

Commercial Lease Agreement

Apostolic Mutual and Apostolic Assembly of the Faith in Christ Jesus

PARTIES: Lessor: The Apostolic Assembly of the Faith in Christ Jesus (the “Landlord”)

Lessee: Apostolic Mutual (the “Tenant”)

PREMISES: The Landlord hereby leases to the Tenant approximately 225 square feet of the Apostolic Assembly Corporate Office located at 5401 Citrus Avenue, Fontana, CA 92336.

The portions eligible for use and leasing are identified as the 15’x15’ corner room of the South Wing, previously designated as the South Conference Room.

This Commercial Lease Agreement (“Agreement”) is made on this _____ day of _____, 2023 between the Landlord and the Tenant. The Landlord and Tenant are each referred to herein as “Party” and, collectively, as the “Parties” .

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

LEASE TERM: This agreement is for a period of 12 months, commencing on August 1, 2023, and ending on July 31, 2024.

Thirty (30) days prior to the end of this lease the Tenant must submit in writing a Letter of Intent to either renew the lease, or to terminate the lease.

SERVICES: The Tenant shall be provided with the following services as part of this Agreement:

- **Conference Room(s).** The Tenant shall be given access to request the use any Conference Rooms on a first come, first serve basis, in accordance with the Corporate Office Conference Space Request Policy.
- **Coffee & Refreshments.** The Tenant shall have access and be able to consume an unlimited amount of coffee and other office refreshments provided, as designated by the Landlord. Coffee and refreshments availability may change from time-to-time.
- **Kitchen & Breakroom.** The Tenant shall have access to utilize the kitchen and breakroom amenities provided to the Corporate Office and shall have shared use

of these spaces. Rules and guidelines on cleanliness and food storage will apply to the Tenant.

- **Directory.** The Landlord shall allow the Tenant to display their business name on any available online, or other published material, describing the Premises.
- **Reception Services.** The Landlord shall provide reception services, including welcoming and greeting guests and visitors of the Tenant into the Premise, mail handling, and screening incoming calls.
- **Internet Access.** The Landlord shall provide premium internet access to the Tenant by supplying a Wi-Fi Username and Password to designated employees of the Tenant. Any hardlines or ethernet ports can be supplied and installed by the Landlord upon request; however, the Tenant shall bear the full responsibility to pay for installation and operation services.
- **Mailboxes.** The Tenant shall have access to the mailbox and receive mail during the term of this agreement and during regular business hours. Fees for any labeling, shipping, or mailing for Tenant mail will be charged directly to the Tenant.
- **Access.** The Landlord shall provide each employee of the Tenant with one access badge to the Corporate Office, which will be active during regular business hours. Replacement cards can be issued upon request for the fee of \$25 per card.
- **Waste Services.** The Landlord shall have shared use of the onsite waste containers and services provided by the City of Fontana for standard waste and recycling.
- **Cleaning.** The Tenant can select the **optional** service of daily cleaning from the Landlord, for the rate of \$100 per month.

The following services **shall not** be provided to the Tenant and will be the responsibility of the Tenant to maintain:

- **Workstations.** The Tenant shall purchase and supply their own workstations and furnishings of the office space.
- **Computers & Devices.** The Tenant shall purchase and supply their own computers, laptops, and electronic work devices.

- **Printing and Copying.** The Tenant shall provide their own printer(s), which shall be kept in their workspace. Additionally, they shall provide their own paper reams for printing and copying.
- **Storage.** The Tenant shall be responsible to obtain their own storage container, or facility, for storage space. The Landlord shall not provide any storage spaces on the Premises.
- **Office Supplies.** The Tenant shall be responsible to maintain and purchase their own office supplies (pens, paper, notepads, etc.) and will not have access to the Corporate Office's office supplies.
- **Phones.** The Tenant shall be responsible to purchase and supply their own phone modules and phone services.
- **Cleaning.** The Tenant shall be responsible to pay for and provide cleaning services to their leased space. **Optional** cleaning services can be provided by the Corporate Office for the rate of \$100 per month.

Being a Tenant of the Premises grants the privilege and use in common with other tenants on the Premises. The Tenant understands the use of the Premises is determined by each tenant's agreement with the Landlord. In no way does the term "co-working" or any other term in this Agreement suggest that the rights of any tenant is equal to another.

BUSINESS HOURS: The standard business hours of operation on the Premises shall be the following:

- Monday through Friday
- 8AM to 5PM

The Tenant shall operate their business during these hours and will be given access to the Premise from 7AM to 6PM daily. Permission to operate outside of these specified times must be approved by the Office Manager in writing.

During such hours, the Tenant agrees to keep their noise level so as not to interfere with the other business, or tenants, on the Premises.

SECURITY DEPOSIT: The Tenant, as part of this Agreement and separate from the first payment to the Landlord, shall be required to pay a Security Deposit of \$1,000 ("Security Deposit"). The Security Deposit shall be held by the Landlord until this Agreement is terminated.

If any payment is made with a physical check and is returned for any reason, the Tenant shall be charged the amount of \$50 for every instance this should occur.

RENT: The Landlord agrees to allow the Tenant to occupy the Premises in exchange for the rate of \$700 per month. The total price to lease per square foot shall be \$3.11, for the duration of the term.

Rent will be payable in advance and due on the 1st day of each month during the Lease Term.

The monthly rate takes into consideration the average cost of leased commercial space in the City of Fontana, the costs of shared utilities, and services provided to the Tenant.

LATE FEES: Rent paid after the 10th day of the month shall be deemed as late and shall incur a late fee charge of \$100.

UTILITIES & ADDITIONAL EXPENSES: The Tenant shall not be directly responsible for all utilities. The utility expense is included as part of the monthly rental fee.

The Tenant shall be responsible for immediate replacement of any checks tendered with insufficient funds. The Tenant will also be held responsible for any additional charges incurred by the Landlord due to any returned checks.

GROUNDS MAINTENANCE: The Tenant is solely responsible for always keeping the leased area clean and safe from hazards or obstructions. The Tenant shall be responsible to hire and maintain janitorial services for their use of the Premises, which includes the office space in tenant leased areas.

The option to utilize cleaning services from the Landlord is available at the fee of \$100 per month.

The Landlord shall be responsible for all other standard janitorial services, building, or property maintenance.

In the event that the Landlord finds the shared spaces of the Premises left uncleaned, the Tenant shall be responsible to pay for the additional cleaning fee of \$100.00 per occasion.

COMMON AREAS: The following spaces shall be deemed as Common Areas for general use by both the Landlord and Tenant: The main entrance, the main lobby, the lobby restrooms, the exterior premises and parking lot, the breakroom and kitchen space, the conference rooms (upon request).

OPERATING STANDARDS: In accordance with this Agreement the Tenant agrees to the following:

- No individual or business may conduct any activity within the Premises that, in the sole judgment of the Landlord, creates excessive traffic or is deemed to be inappropriate to the other tenants' co-working experience;
- No individual or business may advertise or have identifying signs or notices that are inscribed, painted, or affixed on any part of the Premises without the express written consent of the Landlord;
- All tenants of the Premises shall keep clean any common areas after use. This includes, but is not limited to, conference rooms, call areas, coffee and snack areas, visual equipment, and any other space that may be used by another tenant;
- All tenants are prohibited from smoking in any area of the Premises; and
- All tenants are to operate in a way that is courteous with all other individuals.
- The employees of the Tenant shall be subject the direction of the Landlord's designated Office Manager for matters that pertain to the whole facility and or safety of employees and visitors.

The Landlord reserves the right to make other reasonable rules and regulations from time to time in order to promote a good co-working environment amongst the tenants.

ACCESS: Any party associated with the Tenant shall follow the standard protocols of requesting access to the Corporate Office, by contacting the Apostolic Assembly Corporate Office and requesting an appointment during business hours, Monday through Friday, at 909-987-3013. Violations of this agreement shall be addressed by the Landlord.

The Landlord has the right to inspect the Premises at any time, without notice, to ensure the Tenant's compliance with the terms of the Agreement. The Landlord has the right to declare the Premises closed and unavailable for use by the Tenant during standard hours of operation for the Corporate Offices, and during times of emergencies (i.e. – fires, earthquakes, etc.).

STORAGE & EQUIPMENT: The Tenant shall be responsible to maintain their own storage units and shall keep the storage units located on the Back Lot of the Premises. Any portable equipment, or supplies, used by the Tenant in all Common Areas shall be kept in storage and out of sight when not in use. The use of any equipment, or supplies,

of the Apostolic Assembly Corporate Offices must be approved with the written consent of General Management prior to use.

SIGNAGE: Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.

RIGHTS RESERVED: The Landlord expressly reserves the right to use any portions of the Premises that are not covered by this Agreement, at the Landlord's sole discretion. The Tenant reserves the right to terminate this Agreement without cause with a written 90-day notice.

PROPERTY DAMAGE: The Tenant shall be responsible for the cost and repair or replacement for any property damage, including equipment and supplies owned or under the control of the Landlord, if the Tenant, its guests, clients or employees, causes the damage. Repair and replacement shall be completed within a reasonable time period, no later than 30 days from the date of the damage incurred.

STRUCTURE: No structural changes shall be made to the Premises without the Landlord's prior written consent and approval. The Tenant agrees not to encumber the property or any fixtures or possessions on the Premises in any way so as to jeopardize title or possession. This condition and clause applies to landscaping, signs, equipment and displays.

SUBLET: The Tenant shall not assign, or sublet, or allow any other person or group to occupy the leased premises without the Landlord's prior written consent.

INSURANCE: The Tenant agrees to provide and maintain a General Liability insurance policy with at least \$250,000 of coverages. The insurance policy shall name the Apostolic Assembly of the Faith in Christ Jesus as the Additionally Insured Party and as the loss payee. The Tenant shall provide an updated certificate of insurance to the Apostolic Assembly Real Estate Department as a condition of compliance with the Agreement.

The Tenant shall be liable for any direct or indirect actions of the Tenant, its clients, guests, or its employees.

In the event the Tenant shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, the Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional rent.

Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

INDEMNIFICATION: The Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the lease term.

CONDITION: The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior and exterior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. Upon the expiration of the lease term, or this Agreement, the Tenant shall return the possession of the leased Premises in their present condition, reasonable wear and tear notwithstanding.

LAWS: The Tenant shall comply with all building, zoning, and health codes, as well as other applicable laws relating to the leased Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring the contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority. Failure to make such payments shall result in default under the terms of this Agreement.

LICENSES & PERMITS: A copy of any and all local, state or federal permits acquired by the Tenant which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

DEFAULT & POSSESSION: In addition to other instances noted herein, in the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord

may declare the Lease terminated and may immediately re-enter said Premises and take possession of the Premises.

In the event of a breach of any terms of the Agreement, the Apostolic Assembly's Corporate Leadership shall meet with the Tenant and its representatives within 30 days to formulate a solution. Failure to reach a solution within this time period or any extension thereof will result in default and termination of this lease.

Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense.

BANKRUPTCY – INSOLVENCY: The Tenant agrees that in the event all or a substantial portion of the Tenant 's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the leased Premises and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

HOLDOVER: Should Tenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

ARBITRATION AGREEMENT: The Parties agree to resolve any and all claims, disputes or disagreements arising under this Agreement, including, but not limited to any matter relating to any defaults by the Landlord, or any defaults by the Tenant by and through arbitration and irrevocably waive any and all rights to the contrary. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever.

SEVERABILITY: Wherever possible each provision of this lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this lease.

BINDING EFFECT: Unless otherwise stated, this lease is binding on all parties who lawfully succeed to the rights to take the place of the Landlord or Tenant.

This is the full Agreement between the Parties. Exhibits attached hereto are incorporated into this agreement. These include the layout of the leased building areas, parking, equipment owned by the Tenant, and common areas. This lease supersedes any and all prior oral or written agreements. Any amendments to this lease must be in writing and by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto set their hands and seal this _____ day of _____, 2023.

Gabriel Gonzalez, Office Manager
Apostolic Assembly of the Faith in Christ Jesus

Joseph V. Rodriguez, Vice President
Apostolic Assembly of the Faith in Christ Jesus

Eddie Campa, Executive Director
Apostolic Mutual