

RESOLUTION NO. 2016-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING THE CITY MANAGER TO EXECUTE A RENTAL AGREEMENT WITH MYLES AHEAD, INC. FOR USE OF THE ACTIVITY ROOM LOCATED AT THE CALLINAN SPORTS AND FITNESS CENTER

WHEREAS, the City of Rohnert Park ("City") owns the Callinan Sports and Fitness Center ("Sports Center"), located at 5405 Snyder Lane, Rohnert Park, CA 94928; and

WHEREAS, the Activity Room, located in the Sports Center, is available for use; and

WHEREAS, the City desires to maximize the use of the Sports Center to provide beneficial programs and activities for the community; and

WHEREAS, Myles Ahead is a professional fitness organization that offers group and personalized training and coaching in Olympic weightlifting to athletes of all levels; and

WHEREAS, Myles Ahead desires to lease the Activity Room at the Sports Center for use as a venue for Myles Ahead fitness training and coaching, and the City desires to lease the Activity Room to Myles Ahead; and

WHEREAS, the Rental Agreement will be for a period of five (5) years with an option to renew for an additional three (3) years; and

WHEREAS, Myles Ahead will pay the City a monthly base rent of six hundred dollars (\$600); and

WHEREAS, Myles Ahead will pay the City fifteen percent (15%) of the gross receipts received from fitness classes and coaching; and

WHEREAS, Myles Ahead will require its members to become members of the Sports Center; and

WHEREAS, Myles Ahead will install appropriate flooring, purchase fitness equipment, and clean, maintain and replace this equipment at the sole expense of Myles Ahead; and

WHEREAS, Myles Ahead will make the Activity Room and Olympic weightlifting fitness equipment available when it is not in use for Myles Ahead activities; and

WHEREAS, Myles Ahead will provide instruction on the safe use of equipment in the Activity Room to all interested members of the Sports Center and shall take all actions reasonably necessary to prevent any member from using said equipment without having first received such instruction; and


WHEREAS, the City Council has determined that the Rental Agreement would be beneficial to the City by providing expanded fitness class variety to Sports Center members, increased revenue to the Sports Center, and full utilization of the Activity Room.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the Rental Agreement by and between Myles Ahead, Inc., a corporation, and the City of Rohnert Park, a municipal corporation, for the Activity Room at the City-owned Sports Center located at 5405 Snyder Lane in substantially similar form as provided for in "Exhibit A," attached hereto and incorporated by this reference, subject to minor modifications as approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute all documents pertaining to the Rental Agreement for and on behalf of the City of Rohnert Park and to take all action necessary or reasonably required to carry out, give effect to, and/or consummate the transactions contemplated by this Resolution.

DULY AND REGULARLY ADOPTED this 13th day of September, 2016.

CITY OF ROHNERT PARK



Gina Belforte, Mayor

ATTEST:



Carol Adams
City Clerk, Deputy

Attachment: Exhibit A

AHANOTU: Aye CALLINAN: Absent STAFFORD: Aye MACKENZIE: Aye BELFORTE: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

**RENTAL AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND MYLES
AHEAD FITNESS, INC. FOR THE USE OF THE ACTIVITY ROOM AT THE
CALLINAN SPORTS AND FITNESS CENTER**

This rental agreement ("Agreement") is made and entered into as of this ____ day of September, 2016, by and between the City of Rohnert Park, a municipal corporation ("City"), and Myles Ahead Fitness, Inc., a corporation, ("Myles Ahead") (collectively, "Parties").

I. GENERAL RECITALS

- A. The City owns the Callinan Sports and Fitness Center ("Sports Center" or "Premises"), located at 5405 Snyder Lane, Rohnert Park, CA 94928, which is available for use by residents and members. The Activity Room is an approximately 1500 square foot fitness room located within the Sports Center, which is more particularly described in Exhibit A, attached hereto ("Activity Room").
- B. Myles Ahead is a professional fitness organization that offers group and personalized training and coaching in Olympic Weightlifting to athletes of all levels.
- C. Myles Ahead desires to rent the Activity Room at the Sports Center from the City and the City desires to rent the Activity Room at the Sports Center for use as a venue for Myles Ahead fitness training and coaching, conditioned upon the terms herein.
- D. The City desires to maximize the use of the Sports Center to provide beneficial programs and activities for the community.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Myles Ahead hereby agree as follows:

II. CITY'S CONDITIONS.

The City hereby agrees to rent the Activity Center as follows:

- 1. **Term.** The City shall allow Myles Ahead non-exclusive access to the Activity Room in the Sports Center for five (5) years following the execution of this Agreement, with an option to renew for an additional three (3) years, subject to the terms and conditions contained herein.
- 2. **Access.** The City shall allow Myles Ahead access to the Sports Center and Activity Room as follows:
 - A. **Facilities and Use.** During the Sports Center's hours of operation, City shall allow Myles Ahead access to the following facilities and uses:
 - 1. Use of the Activity Room for fitness training and coaching at those times permitted under this Agreement;

2. Use of the Sports Center's parking facilities, locker rooms, restrooms, and the outdoor area adjacent to the Activity Room by Myles Ahead members and staff at those times and in conjunction with fitness training and coaching programs.
3. Storage of necessary fitness equipment in the Activity Room to carry out Myles Ahead's training and coaching programs. The City shall not be liable for any damage to or loss of equipment stored in the Activity Room or for any injuries resulting from the use and/or storage of Myles Ahead's equipment.

B. **Timing.** The City shall give Myles Ahead access to the Activity Room at the times specified below. Publicity. The City may publicize the availability of the Myles Ahead fitness program at the Activity Room consistent with other publicity provided for programs available at the Sports Center.

3. **Maintenance.** Except as otherwise provided for in this Agreement, the City shall be responsible for providing janitorial service and maintenance for the Activity Room, locker rooms, and restrooms.
4. **Other Users.** The City shall manage the use of the Activity Room during times it is not in use by Myles Ahead.
5. **City Programming.** The City shall not offer any competing Olympic weightlifting programs at the Sports Center, with the exception of personal training.

III. MYLES AHEAD'S CONDITIONS.

Myles Ahead hereby agrees to rent the Activity Center on the following conditions:

1. Instruction and Instructors.

- A. Myles Ahead hereby certifies that the instructors or representatives of Myles Ahead who will be providing the fitness training and coaching are qualified to do so and qualified to perform the services described herein and in the program. Myles Ahead warrants that it will continuously furnish the necessary personnel to provide the programs contemplated by this Agreement. Myles Ahead shall provide the City with the names and contact information of all representatives who will be providing services pursuant to this Agreement. All representatives must demonstrate compliance with applicable safety measures such as undergoing background checks and fingerprint analysis and providing proof of legal right to work in the United States.
- B. Myles Ahead shall be responsible for all program curriculum development and all training, supervising, evaluating, scheduling and any other requirements by law for itself and its representatives. Myles Ahead shall determine the minimum and maximum number of participants required for each program to ensure the quality

and safety of its participants. Myles Ahead shall provide instruction on the safe use of equipment in the Activity Room to all interested members of the Sports Center and shall take all actions reasonably necessary to prevent any member from using said equipment without having first received such instruction.

- C. Myles Ahead shall cooperate fully with all reasonable requests from City staff and maintain the highest degree of participant safety possible. Myles Ahead shall immediately report to the City any injuries as a result of participation in Myles Ahead programs. Myles Ahead shall ensure that any music, sound system, or other noise associated with Myles Ahead's fitness programming is kept at levels that will not interfere with other classes or create a public disturbance/nuisance.

2. Facilities and Use.

- A. During the Sport Center's hours of operation, Myles Ahead shall use the Sport Center and Activity Center solely and exclusively for purposes and in the manner consistent with the conditions of this Agreement.
- B. Myles Ahead shall at all times exercise due care and consideration in accessing and using the facilities and provide the services in the manner and according to the standards observed by a competent practitioner of the profession in which Myles Ahead is engaged in.
- C. Myles Ahead agrees to accept the Premises and the Activity Center in its "AS-IS" condition "WITH ALL FAULTS." The City assumes no responsibility for loss or damage to the property of the Myles Ahead.
- D. Myles Ahead agrees to comply with all applicable City policies and procedures relating to the use and operation of the Premises, as may be amended from time to time.
- E. Myles Ahead shall require all members of Myles Ahead to purchase memberships to the Sports Center.

3. Scheduling.

- A. Myles Ahead shall provide the City with a quarterly schedule of the use of the Activity Room by Myles Ahead. This schedule shall be delivered to the City by the fifteenth (15th) of the month preceding the first month of the quarterly schedule (i.e. schedule for October – December would be due September 15th). Myles Ahead shall have access to the Activity Room during the scheduled times, which shall start and end promptly as specified. Set-up and clean-up must be performed within the time period(s) indicated.
- B. Myles Ahead shall have first priority to access the Activity Room at other times, provided that Myles Ahead gives the City at least forty eight (48) hours advanced notice of the time and date of such use and there is no scheduling conflict, as

determined by the City in its sole and exclusive discretion.

- C. For those times Myles Ahead has not provided 48 hours advanced notice, the City shall have first consideration for the use of the Activity Room, and Myles Ahead shall not engage in activities that affect the City's access to the Activity Room at those times.
- D. If Myles Ahead determines it will be unable to use the Activity Room during the scheduled date/time for any reason, Myles Ahead agrees to give immediate notice of such determination to facilitate alternative uses by the City.

4. Supplies/Equipment.

- A. Myles Ahead shall be responsible for providing all supplies, equipment, personnel, materials and publicity desired for the programming at Myles Ahead's sole expense.
- B. With the permission of the City and approval, Myles Ahead may make improvements to the Activity Room, including but not limited to, installing appropriate flooring and equipment for fitness training and coaching at the sole expense of Myles Ahead. Any fixtures installed in the Activity Room shall become the property of the City at the termination of this Agreement. Any fitness equipment purchased by Myles Ahead shall be the property of Myles Ahead and shall remain the property of Myles Ahead at the termination of this Agreement.
- C. Myles Ahead shall maintain and replace equipment at the sole expense of Myles Ahead in order to ensure the safety of Myles Ahead class and coaching participants and other members of the Sports Center.

5. Maintenance. Myles Ahead shall maintain the Premises and Activity Center and conduct its classes and coaching in a manner satisfactory to the City which includes, but is not limited to:

- A. Tidying the Activity Room after use;
- B. Maintaining and storing fitness equipment in a safe and responsible manner;
- C. Cleaning fitness equipment for proper sanitation;
- D. Making the Activity Room available to properly trained Sports Center members when not in use by Myles Ahead. Access to the Activity Room may be restricted by use of a key pad or other means, in which case, Myles Ahead shall take all actions reasonably necessary to ensure access to the Activity Center is restricted to only those members who are properly trained to use the equipment;
- E. Not altering, adding, or improving the Premises in any way without the prior written consent of the City Manager;

- F. Not subletting the Activity Room without prior written consent of the City Manager.

Without limiting the generality of the foregoing, Myles Ahead shall:

- G. Reimburse City for the cost of repairing or replacing any breakage, damage, or loss of the City's property, regardless of whether or not such loss is caused by a person or persons who officially belong to Myles Ahead's group or organization. Cost shall be established by the City and shall be paid by Myles Ahead within ten (10) days following City's demand therefor.
 - H. Observe the ordinary rules of cleanliness and shall not leave any portion of the Activity Center or the Premises littered with paper or trash. If litter or garbage is left in the Activity Center or Premises or is otherwise left in an unsanitary condition, Myles Ahead will be invoiced for paying all costs necessary to clean the facilities and Myles Ahead will promptly pay any such invoices within ten (10) days following City's demand therefor.
 - I. Comply with all security procedures after use (turn off lights, lock doors, etc.) and parking arrangements. Myles Ahead assumes responsibility for any loss arising from or related to failure to meet such obligations.
6. **Consideration.** In consideration of the rights and privileges granted to Myles Ahead by City, Myles Ahead shall pay the City a base rent of six hundred dollars (\$600) per month and percentage rent of fifteen percent (15%) of the gross monthly receipts received from Myles Ahead fitness classes and coaching.
- A. The base rent payment will be due and payable in advance on the first (1st) day of each calendar month during the Term.
 - B. Monthly installments of base rent for any fractional calendar month at the beginning or end of the Term shall be prorated based on the number of days in such month.
 - C. The percentage rent payment will be due and payable in full on the fifteenth (15th) of January, April, July, and October, for the previous quarter (i.e. Rent for July - September will be due October 15th).
 - D. The percentage rent payment shall be accompanied by a general ledger report listing the monthly gross receipts from classes and coaching and a calculation of the rent based on fifteen percent (15%) of the gross receipts.
 - E. Any unpaid base or percentage rent payment will be considered delinquent if not paid by this date and shall be subject to the late payment charges under this Agreement.
 - F. A security deposit in the amount of two-thousand dollars (\$2,000.00) will be due

and payable to the City upon execution of this agreement. The deposit will be retained by the City for the term of the agreement and may be applied to any unpaid rent or used to make any necessary repairs to damage deemed caused by Myles Ahead.

G. Payments shall be submitted to:

City of Rohnert Park
Finance Department
130 Avram Avenue
Rohnert Park, CA 94928

Any rental payments or other amounts which are not paid by Myles Ahead when due shall incur equal to ten percent (10%) of the overdue amount as a late charge for each month or partial month that such amount remains unpaid. The Parties acknowledge that this late charge represents a fair and reasonable estimate of the costs that City will incur by reason of the late payment by Myles Ahead. City's acceptance of any late payment and/or late charge therefore shall not be deemed to prevent City from exercising any of the other rights and remedies available to City for any other event of default under this Agreement.

H. Myles Ahead shall pay the City rent for additional space for special events per the current approved Recreation Program and Facility Fee Schedule.

7. **Indemnification.** Myles Ahead shall protect, defend, indemnify, and hold harmless the City and City's officers, officials, employees and agents, at Myles Ahead's sole expense and with counsel reasonably acceptable to the City, from and against all claims, (including demands, losses, actions, causes of action, damages, liabilities, expenses, changes, assessments, fines or penalties of any kind, and costs including consultant and expert fees, court costs and attorney's fees) from any cause, arising out of or relating (directly or indirectly) to this Agreement, including without limitation:

- A. The use or occupancy, or manner of use or occupancy, of the Sports Center by Myles Ahead;
- B. Any act, error, omission, or negligence of Myles Ahead or of any subtenant, invitee, guest, contractor or licensee of Myles Ahead or any subtenant in, on or about the Premises;
- C. Myles Ahead's conducting of its business;
- D. Any alterations, activities, work, or things done, omitted, permitted, allowed, or suffered by Myles Ahead in, at, or about the Sports Center, including the violation of or failure to comply with any applicable laws, statutes, ordinances, standards, rules, regulations, orders, decrees, or judgments in existence on the Agreement commencement date or enacted, promulgated, or issued after the date of this Agreement; and

- E. Any breach or default in performance of any obligation on Myles Ahead's part to be performed under this Agreement, whether before or during the Agreement Term or after its expiration or earlier termination.
- F. This indemnification extends to and includes, without limitation, claims for:
 - i. Injury to any persons (including death at any time resulting from that injury);
 - ii. Loss of, injury or damage to, or destruction of property (including loss of use at any time resulting from that loss, injury, damage, or destruction); and
 - iii. All economic losses and consequential or resulting damage of any kind.

Myles Ahead's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all claims against the City involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

Myles Ahead's indemnification obligation hereunder shall not be excused because of the Myles Ahead's inability to evaluate liability, or because the Myles Ahead evaluates liability and determines that the Myles Ahead is not or may not be liable. Myles Ahead must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing. Myles Ahead agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation incurred by the City in responding to matters prior to Myles Ahead's acceptance of the tender.

8. **Insurance.** Maintain insurance coverage at all times during the term of this Agreement as follows:

- A. Liability Insurance: Comprehensive general liability insurance with the following minimum limits:

- \$2,000,000 per occurrence
 - \$4,000,000 annual aggregate
 - \$4,000,000 umbrella coverage

Myles Ahead shall name the City's officers, officials, employees and agents, while acting in that capacity, as additional insureds. The umbrella policies must be at least as broad as the Parties' liability coverage. Myles Ahead's insurance shall be primary as to liability arising from its use of the City's facilities. Myles Ahead shall provide the City with written proof of such coverage upon execution of this Agreement, and shall further provide the other party with thirty (30) days written notice of a material change to or cancellation of such coverage.

Myles Ahead shall provide certificates of insurance confirming the above coverage and City's additional insured status at least five (5) days prior to the date of event.

Myles Ahead waives any and all rights of recovery against City for loss of, or damage to, damage or liability insured against and under any Myles Ahead insurance policy in force at the time of such loss or damage. Myles Ahead shall, upon obtaining the policies of insurance required hereunder, notify the insurance carriers that the foregoing waiver of subrogation is contained in this Agreement.

- B. Workers Compensation Insurance: Myles Ahead shall maintain Workers Compensation Insurance for its employees as required by State law.

IV. MUTUAL AGREEMENTS.

The parties mutually agree as follows:

1. Termination Without Cause - Either party may terminate this Agreement by submitting to the other party written notice ninety (90) days prior to the termination date. In the case of the termination of this Agreement, Myles Ahead shall be liable for any portion of the Agreement until the date of termination.
2. Termination For Cause - Failure of Myles Ahead to abide by any of the provisions of this Agreement will be grounds for immediate cancellation and forfeiture of all moneys paid to date. Myles Ahead shall remain liable for any payments described in Section III, incurred prior to cancellation.
3. Renewal – Sixty (60) days prior to the expiration of the rental term, the Parties shall meet to reevaluate the terms of this Agreement. If both Parties agree in writing, this Agreement shall be renewed on the same terms for an additional three years.
4. Return of Possession. Myles Ahead shall remove all of Myles Ahead's equipment brought into the Activity Center and/or Activity Center upon the termination of this Agreement and return possession of the Activity Center to the City broom swept clean and otherwise in the condition the Activity Center was in at the time the rental began. If Myles Ahead fails to return the Activity Center to its pre-rental condition, Myles Ahead shall be responsible to the City for all costs associated with returning the Activity Center to its pre-rental condition.

V. GENERAL PROVISIONS

1. Time - Time is of the essence of each provision of this Agreement.
2. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City:

City Manager
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
Phone: (707) 588-2243
Fax: (707) 794-9248
Email: admin@rpcity.org

If to Myles Ahead:

Freddie Myles
7295 Calcutta Court
Rohnert Park, Ca 94928
Phone: (707) 775-9436
Email: Freddie.myles@gmail.com

3. Compliance with Laws; Liens. Myles Ahead shall at all times comply with, and shall pay all costs and expenses which may be incurred or required to be paid in order to comply with, any and all permitting requirements, and all applicable State, Federal and local laws, statutes, ordinances, rules and regulations which apply to the operation and use of the Activity Center. Capacity of building is set by California laws and shall not be exceeded. Myles Ahead shall not permit or suffer any mechanic's lien to be filed against the Activity Center or the Premises or any portion thereof, and shall immediately discharge any such lien and shall protect, indemnify, defend and hold City harmless in connection therewith.
4. Equal Employment Opportunity. Myles Ahead is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Myles Ahead will not discriminate against any employee or applicant for employment because of race, religion, age, sex, creed, color, sexual orientation, marital status or national origin. Myles Ahead will take affirmative action to ensure that applicants are treated during such employment without regard to race, religion, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Myles Ahead further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
5. Inspection and Audit – City shall be entitled, at City's option, at any time and from time to time during the Term, to inspect, examine, copy and audit Myles Ahead's books, records and cash receipts as related to Gross Receipts. The purpose of such examination is to enable City to ascertain, clearly and accurately, Myles Ahead's Gross Receipts and to verify that the form and method of Myles Ahead's record keeping provide adequate and proper control and check of all such revenues. Myles Ahead shall cooperate fully with City and City's Agents in making the examination. City shall also be entitled at City's option, once during each Rental Agreement year and once after the Expiration

Date or other termination of this Rental Agreement, to cause an independent audit of such records to be performed by a certified public accountant designated and paid for by City. The audit shall be conducted during usual business hours at the Site. If the audit shows that there is a deficiency in the payment of any Percentage Rent, then Myles Ahead's shall immediately upon notice pay the deficiency to City, together with a penalty as described above in the late payment section, which shall accrue from the date on which such deficient amount would have been due until such deficiency is paid.

6. Possessory Interest Taxes. This Rental Agreement may create a possessory property interest in Myles Ahead. Tenant acknowledges and agrees that Myles Ahead's rental and/or other property interests may be subject to property taxation, and Tenant to the payment of property taxes levied on the interest. Such taxes shall be paid by City during term of this Rental Agreement.
7. No Employment. Myles Ahead expressly acknowledges that none of its agents or representatives shall be considered an agent or employee of City. Myles Ahead shall have responsibility for and control over the details and means of providing the programming contemplated under this Agreement. Myles Ahead shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Myles Ahead hereby expressly waives any claim it may have to any such rights. Myles Ahead, its agents and representatives shall not have any power to bind or commit the City to any decision. Myles Ahead agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.
8. Compliance with all laws. Myles Ahead shall, at its own cost, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.
9. Business License. Myles Ahead shall obtain a business license prior to conducting business in the City and pay the required business license fee.
10. Waiver. A waiver by City of any term, covenant, or condition in the Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.
11. Attorney's Fees. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.
12. Severability - The Parties intend this Agreement to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If an arbitrator or a court of competent jurisdiction holds any provision hereof to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining

clauses, or portions of them, shall not be affected unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

13. Governing Law; Venue; Construction - This Agreement shall be construed according to the laws of the State of California without regard to principles of conflict of laws. Any action or proceeding that relates to, or arises from, this Agreement shall be brought in a state court of competent jurisdiction located in Sonoma County. The captions used for the Sections and Articles of this Agreement have been inserted for convenience only and shall not be used to alter or interpret the content of this Agreement. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of authorship of the Agreement or any other rule of construction which might otherwise apply.
14. Entire Agreement; Amendments - This Agreement and Attachment A attached hereto and incorporated herein by this reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the City and Myles Ahead pertaining to the lease of the Senior Center and supersedes all prior and contemporaneous understandings or agreements of the Parties. This Agreement may not be amended or modified except in a writing signed by both Parties.
15. Counterparts - This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by any other party. This Agreement shall take effect when signed by all Parties.

NOW, THEREFORE, BE IT RESOLVED, that the City and Myles Ahead executed this Rental Agreement as of the date first written above.

**CITY OF ROHNERT PARK, a California Myles Ahead Fitness, Inc., a corporation
municipal corporation**

By: _____
Darrin Jenkins, City Manager

By: _____
Freddie Myles
7295 Calcutta Court
Rohnert Park, Ca 94928

Date: _____

Title: _____

Date: _____

Per Resolution No. 2016-_____ adopted by the Rohnert
Park City Council at its meeting of September_____,
2016.

ATTEST:

Caitlin Saldana, Deputy City Clerk

Exhibit A to Rental Agreement

