublease shall not constitute a waiver of subsequent breaches. Invalidity or partial invalidity of any provision of this Sublease shall not render the remainder of the Sublease invalid or unenforceable. This Sublease shall be governed by the laws of the state of California. In the event of any action, arbitration, or other proceeding to enforce this Sublease, the parties agree that the sole, exclusive venue for any action shall be in the County of Alameda. This Sublease may not be amended or altered except by an instrument in writing signed by the Parties. This Sublease 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 Sublease. Lessee has read, understood, and voluntarily agrees to the foregoing.

Lessee: _____

(signed)

(printed)

Lessee Title:

Lessor:

(signed)

(printed)

Lessor Title: _____, Omni Oakland Commons



