

REVENUE LEASE

County of Riverside and
Beaumont Unified School District
Beaumont, California

This Revenue Lease (“Lease”) is entered into as of the ____ day of _____, 2025 (the “Effective Date”) by and between the **COUNTY OF RIVERSIDE** (“Lessor” or “County”), and **BEAUMONT UNIFIED SCHOOL DISTRICT** (“Lessee” or “District”) for property located at 14700 Manzanita Park Road, Beaumont, California. County and District are from time to time throughout this Lease referred to singularly as “Party” or collectively as “Parties.”

Recitals

WHEREAS, County is the owner of certain real property and improvements located at 14700 Manzanita Park Road, Beaumont (unincorporated Riverside County), California 92223 (the “Property”); and

WHEREAS, District desires to utilize a portion of the Property for the purposes of providing classroom instruction (the “Premises”); and

Now, therefore, in consideration of mutual covenants and other good and valuable consideration, the parties do hereby agree as follows:

1. Description. The Premises consist of an approximately 887 square-foot classroom and certain common areas in the existing building located upon the Property as more particularly shown on Exhibit "A," attached hereto and incorporated herein.

2. Use.

(a) The Premises are leased hereby for the purpose of classroom instruction, tutoring, and independent study for students of the District.

(b) The Premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall not be unreasonably conditioned or withheld.

(c) Lessee shall have the exclusive use of the Premises.

(d) Lessee shall have non-exclusive rights, in common with others entitled to such use, to utilize to the common areas including hallways, loading and unloading areas, trash areas, walkways, and driveways. Such access shall not unreasonably interfere with Lessor's programs or activities.

3. Term. This Lease shall commence on the Effective Date, and terminate on August 30, 2027 (the "Term").

4. Holding Over. Any holding over by Lessee after the expiration of said Term or any extension thereof shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease.

5. Rent.

(a) Lessee shall pay the sum of Eight Hundred Eighty Seven and 00/100 dollars (\$887.00) per month to County as rent for use of the Premises, payable, in advance, on the first day of the month, provided, however, in the event rent for any period during the Term hereof which is for less than one full calendar month said rent shall be pro-rated based upon the actual number of days of said month (the "Rent").

(b) Notwithstanding the provisions of this Section, the Rent shall be increased on each anniversary of the Lease by an amount equal to five percent (5%) percent of the Rent during the immediately preceding year.

6. On-Site Improvements by Lessee.

(a) Lessee shall not make any alterations, improvements or installation of fixtures upon the Premises without the prior written consent of County after Lessee has submitted proposed plans for such alterations, improvements or fixtures to County in writing.

(b) All alterations and improvements to be made, and fixtures installed, or caused to be made and installed, upon the Premises by Lessee shall become the property of County upon expiration of the Term or earlier termination of this Lease with the exception of trade fixtures as such term is used in section 1019 of

the California Civil Code. At or prior to the expiration of this Lease, Lessee may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, Lessee shall restore the premises to their original shape and condition as nearly as practicable. In the event such trade fixtures are not removed, County may, at its election, either: (1) remove and store such fixtures and restore the Premises for the account of Lessee, and in such event, Lessee shall within thirty (30) days after billing and accounting therefore reimburse County for the costs so incurred, or (2) take and hold such fixtures as its sole property.

7. Signs. Lessee shall not erect, maintain or display any signs or other forms of advertising upon the Premises without first obtaining the written approval of County, which approval shall not be unreasonably withheld.

8. Early Termination. County or Lessee shall have the right to terminate this Lease for convenience by providing the other Party no less than Ninety (90) days' prior written notice.

9. Utilities.

(a) County shall provide and pay for all utilities (including internet service).

10. Maintenance.

(a) County shall be responsible for all maintenance of the Premises.

(b) County shall be responsible for providing routine monitoring and maintenance of the fire/life safety systems serving the Premises, including fire alarm system, fire extinguishers, and the fire sprinkler system, if applicable.

(c) County shall maintain the mechanical room and other major equipment connected to the Premises.

(d) Lessor shall provide notice to Lessee prior to entering onto the Premises and shall provide Lessee the option to escort County's personnel and agents.

(e) In the event any damage or injury to the Premises is caused by the negligent acts of Lessee, its officers, employees, clients, agents, guests, invitees, subcontractors or independent contractors, any repairs made, or caused to be made by County as may be necessary to restore the Premises as a result of such damage or injury shall be paid forthwith by Lessee to County upon a billing and accounting thereof, in writing, by County to Lessee.

11. Custodial Services. County shall provide, or cause to be provided, and pay for all custodial services in connection with the Premises.

12. Inspection of Premises. County, through its duly authorized agents, shall have the right to enter the Premises upon no less than 24 hours' prior notice (unless for an emergency situation) for the purpose of inspecting, monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Lease.

13. Quiet Enjoyment. Lessee shall have, hold and quietly enjoy the use of the Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

14. Compliance with Government Regulations. Lessee shall, at Lessee's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to Lessee's use of the Premises. Any final judgment, decree or order of any court of competent jurisdiction, or the admission of Lessee in any action or proceedings against Lessee that Lessee has violated any such statutes, regulations, rules, ordinances or orders in the use of the Premises, shall be conclusive of that fact as between County and Lessee.

15. Nondiscrimination. Lessee herein covenants by and for himself or herself, his or her heirs, executors, administrator, and assigns, and all persons claiming under or through them, that this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in section 12955 of the Government Code, and also defined in sections 12926 and 12926.1 in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property herein leased, nor shall the Lessee himself or herself, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees in the Property herein conveyed. The foregoing covenants shall run with the land.

15. [Reserved.]

16. Default.

(a) Lessee shall be in default if the Premises is used for any purpose other than that authorized in the Lease without the prior authorization of County, fails to maintain the Premises or the improvements in the manner provided for in the Lease, fails to pay any installment of Rent or other sum when due as provided for in the Lease, fails to comply with or perform any other covenant, condition, provision or restriction provided for in the Lease, abandons the Premises for longer than ninety (90) days, allows the Premises to be attached, levied upon, or seized under legal process; or, if the Lessee files or commits an act of bankruptcy, has a receiver or liquidator appointed to take possession of the Premises, or commits or permits waste on the Premises (collectively referred to as a "Default"), then the Lessee shall be deemed in default under the terms of the Lease.

(b) In case of Default, County shall provide a thirty (30) day written notice to Lessee to remedy any and all defaults. Upon the failure of Lessee to promptly remedy such Default, County shall have the right to terminate this Lease and retake

possession of the Property together with all additions, alterations, and improvements thereto. County shall also retain all rights to seek any and all remedies at law or in equity.

17. Termination by County. Notwithstanding the provisions of Default, County shall have the right to immediately terminate this Lease for the following:

(a) In the event a petition is filled for voluntary or involuntary bankruptcy for the adjudication of Lessee as debtors.

(b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(c) In the event of abandonment of the Premises by Lessee for longer than ninety (90) days.

(d) For convenience as referenced in Section 8.

18. Insurance. Without limiting or diminishing the District's obligation to indemnify or hold the County harmless, District shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. With respect to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Workers' Compensation:

If the District has employees as defined by the State of California, the District shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside and name the County as Additional Insureds.

(b) Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of District's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then District shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

(d) Sexual Abuse or Molestation (SAM) Liability: If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

(e) Intentionally Deleted.

(f) General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a

particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The District must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, District's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) District shall cause District's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DISTRICT insurance carrier(s) policies does not meet the minimum notice requirement found herein, District shall cause District's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly

executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. District shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the District's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the District has become inadequate.

7) District shall pass down the insurance obligations contained herein to all tiers of sub contractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

9) District agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

19. Hold Harmless and Indemnification. District shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of District, its officers, employees, sub-contractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever, except to the extent such liability and any associated claims or losses is based in whole or in part on the negligence or misconduct of County. District shall defend County at its sole expense and bear all costs and fees including, but not limited, to attorneys' fees, costs of investigation, defense and settlements, or awards incurred by the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by District, District shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement, or compromise in no manner whatsoever limits or circumscribes District's indemnification to Indemnitees as set forth herein.

District's obligation hereunder shall be satisfied when District has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe District's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

interpretation shall not relieve the District from indemnifying the Indemnitees to the fullest extent allowed by law.

Survival of Indemnification. The paragraphs of this Section shall survive the expiration or earlier termination of this Lease until all claims against County Parties involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitation.

20. Assignment. Lessee shall not assign, sublet, mortgage, hypothecate, or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the prior written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, as provided in this Section, Lessee's obligations under this Lease shall be transferred to the assignee.

22. Toxic Materials. During the term of the Lease and any extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises, including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances," "hazardous materials" or "toxic substances") in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. section 5101, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117 of the California Health and Safety Code or as "Hazardous Substances" in section

78075 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

23. Free From Liens. Lessee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Lessee, in, upon, or about the Premises, and which may be secured by a mechanics', materialman's or other lien against the Premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Lessee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof and is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and discharge said judgment.

24. Employees and Agents of Lessee. It is understood and agreed that all persons hired or engaged by Lessee shall not be considered to be employees or agents of County.

25. Binding of Successors. Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all the parties thereto shall be jointly and severally liable hereunder.

26. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

27. Severability. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

28. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The County and

Lessee agree that this Agreement has been entered into at Riverside, California, and that any legal action related to the interpretation or performance of the Agreement shall be filed in the Superior Court for the State of California, County of Riverside, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

29. Notices. Any notice shall be addressed to the respective parties as set forth below:

County:
Real Estate Division
Facilities Management
Attn: Deputy Director
3450 14th Street, Suite 200
Riverside, California 92501
(951) 955-4820

Lessee:
Beaumont Unified School District
350 Brookside Avenue
Beaumont, California 92223
(951) 845-1631

or to such other addresses as from time to time shall be designated by the respective parties.

30. Amendments. This Lease shall not be modified unless mutually agreed upon in writing by the County and the Lessee and shall be incorporated in executed amendments to this Lease.

31. No Third Party Beneficiaries. This Lease is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Lease.

32. Permits, Licenses and Taxes. Lessee shall secure and maintain, at its expense, all necessary permits and licenses as it may be required to obtain and/or hold with respect to this Lease, and Lessee shall pay for all fees and taxes levied or required by any authorized public entity.

33. County's Representative. County hereby appoints the Director of Facilities Management as its authorized representatives to administer this Lease.

34. Agent for Service of Process. It is expressly understood and agreed that in the event Lessee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessee shall file with the Director of Facilities Management, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of services of process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then, in such event, Lessee may be personally served with such process out of the State and that such service shall constitute valid service upon Lessee. It is further expressly understood and agreed that Lessee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

35. CASp Disclosure. To the extent California Civil Code section 1938 may apply to the premises, Lessor represents that the premises have not undergone inspection by a Certified Access Specialist (CASp). A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards

within the premises. Lessee shall be responsible for compliance with government regulations as provided in Section 14.

36. Entire Lease. This Lease is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. The Lease may be changed or modified only upon the written consent of the Parties hereto.

37. Authority to Execute. The persons executing this Lease on behalf of the Parties to this Lease hereby warrant and represent that they have the authority to execute this Lease and warrant and represent that they have the authority to bind the respective Parties to this Lease and to the performance of its obligations hereunder.

38. Language for Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital

signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

39. Approval. Anything to the contrary notwithstanding, this Lease shall not be binding or effective until its approval and execution by the Director of Facilities Management.

[Signatures on following page]

IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Lease on
this _____ day of _____, 2025.

COUNTY:
County of Riverside, a
Political subdivision of the State of
California

LESSEE:
Beaumont Unified School District

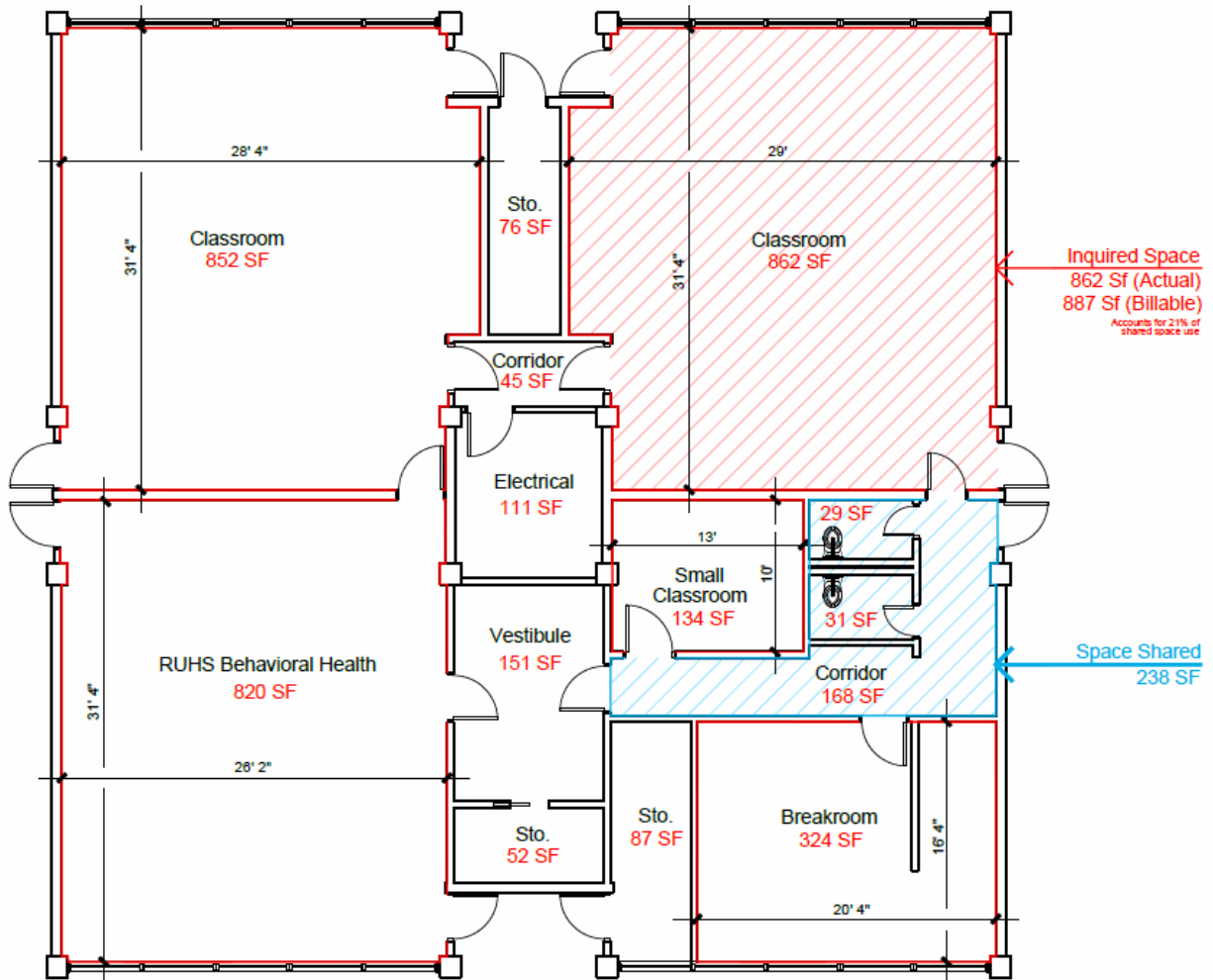
By: _____
Vincent Yzaguirre, Director
Facilities Management

By: _____
Sergio San Martin
Chief Business Official

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Braden Holly
Deputy County Counsel

Exhibit 'A' Premises



*Exclusive area hatched in red

*Non-Exclusive Common Area hatched in blue