

## LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is executed at Fresno, California, this 20th day of FEBRUARY, 2018 by and between the CITY OF FRESNO, a municipal corporation of the State of California, hereinafter called "City," and CHILDREN'S MUSICAL THEATREWORKS OF FRESNO, a California non-profit corporation, hereinafter called "Lessee."

### RECITALS

WHEREAS, Lessee is engaged in providing accessible musical theater services to the citizens in the City of Fresno, for the benefit of the youth, families, educational institutions, its members and the entire community; and

WHEREAS, City and Lessee are desirous of entering into an agreement that Lessee use parts of the Veterans Memorial Auditorium for meetings, storage and office space to the benefit of its members and the general public.

### AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained, to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

SECTION 1. DESCRIPTION OF THE PREMISES. City hereby leases to Lessee, and Lessee hires from City, on the terms and conditions set forth herein, a portion of the Veterans Memorial Auditorium building located on that real property situated in the City of Fresno, County of Fresno, State of California, particularly described as follows:

Block "B" of Town of Fresno, according to the map thereof, recorded in Book 1, Page 2 of Plats, records of said County, said Block being further described as being bounded by "N" Street, "O" Street, Fresno Street and Merced Street.

The portion of said building which is the subject of this Lease, hereinafter called the "Premises," is that area delineated and described in Exhibit "A," attached hereto and by reference incorporated herein.

SECTION 2. TERM AND EFFECTIVE DATE. The term of this Lease ("Term") is for a period of one (1) year, commencing 12:00 a.m. on \_\_\_\_\_ and ending 11:59:59 p.m. on \_\_\_\_\_ unless sooner terminated in accordance with the provisions of this Lease. It is the intent of the parties that this Lease be effective as of 12:00 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ as to all terms and conditions of the Lease. The Lease may be extended for an additional term not to exceed 2 years upon mutual written agreement of the parties after 30 days written notice prior to termination of this Lease of a party's intent to extend.

SECTION 3. RENT. Lessee shall pay City the sum of \$1.00 per year for the use of the

Premises.

**SECTION 4. USE BY LESSEE.**

(a) The Premises are leased for the purpose of musical theater office space, storage, display areas and meetings.

(b) Lessee has examined the Premises prior to occupancy and represents the Premises are suitable for the stated purposes contained in this Lease.

(c) Lessee shall provide competent personnel necessary to implement the above purposes, and shall have a member of its organization on the Premises at all times during use.

(d) Lessee and its agents, employees, guests and invitees, shall have the right of access to and the use of such common areas of the building in which the Premises are located, as are delineated and described in Exhibit "A." Said right and use shall be subject to reasonable restriction by City.

**SECTION 5. USE BY CITY.** City may use the Premises for public meetings or other similar uses if:

(a) City notifies Lessee in writing prior to any proposed use; and

(b) Lessee consents in writing to City's proposed use, which consent shall only be withheld if the proposed use unreasonably interferes with Lessee's use.

City shall not be required to pay Lessee for any such use. City may lease or license to parties other than Lessee those parts of the Veterans Memorial Auditorium not included in the Premises.

**SECTION 6. TERMINATION OF AGREEMENT.** This Lease may be terminated by either party without cause, upon 60 calendar days prior written notice. Any amounts outstanding by Lessee will immediately become due and owing to City.

**SECTION 7. ASSIGNMENT.** Lessee shall not assign or otherwise transfer this Lease, any right or interest in the Premises, any part thereof or improvement therein without first obtaining the prior written consent of City. Any such attempted assignment or transfer shall be void and shall, at City's option, terminate this Lease. Necessary prior written consent shall first be approved by the Council of the City of Fresno.

**SECTION 8. OPERATIONAL COSTS.** Lessee shall pay all operational costs of said Premises, including but not limited to the salaries of necessary personnel. "Operational costs" shall be defined as all business-related costs not specifically assumed herein by City.

**SECTION 9. UTILITIES.**

(a) Lessee shall pay the complete cost of telephone service to the Premises.

(b) The cost of the other utilities supplied to Lessee by City for Lessee's use of the Premises will be paid by City.

#### SECTION 10. MAINTENANCE AND REPAIRS.

(a) Maintenance.

- (1) Lessee, at its own cost and expense, shall provide all necessary maintenance, including janitorial services and supplies, within the Premises.
- (2) City shall, at its sole discretion, provide maintenance, including janitorial services and supplies, for the remainder of the Veterans Memorial Auditorium, other than the Premises.

(b) Repairs.

- (1) Lessee shall keep and maintain the Premises in good and sanitary order, condition and repair, except those parts which City agrees to repair. Lessee shall repair all non-structural damage to the premises and common areas caused by the want of ordinary care or degree of greater culpability of Lessee or its agents, employees, guests or invitees. In doing so, Lessee shall comply with any maintenance or repair requirements of any statute, ordinance, rule or regulation of any governmental body, without expense to City. However, Lessee shall not be required to bring up to code any part of the Premises not code-compliant as of June 3, 2003.
- (2) Lessee shall reimburse City for its costs in repairing structural damage caused by the want of ordinary care or degree of greater culpability of Lessee or its agents, employees, guests or invitees. However, Lessee shall not be responsible for the difference in cost between restoring any such structural damage and upgrading or conforming it to building codes in effect at the time of the building's original construction.
- (3) City shall keep and maintain the heating and air-conditioning systems in good order, condition and repair.

#### SECTION 11. RIGHT OF ENTRY AND INSPECTION.

- (a) City, by its officers, agents or employees, shall have the right to enter on the Premises at all reasonable times for purposes of:
- (1) accessing portions of the Veterans Memorial Auditorium not part of the Premises;

- (2) inspecting the Premises;
- (3) observing the performance by Lessee of its obligations under this Lease;
- (4) making necessary repairs, alterations or replacements; or
- (5) doing any act which City is obligated or has the right to do under this Lease or otherwise.

(b) City, by its officers, agents or employees, shall have the right to enter on the Premises at all reasonable times to determine their adaptability for future use. Alteration to the Premises, and to the common areas, pursuant to such a determination may be made by City at any reasonable time. During the performance of any alteration, City shall comply with all Fire Department regulations concerning access to the Premises, and with all other applicable safety regulations.

(c) Without limiting the generality of the foregoing, City, by its officers, agents or employees, shall have the right, for the benefit of Lessee or others at the Veterans Memorial Auditorium, to maintain existing and future utility systems or portions thereof on the Premises. Such systems shall include, without being limited thereto:

- (1) the supply of air-conditioning, heat, hot and cold water, gas and electricity; and
- (2) lift, fire alarm, fire protection, sprinkler, sewerage, drainage, telephone and intercommunication services.

Such maintenance shall include the right to construct or install over, in, under or through the Premises new lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems.

(d) Nothing in this section shall be construed to impose upon City any obligations, nor to create any liability for failure to satisfy any obligations.

SECTION 12. WASTE, NUISANCE, UNLAWFUL USE PROHIBITED. Lessee shall:

- (a) not commit or permit any waste in or on the Premises;
- (b) at all times cooperate with City to keep and maintain the Premises and common areas in a neat, clean and orderly condition;
- (c) prevent the accumulation of, and maintain the Premises and common areas free from, any refuse or waste materials which might constitute a fire hazard or a public or private nuisance; and

- (d) not use, or permit the Premises or common areas to be used for any unlawful purpose.

**SECTION 13. QUIET ENJOYMENT.** Neither party shall do any act or thing which may or does disturb the quiet enjoyment of the occupancy of the other party, or any other tenant's occupancy, of the building on which the Premises are located. None of the uses set forth in Section 4 above shall constitute a violation of this section.

**SECTION 14. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.**

(a) Lessee, at its own cost and expense, may alter or improve the Premises as it may desire, subject to City's prior written consent. Prior to commencement of any alteration of the Premises, Lessee shall obtain at its own expense, and submit for City's approval, complete specifications, including dimensioned architectural and other necessary drawings fully describing the work proposed to be done.

(b) City, by its Parks, After School, Recreation and Community Services Department (PARCS) Director ("Director") and the Director of its Public Works Department, shall have the right to disapprove the specifications, or any part thereof, or any revision thereof, as to architectural or structural design, adequacy of the proposed improvement, quality of materials or equipment, color scheme, or any feature of the proposed improvement which, in the reasonably exercised opinion of City, will cause excessive damage to or alteration of the building or will adversely affect the appearance of the building.

(c) Lessee shall be bound by, and comply with, all applicable provisions of the Labor Code and such other Federal, State and local laws which affect the conduct of the work.

(d) Inspection of each work of improvement during construction, and final approval upon completion, shall be the responsibility of the architect acting for, and compensated for such inspection and approval by, Lessee. City shall have the right, however, to disapprove any work not completed, in its reasonably exercised opinion, in accordance with the specifications and to require compliance with the specifications.

(e) All alterations, additions and improvements made or installed on the Premises pursuant to this section, or otherwise, whether at the expense of City or Lessee, shall become a part of the realty and be the property of City from and after the date of the installation thereof on the Premises, except that trade fixtures and movable furniture and equipment placed or installed by Lessee shall be the property of Lessee.

(f) Lessee shall obtain and pay for all permits required by any governmental authority for any alteration, addition or improvement made or installed by Lessee on the Premises. Any approval or consent of City provided for in this section shall be in addition to, and separate and apart from, that required by any law or ordinance governing the issuance of any such permit.

(g) Except with the prior written approval of City, Lessee is expressly prohibited from changing the locks to any doors to any part of the Veterans Memorial Auditorium including, without limitation, the Premises.

#### SECTION 15. REPRESENTATIONS OF CITY.

(a) Prior to the execution of this Lease, both Lessee and City shall inspect the Premises to determine their present condition.

(b) Neither City, nor any agent of City, has made any representation or promise with respect to the Premises or the building in which the same are located, except as herein expressly set forth. The taking of possession of the Premises by Lessee shall be conclusive evidence, as against Lessee, that the Premises, and the building of which the same forms a part, were in good and satisfactory condition at the time such possession was taken.

SECTION 16. INDEMNIFICATION. Lessee shall indemnify, hold harmless, and defend City, its officers, officials, agents, employees and volunteers from any and all loss, liability, fines, penalties, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by City, Lessee or any other person, arising out of the active or passive negligence or willful misconduct of Lessee, or any of its agents, employees, guests or invitees, or in connection with this Lease. Lessee's obligations under the preceding sentence shall apply regardless of whether City, or any of its officers, officials, employees or agents are actively or passively negligent, but shall not apply to any loss, liability, costs or damages caused solely by the active negligence or willful misconduct of City.

#### SECTION 17. INSURANCE.

##### INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, LESSEE shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The CITY, its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "CITY") requires policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, LESSEE or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to LESSEE shall be withheld until notice is received by CITY that the required

insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve LESSEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by LESSEE shall not be deemed to release or diminish the liability of LESSEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LESSEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of LESSEE, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

#### **MINIMUM LIMITS OF INSURANCE**

LESSEE, or any party the LESSEE subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY :**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY :**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits and **EMPLOYER'S LIABILITY** with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

**UMBRELLA OR EXCESS INSURANCE**

In the event LESSEE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY and each of their officers, officials, employees, agents and volunteers.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

LESSEE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and LESSEE shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) LESSEE shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

**OTHER INSURANCE PROVISIONS/ENDORSEMENTS**



All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. LESSEE is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, LESSEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, LESSEE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Commercial General and Automobile Liability policies of insurance shall be endorsed to name CITY, its officers, officials, employees, agents and volunteers as additional insureds.

LESSEE shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

The Commercial General and Automobile Liability policies of insurance shall be endorsed so LESSEE's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. If LESSEE maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by LESSEE.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, employees, agents and volunteers.

**PROVIDING OF DOCUMENTS** - LESSEE shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, LESSEE shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of LESSEE shall also be required to provide all documents noted herein.

**SUBCONTRACTORS** - If LESSEE should subcontract all or any portion of the services to be performed under this Agreement, LESSEE shall require, at the discretion of the CITY, to enter into a separate Side Agreement in order to provide indemnification and insurance protection to CITY. LESSEE shall verify that all subcontractors maintain insurance meeting all the requirements stated herein and LESSEE shall ensure that CITY, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with LESSEE prior to the commencement of any work by the subcontractor.

#### **SECTION 18. DAMAGES TO OR DESTRUCTION OF THE PREMISES.**

(a) If the building in which the Premises are located is damaged or destroyed, City may elect to terminate this Lease.

(b) Total destruction of the building in which the Premises are located shall terminate this Lease as of the date of the casualty. Lessee shall be liable to City for all damages resulting from such destruction caused by Lessee's, its agent's, servant's or employee's want of ordinary care or degree of greater culpability.

#### **SECTION 19. DEFAULT BY LESSEE.**

(a) The failure of either party to fulfill, perform or observe any promise, covenant, condition or term of this Lease, where such failure continues for more than 30 days after written notice for correction thereof, shall constitute a material default and breach of this Lease and the non-defaulting party may terminate the Lease immediately.

(b) In the event either party terminates the Lease, the non-defaulting party may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Lease, or to recover direct, indirect, consequential or incidental damages for the breach of the Lease.

**SECTION 20. SURRENDER AND REMOVAL.** Lessee agrees to surrender to City, at the expiration of the Term of this Lease, or any extension thereof or period of holding over, or upon any sooner termination of the Term, the entire Premises and all improvements thereon, complete and in good condition and repair, reasonable use and wear thereof excepted. Lessee shall have the right to remove all personal property belonging to Lessee, including, without limitation, trade fixtures, and moveable furniture and equipment placed or installed by Lessee. Any of said personal property left on the Premises after the expiration or sooner termination of the Term of this Lease, or any extension thereof or period of holding over, shall, at City's election, become the property of City. All damage done to the Premises or any improvement thereon belonging to City, by or in the course of the removal by City of said personal property, shall be repaired by Lessee at Lessee's expense.

## SECTION 21. PAYMENTS, NOTICES AND DEMANDS.

(a) All rents and other sums payable by Lessee to City hereunder shall be delivered in person or mailed to: City of Fresno PARCS Department, 1515 E. Divisadero Street, Fresno, California 93721-1115.

(b) Any notice required or intended to be given to either party under the terms of this Lease shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by email followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Lease or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

SECTION 22. RULES AND REGULATIONS. Lessee agrees to observe, obey and abide by all rules and regulations adopted by City governing the Premises, common areas and facilities used by Lessee. This includes, but is not limited to, the regulation against smoking in City-owned buildings. In addition to the foregoing, Lessee shall observe, obey and comply with any and all applicable rules, regulations, laws, ordinances, statutes or orders of any governmental authority, including but not limited to, any and all permit requirements.

SECTION 23. ATTORNEYS' FEES. In the event any action, suit or proceeding is brought to collect any rental or other sums payable or to take possession of the Premises, or to enforce compliance with any of the covenants or conditions of this Lease, the party in whose favor final judgment is entered shall be entitled to reasonable attorneys' fees from the other party, to be fixed by the court in which judgment is entered, in addition to the ordinary costs of suit awarded to the prevailing party.

SECTION 24. NONWAIVER. Any waiver by either party of any breach of covenant or condition required herein to be performed and observed shall not be deemed or considered a continuing waiver, and shall not operate to prevent said party from declaring a default for any subsequent breach, either of the same covenant or condition, or otherwise.

SECTION 25. EXCLUSIVE VENUE. Exclusive venue in any and all actions arising under the Lease shall be and hereby is laid in Fresno County, California.

SECTION 26. TIME OF ESSENCE. Time is of the essence in this Lease.

SECTION 27. EXTENT OF AGREEMENT. This Lease represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease may be modified only by written instrument duly authorized and executed by both City and Lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

By: \_\_\_\_\_  
Parvin Neloms, Jr.,  
Director of Parks, After School,  
Recreation and Community Services

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: John Hastrop  
John Hastrop Date 2-26-18  
Deputy City Attorney

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy

CHILDREN'S MUSICAL  
THEATREWORKS OF FRESNO,  
a California non-profit corporation

By: Judy Stene  
Name: JUDY STENE

Title: EXECUTIVE DIRECTOR  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: Kimberly Rutica  
Name: Kimberly Rutica

Title: President  
(If corporation or LLC., CFO,  
Treasurer, Secretary or Assistant  
Secretary)

REVIEWED BY:  
\_\_\_\_\_

Addresses:

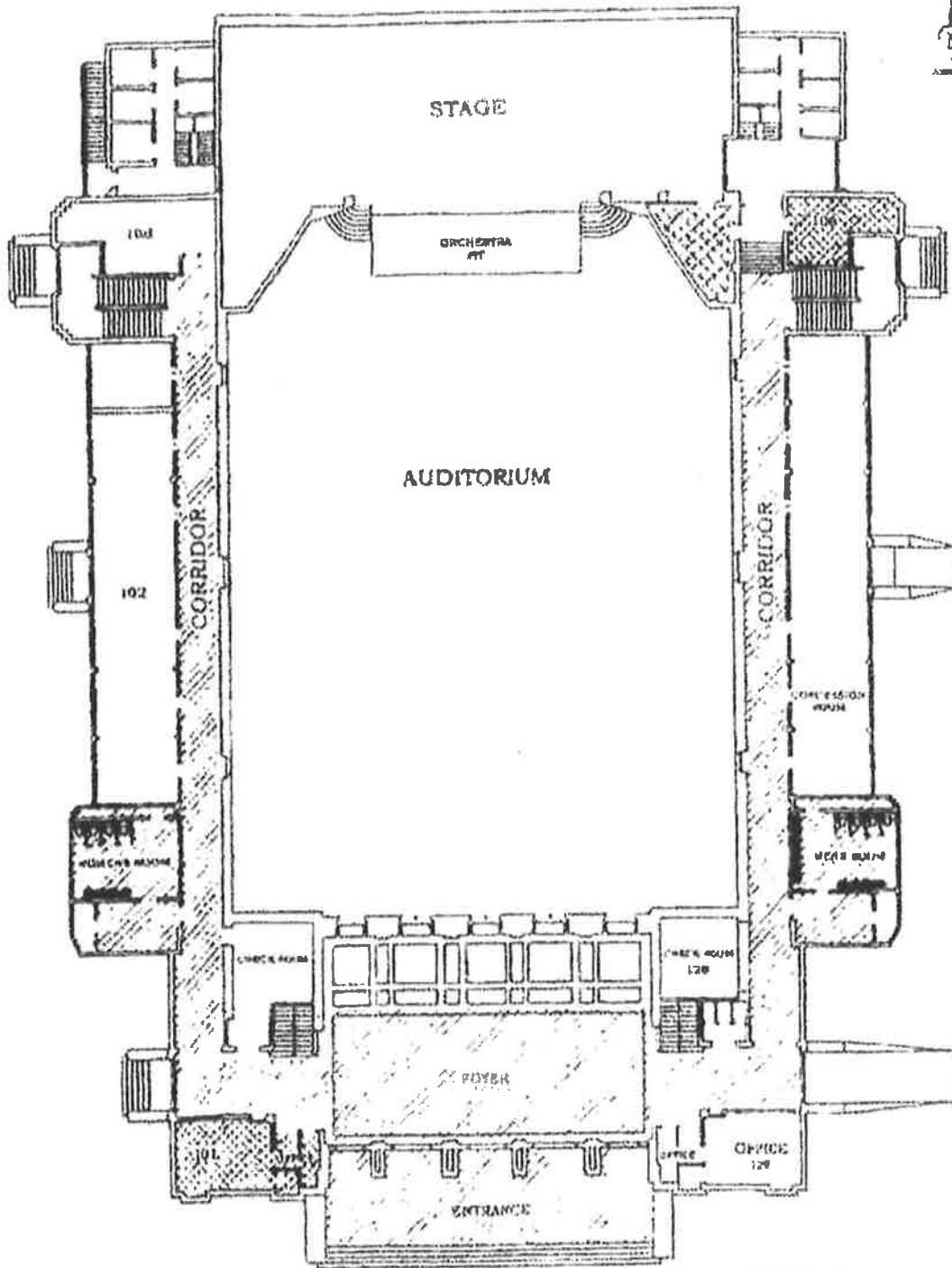
CITY:  
City of Fresno PARCS  
Attention: Contract Administrator  
1515 E. Divisadero Street  
Fresno, CA 93721-1115  
Phone: (559) 621-2900

LESSEE:  
Children's Musical Theatreworks of Fresno  
Attention: Judy Stene  
Executive Director  
2425 Fresno Street  
Fresno CA 93721  
Phone: (559) 442-3140

Attachments:

1. **Exhibit A**

# FIRST FLOOR

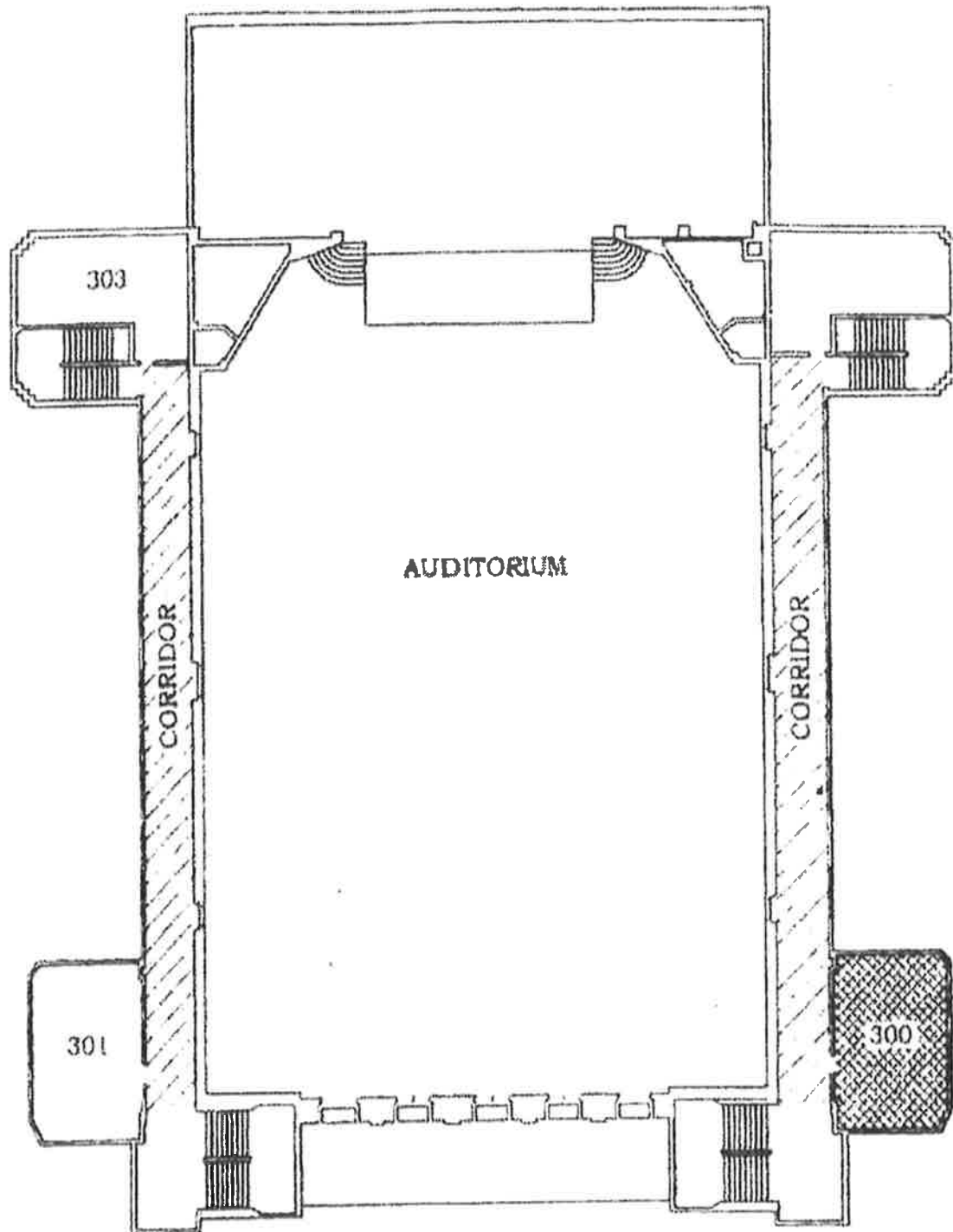


## LEGEND

- COMMON AREAS
- LEASED PREMISES

# THIRD FLOOR

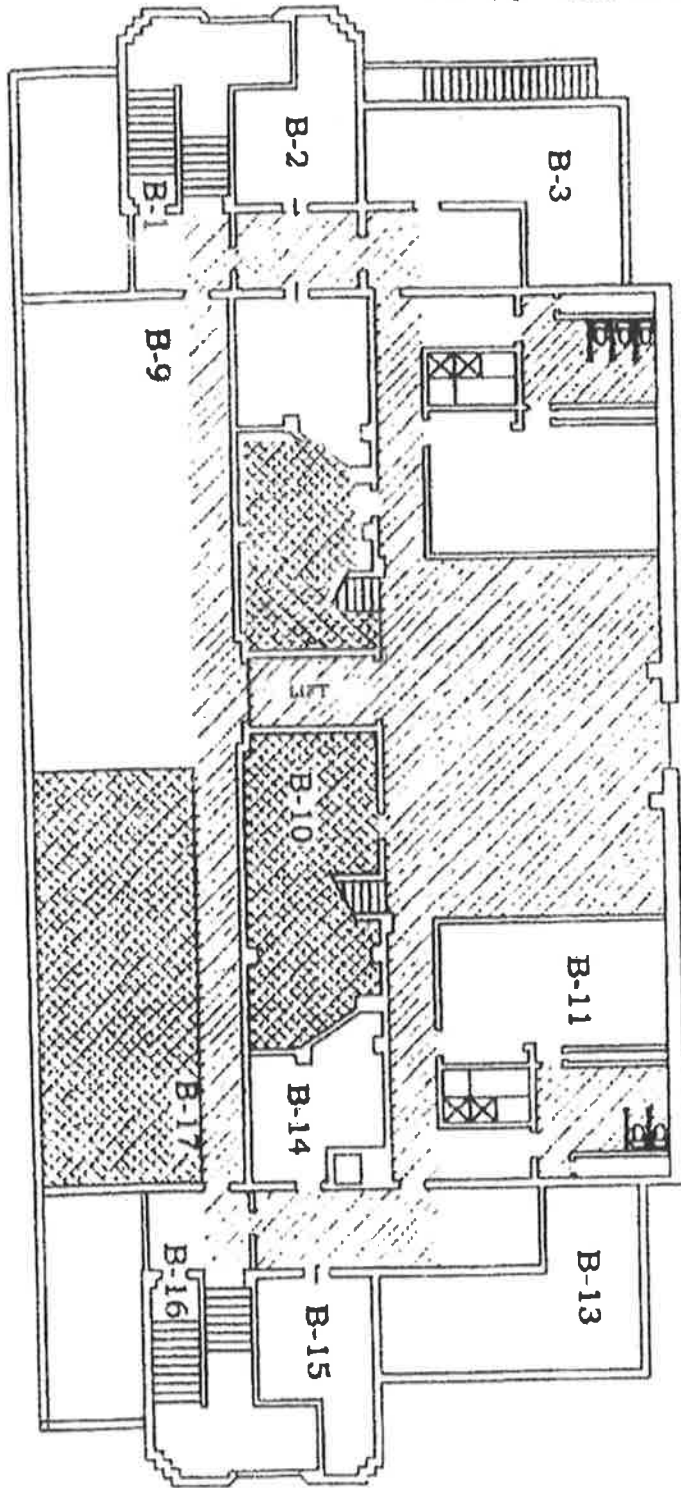
EXH



## LEGEND

-  COMMON AREAS
-  LEASED PREMISE

# BASEMENT LEVEL



## LEGEND

-  COMMON AREAS
-  LEASED PREMISE