

LEASE  
BY AND BETWEEN THE **OXNARD HARBOR DISTRICT** AND  
**INSERT NAME OF COMPANY**

This lease is executed this \_\_\_\_ day of \_\_\_\_, 2009, by and between the Oxnard Harbor District (Landlord), Post Office Box 608, Port Hueneme, California, and Insert Name of Company (Tenant), whose address is \_\_\_\_\_. This lease consists of Paragraphs A through K and the Basic Lease Terms, Paragraphs 1 through 38 attached hereto and incorporated herein by reference.

THE PARTIES AGREE THAT

A. Leased Premises. The leased premises as shown on Exhibit A, B and C consist of (check as appropriate):

- Building space consists of \_\_\_\_\_ square feet.
- Office space consists of \_\_\_\_\_ square feet.
- Improved land area (paved) consisting of \_\_\_\_ square feet.

B. Rental. The monthly rental is (check as appropriate):

Building Space @ \$.80/Sq. Ft.	\$ _____
Office Space @ \$1.02/Sq. Ft.	\$ _____
Improved Land @ \$.17/Sq. Ft.	\$ _____

Total monthly rental: \$ \_\_\_\_\_

The monthly rental is subject to adjustments as provided for in Paragraph 4.

C. Use. \_\_\_\_\_.

**NO STORAGE OF HAZARDOUS WASTES.**

D. Security Deposit. N/A

E. Term.

The provisions of Paragraph 4 (Adjusted Monthly Rental Rates) and 6a apply to month-to-month tenancy which take effect \_\_\_\_\_.

F. Tenant's Insurance. Tenant shall furnish public liability and property damage insurance pursuant to Paragraph 11 with the following limits: \$5,000,000 per person and \$5,000,000 per occurrence public liability and \$5,000,000 property damage.

G. Utilities. Tenant shall pay \$1,000.00 for utilities directly to Oxnard Harbor District.

H. Guarantors. **NONE**

I. Authorized Representatives. Each of the persons whose signature is subscribed hereto warrants that he or she has the proper authority to execute this lease on behalf of Landlord or Tenant as appropriate.

J. Additional Provisions. As provided in Paragraph 38, the following paragraphs have been added to this Lease:

K. Signatures.

**LANDLORD  
OXNARD HARBOR DISTRICT**

By: \_\_\_\_\_  
Executive Director

**TENANT**

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

SAMPLE

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BASIC LEASE TERMS

1. Leased Premises. Landlord hereby leases to Tenant and Tenant hires from Landlord on the terms, conditions and covenants hereinafter set forth the premises of the Oxnard Harbor District listed in Paragraph A and outlined or described Exhibit A attached hereto and incorporated herein by reference.

2. Use. Tenant shall use the leased premises only for the purpose specified in Paragraph C and shall not use the premises for any other purpose without prior written consent of Landlord thereto.

3. Term. The term of this lease shall be as set forth in Paragraph E unless terminated pursuant to paragraph 6. The provisions of paragraph 6.a do not apply to a tenancy for one year or more unless otherwise provided in paragraph 35, Additions or Modifications to Lease.

4. Rent. Tenant shall pay Landlord in advance a monthly rental during the term hereof in the total amount determined at the rates specified in Paragraph B for the area leased. All rental is payable in advance on the first day of each month. If the term of this lease commences on a day other than the first day of the month, rent for the first month of the term shall be pro-rated.

Each of the monthly rental rates, and the monthly rent payable by application of these rates, as set forth in Paragraph B shall be adjusted each year on July 1 for changes in the Consumer Price Index during the preceding calendar year by application of the following formula:

$$\text{Adjusted Monthly Rental Rate} = \text{Rent specified in Paragraph B} \times \frac{\text{CPI for May of Year of Adjustment}}{\text{CPI for May next preceding the commencement of this Lease}}$$

The term "Consumer Price Index" means the Consumer Price Index, U.S. Department of Labor, Bureau of Labor Statistics, All Urban Consumers (1982-1984=100) for the Los Angeles-Riverside-Orange Co. California area, all items. In the event the Consumer Price Index referred to above ceases to be published during the term of this Lease or any revised or substituted index ceases to be comparable to the Consumer Price Index as defined above, then the most reasonably comparable figures available shall be substituted therefore in determining increases or decreases in rent.

The May CPI figure shall be used since it will be the latest published CPI figure as of July 1 of any year.

5. Security Deposit. Tenant shall, immediately following execution of this Lease, deposit with Landlord the sum set forth in Paragraph D. This sum shall be held by Landlord as security for the faithful performance of Tenant of all terms, covenants and conditions of this Lease. If, at any time during the term of this Lease, any rent or other sum payable by Tenant to Landlord shall be overdue and unpaid, Landlord may, at Landlord's option, apply any portion of this security deposit to the payment of any overdue rent or other sums due and payable to Landlord by Tenant hereunder, and Tenant shall, on written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to the original sum. Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this agreement.

6. Termination.

a. Thirty Days' Notice. Either Landlord or Tenant may terminate this Lease upon not less than thirty (30) days' written notice to the other served in the manner prescribed by paragraph 8 of this Lease. This Lease shall terminate on the date specified in the notice of termination or 30 days after service of such notice, whichever is later.

b. Failure to Use Premises. If at any time during the term of this Lease gainful use is not made of the premises by Tenant for a period of thirty (30) days, Landlord may terminate this Lease by service of a written notice to Tenant specifying termination in accordance with this paragraph. Said notice shall be served in the manner prescribed by paragraph 8 of this Lease.

It is the District's primary policy to lease land because the use of the land by the Tenant will generate dockage and wharfage revenue to the District in addition to land rental. Accordingly, if a Tenant's use of the land does not produce such dockage and wharfage revenues, for purposes of this Lease, Tenant shall not be making "gainful use" of the premises and District may terminate the Lease.

c. Insolvency, Receivership or Bankruptcy. It shall constitute a breach of this Lease and Landlord, at its option and upon giving written notice of termination to Tenant, may terminate this Lease if any of the following events occur:

- (1) The appointment of a receiver to take possession of all or substantially all of the assets of Tenant;
- (2) A general assignment for the benefit of creditors by Tenant;
- (3) The filing of a petition in bankruptcy by or against Tenant and the Lease is not assumed with approval of the Bankruptcy Court within the time prescribed by the Bankruptcy Code;
- (4) Any other action taken or suffered by Tenant because of insolvency.

This Lease shall terminate on the date said written notice of termination is served on Tenant the manner provided by paragraph 8 of this Lease.

d. Harbor Expansion or Improvements. Landlord, at its option, may terminate this Lease as to the leased premises (or any portion thereof) in the event Landlord, in its discretion, requires the leased premises in order to implement any harbor expansion or improvement program undertaken by Landlord. This Lease shall terminate on the date specified in a notice of termination served on Tenant by Landlord in the manner provided by Paragraph 8 of this Lease. Said notice shall be served not less than thirty (30) days prior to the termination date. If Landlord terminates this Lease as to a portion only of the leased premises and Tenant, in its sole opinion, believes that an insufficient portion of the leased premises remains for use by Tenant for the purpose specified in this Lease, Tenant may terminate this Lease as to the remaining portion of the leased premises by serving on Landlord, during the notice of termination period, a written notice of Tenant's election to terminate this Lease as to all the leased premises.

If Landlord exercises its option to terminate granted by this subparagraph d, Landlord will in good faith endeavor to relocate Tenant on other premises of Landlord for the duration of the term (including any extended term) of this Lease.

7. Utilities. Landlord is not obligated to furnish utilities or services to the premises rented herein. Tenant shall pay for all utilities and services supplied to said premises including all installation and connection charges. If utilities or services are furnished by Landlord for use of Tenant, Tenant shall on demand reimburse Landlord for the cost thereof attributable to Tenant.

Tenant shall provide, or obtain, a refuse collection service for the leased premises at Tenant's sole cost and expense.

Tenant shall provide janitorial service to the leased premises at Tenant's cost and expense if Tenant desires such services.

8. Notice. All notices required herein shall be served by personal service or by registered or certified mail. Notices by mail shall be addressed as follows:

a. Notice to be served on Landlord shall be sent to Landlord addressed to Post Office Box 608, Port Hueneme, California 93044.

b. Notice to be served on Tenant shall be sent to Tenant addressed to Tenant at the address shown in the introductory paragraph to this Lease.

The date of service of any notice shall be deemed to be 24 hours after the date such notice is deposited in the United States mail.

9. Alcoholic Beverages. Use of liquor or other alcoholic beverages by Tenant or anyone under its control on the leased premises is prohibited.

10. Indemnification. Tenant shall save and hold harmless, indemnify and defend Landlord, its commissioners, officers, agents and employees from any liability arising or alleged to arise, on account of death or injury to any person or loss or damage to property occurring on the leased premises or the activities of Tenant or resulting from the use of the premises leased by Tenant under this Lease. The preceding provisions shall not be construed to relieve Landlord from any liability Landlord may have to Tenant, or third persons, by reason of the California Tort Claims Act.

11. Insurance.

a. Public Liability Insurance. Tenant will carry and maintain in full force during the term of this lease an insurance policy for public liability and property damage in an amount not less than the amount set forth in Paragraph F insuring any liability arising, or alleged to arise, on account of the death or injury to any person, or loss or damage to property occurring on the leased premises, or as a result of the activities of tenant on or off the leased premises, or resulting from the use of the premises by tenant under this lease, or resulting from the negligence or intentional acts of tenant, its employees, agents, or contractors. Landlord, its Board of Harbor Commissioners, its officers, agents and employees shall be named as additional insured in such policy. Tenant will furnish to Landlord a certificate of insurance, duplicate policy, or other evidence satisfactory to Landlord that Tenant has obtained the public liability insurance required by this paragraph. The policy shall also provide for at least twenty (20) days' written notice by the insurer to Landlord prior to the cancellation thereof. If such insurance is to be cancelled, Tenant shall promptly notify Landlord of such proposed cancellation. All insurance obtained by Tenant pursuant to this paragraph shall be with a company licensed by the Insurance Commissioner of the State of California to do business within the State of California and shall have financial and policy holder ratings satisfactory to Landlord. The public liability and property damage insurance policies obtained by Tenant pursuant to this paragraph shall be primary policies and any public liability and property damage insurance carried by Landlord shall be excess and noncontributing.

b. Fire and Casualty Insurance. Except for fixtures, trade fixtures, or personal property installed or placed thereon by Tenant, fire and extended coverage casualty insurance on the leased premises shall be the sole responsibility of Landlord. However, no use except that which is expressly provided in this Lease shall be made of the leased premises nor acts done which will increase the existing rate of fire or extended coverage insurance on the leased premises or any part thereof, nor shall Tenant sell or permit to be kept, used or sold in and about said premises any article which is prohibited by the standard form of fire insurance policy. Tenant shall, at Tenant's sole cost and expense, comply with any and all requirements pertaining to the leased premises of the insurance company providing the fire insurance with a standard extended coverage casualty endorsement covering the leased premises.

Fire and extended coverage casualty insurance on fixtures, trade fixtures or personal property installed or placed on the leased premises by Tenant shall be the sole responsibility of Tenant at Tenant's sole cost and expense.

12. Taxes. Tenant will pay, before the same become delinquent, all taxes assessed upon the leased premises, appurtenances or improvements thereto or upon any interest of Tenant therein.

13. Installations, Alterations and Improvements. Tenant shall not make any alterations, additions, improvements or changes to the leased premises without the prior written approval of Landlord thereto. All fixtures installed on the leased premises (including trade fixtures) shall immediately become a part of the realty and belong to Landlord and shall not be removed therefrom by Tenant without the prior written consent of Landlord to such removal.

Tenant may, at Tenant's own cost and expense, install or place such furniture, equipment and machinery or other personal property in or upon the leased premises as may be necessary for Tenant's use of the leased premises for the purpose for which they are leased. Tenant shall have the right to remove any furniture, equipment and machinery, or other personal property (other than fixtures or trade fixtures) installed or placed in or upon the leased premises at Tenant's own expense at any time prior to the expiration or termination of this Lease. In the event of termination of this Lease on less than thirty (30) days' notice as provided in this Lease, Tenant shall have a reasonable time not to exceed thirty (30) days from the date of service of the notice of termination to make such removal. All personal property not removed by Tenant following the expiration or termination of this Lease within the time allowed for removal shall be deemed abandoned by Tenant and may be used or disposed of by Landlord in the manner prescribed by law without any liability account to Tenant therefor. Such abandonment shall in no way reduce the obligation of Tenant to make restoration under Paragraph 16 of this Lease.

In the event that during the term of this Lease any alteration, addition or change of any nature of the leased premises or to any portion thereof is required by law, regulation or rule (other than a law, regulation or rule of Landlord), the same shall be made by Tenant at Tenant's own cost and expense.

Before making any alteration, addition, improvement or change to the leased premises with the prior written consent of Landlord, Tenant shall obtain all approvals and permits as may be required by law, including but not limited to, those of the California Coastal Commission and the City of Port Hueneme or the City of Oxnard. All such permits and approvals shall be obtained by Tenant at Tenant's sole cost and expense.

14. Repair and Maintenance. Tenant shall keep the leased premises in good condition and repair and free from dirt and accumulation of waste. Tenant at its own cost and expense shall repair any damage to the interior of the premises rented and any damage to the exterior of the premises (including roof and structural members) resulting from Tenant's use of the premises under this Lease. Tenant's repair and maintenance obligation hereunder includes the repair and maintenance of the roll-up doors, if any, on the leased premises so that the roll-up doors are in good and safe operating condition at all times.

15. Surrender. Upon expiration of this Lease or its prior termination, Tenant shall quietly and peacefully vacate the leased premises and surrender possession thereof to Landlord.

16. Restoration. Prior to the expiration of this Lease (but only to the extent directed by Landlord) Tenant shall restore the leased premises to the condition in which received, ordinary wear and tear excepted, or to such improved condition as may have resulted from improvements made thereon by Landlord or Tenant. In the event this Lease is terminated on less than thirty (30) days' notice, Tenant shall be allowed a reasonable period of time not to exceed thirty (30) days from the date of service of the notice of termination within which to complete restoration.

17. Inspection. Landlord or its duly authorized representative shall have the right to enter the leased premises at reasonable times during business hours to inspect the condition or the operations of Tenant conduct thereon.

18. Harbor Regulations. This Lease is subject to the rules and regulations governing the operation of the Port of Hueneme, these being the rules and regulations published by the Oxnard Harbor District in Tariff No. 7 and by the Commanding Officer, U. S. Naval Base Ventura County, Port Hueneme, California, in the Military Port Control Rules and Regulations. Such rules and regulations and such changes as may subsequently be made or added thereto are incorporated herein by reference.

19. Assignment and Subletting. This Lease may not be assigned nor the leased premises sublet by Tenant without Tenant first obtaining the written consent of Landlord thereto. Tenant shall not permit the leased premises to be occupied or used by any person other than Tenant, its agents and employees without Landlord's prior written consent to such operation or use. Landlord will not unreasonably withhold its consent to assignment or subletting of the leased premises consistent with the policies hereinafter mentioned. The ability of a proposed assignee or sublessee to generate for Landlord dockage and wharfage revenue through the loading and unloading of cargo at the Landlord's wharves shall be a paramount consideration in whether or not Landlord will give its consent to an assignment or sublease and the lack of such ability shall be grounds to withhold such consent. It is also the general policy of the District not to permit subletting at rental rates greater than set forth in Paragraph B of this Lease and District may refuse to consent to a sublease in such instances. Except for tenancies greater than one (1) year, when a Tenant has no need to fully utilize the leased premises, it is the District's policy that the Tenant surrender the premises to District so the District may lease the premises directly with a proposed assignee or sublessee or if none, a new tenant.

20. Compliance with Law. Tenant shall, at its own cost and expense, conduct its business on the leased premises in accordance with all applicable federal, state, county and municipal statutes, ordinances, rules and regulations.

21. Liens. Tenant shall promptly discharge or cause to be discharged any valid lien, right in rem, claim or demand of any kind (except one in favor of Landlord) arising or existing with respect to the leased premises or for materials or equipment furnished therefor or for any part thereof. If the same is not promptly discharged by Tenant, Landlord may discharge the same and Tenant shall immediately reimburse Landlord the cost thereof.

22. Failure to Insist on Compliance. Landlord's or Tenant's failure to take advantage of any default or breach of covenants on the part of the other party or to insist upon the performance of any terms, covenants and conditions of this Lease shall not be a waiver or relinquishment of such party's right to the future performance of such terms, covenants or conditions. Tenant's or Landlord's obligations with respect to such future performance shall continue in full force and effect. No custom or practice which may develop between the parties in the course of administering this Lease shall be construed to waive or lessen the right of either party to insist upon the performance by either of any term, covenant or condition hereof.

23. Successors in Interest. The terms, covenants and conditions contained herein shall apply to and bind the successors and assignees of all the parties hereto.

24. Attorney's Fees. If either party employs an attorney or attorneys to enforce the provisions hereof, the prevailing party (whether by negotiation, settlement or suit) shall be paid his reasonable attorney's fees by the non prevailing party.

25. Destruction.

a. Total Destruction. In the event the leased premises or a substantial portion thereof are destroyed by any cause so as to render the premises unfit for purposes designated in Paragraph C, or if the leased premises are so badly damaged that they cannot be repaired within ninety (90) days from the date of such damage, either party may terminate this Lease by giving to the other party a written notice of termination served in the manner provided by paragraph 8 of this Lease. After such notice of termination has been given, rental shall be prorated to the date Tenant actually vacates the leased premises.

b. Insured Partial Destruction. If the leased premises are partially destroyed by any cause insurable under fire insurance with a standard extended coverage casualty endorsement and the destroyed portion can be rebuilt or repaired within ninety (90) days from the date of destruction, Landlord shall repair the same with reasonable diligence. In such event, this Lease shall remain in full force and effect, but until the destroyed premises are repaired, rental paid by Tenant to Landlord shall be reduced in the same proportion that Tenant's square footage leased is reduced by such destruction at the rates specified in Paragraph B as adjusted from time to time for changes in the Consumer Price Index.

c. Non-insured Partial Destruction. If the leased premises are partially destroyed by any cause not insurable by fire insurance with extended coverage casualty endorsement but can still be used for the purpose designated in Paragraph C of this Lease, Tenant may, at its option, terminate this Lease unless Landlord rebuilds or repairs the destroyed portion of the leased premises within 90 days from the date of destruction. Such termination by Tenant shall be accomplished by serving on Landlord a written notice of termination in the manner prescribed by paragraph 8 of this Lease. This Lease shall terminate on the date such notice of termination is served on Landlord which date shall not be less than 90 days after the date of destruction. If Landlord accomplishes such repair or if Tenant fails to exercise its option to terminate, this Lease shall remain in full force and effect, but until the destroyed premises are repaired, rental paid by Tenant to Landlord shall be reduced in the same proportion that Tenant's square footage is reduced by such destruction at the rates specified in Paragraph B as adjusted from time to time for changes in the Consumer Price Index.

Glass breakage shall not be deemed a partial destruction within the meaning of subparagraphs b or c of this Lease.

26. Amendments, Changes or Additions to Statutes. Whenever reference is made in this Lease to any provision of law such reference applies to all amendments, changes and additions now or hereafter made to such provisions.

27. Time. Time is of the essence of this Lease.

28. Non-discrimination. In conducting Tenant's activities on the leased premises, Tenant shall not discriminate against employees or applicants for employment because of race, religion, color or national origin.

The foregoing provision includes, but is not limited to, the following: employment upgrading, demotion, transfer, recruiting, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship. Tenant shall post notices provided by the State of California or the United States of America or its local government representative setting forth the provisions of this non-discrimination clause in conspicuous places available for employees and applicants for employment.

Tenant shall insert the foregoing provision in all contracts entered into by Tenant in the performance of any work permitted under this Lease except contracts for standard commercial supplies or raw materials.

29. Wharfage and Dockage Excluded. The monthly rental payable under this Lease does not include wharfage, dockage or other charges for use by Tenant of wharves, facilities or services of Landlord that may be assessed against Tenant pursuant to the provisions of Landlord's tariff.

30. Remedies Upon Default.

a. Landlord's Remedies. Except as otherwise provided herein, should Tenant default in the performance of any covenant or provision herein with reference to the payment of rent or other payment of money or the furnishing of the public liability and property damage insurance required by paragraph 11.a, and such default continues for five (5) days after service on Tenant of a written notice from Landlord of such default, or should Tenant default in the performance of any other covenant or provision herein, other than payment of money, and such default, if curable, is not cured within fifteen (15) days after service upon Tenant of a written notice thereof from Landlord, or, if not curable within fifteen (15) days, a cure is not commenced within five (5) days and diligently prosecuted to completion, Landlord may terminate Tenant's right of possession to the leased premises and may recover all of the following from Tenant:

- (1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (2) The worth at the time of the award of the amount by which the unpaid rent, which would have been earned after termination until the time of award, exceeds the amount of such rental loss that Tenant proves could have reasonably been avoided;
- (3) The worth at the time of the award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonable avoided;
- (4) Any other amount necessary to compensate the Landlord for all the detriment proximately caused by Tenant's failure to perform its obligation hereunder or which in the ordinary course of things would be likely to result therefrom.

None of the Landlord's rights herein specified in the event of a default by Tenant shall prejudice any other legal remedies available to Landlord other than those herein enumerated and the remedy described by Civil Code section 1951.4 is available to Landlord.

b. No Waiver. Efforts by Landlord to mitigate the damages caused by Tenant's breach of this lease shall not waive Landlord's right to recover damages under this paragraph. For the purpose or subparagraph a above, the following shall not constitute a termination of Tenant's right to possession:

- (1) Acts of maintenance of preservation or efforts to relet the property.
- (2) Appointment of a receiver upon initiative of Landlord to protect Landlord's interest under the Lease.

c. Re-entry. Upon a default of Tenant not cured within the time specified in subparagraph a. or if Tenant vacates or abandons the premises, Landlord shall have the right to re-enter the leased premises and take possession thereof with or without terminating this Lease upon giving notice of re-entry required by law.

31. Captions. The captions of this Lease are not a portion of the substantive terms hereof.

32. Signs. Tenant shall not erect, install, or make any signs on the leased premises without the prior written consent of Landlord thereto. Landlord will not unreasonably withhold its consent to the erection or installation of signs stating the name of Tenant's business of reasonable dimensions and decor.

All rights pertaining to signs granted Tenant under this Paragraph 32 are subject to any limitations of the laws, rules and regulations of the City of Port Hueneme or the City of Oxnard pertaining to signs. It shall be the sole responsibility of Tenant to procure whatever permit or approval that may be required in order to install or maintain the signs Tenant is permitted to install under this Paragraph 32. Landlord shall have no liability to Tenant because of Tenant's inability to fully exercise its sign rights hereunder because of the laws, rules or regulations of the City of Port Hueneme or the City of Oxnard because Tenant is unable to procure the requisite permits or approvals from the City of Port Hueneme or the City of Oxnard.

33. Parking.

a. Tenant and its agents, employees and customers shall park only in areas designated for parking for Tenant, if any are designated, by the Executive Director. Except for parking on the leased premises, all parking areas designated or available for use by Tenant, its agents, employees and customers shall be, and are, non-exclusive.

b. This provision regarding parking applies to leases involving either improved or unimproved land. Tenant shall provide on the leased premises one parking space for each employee or Tenant and two visitor parking spaces. If Tenant elects to use a car pooling system to reduce vehicle traffic to the leased premises, upon approval of the car pooling plan by the Executive Director, the on-site (leased premises) parking requirements may be reduced in direct relation to the number of employees using the car pooling plan. For example, if Tenant has four employees who, through car pooling, use one car, Tenant may have one on-site parking space rather than four.

34. City Agreement. To the extent applicable to the leased premises and Tenant's use thereof, Tenant shall comply with the provisions of Section 12 of the written Agreement dated March 18, 1987, between the Oxnard Harbor District and the City of Port Hueneme. By execution of this Lease, Tenant acknowledges Tenant has received a copy of Section 12.

35. Provisions Applicable to Former NCEL Property. If the box in Paragraph H is checked, the provisions of this Paragraph apply to this Lease. Tenant shall not use the Leased Premises for any purpose, or do any act thereon, that will violate the restrictions, covenants, and conditions contained in the former NCEL Property from the United States of America, through the Department of Transportation (Grantor) to the District (Grantee). A copy of this deed is available for inspection at, and copies can be obtained from, the District at its office at 333 Ponomo Street, Port Hueneme, California.

36. Integration. This lease is the final agreement between Landlord and Tenant with regard to the leased premises and supercedes all prior agreements (oral/or written), negotiations or representations. This lease may only be modified in writing, approved by Landlord's Board of Harbor Commissioners and signed by both Landlord and Tenant.

37. Homeland Security. Tenant shall, at Tenant's sole cost and expense, comply with all laws and regulations, including, but not limited to, those of the United States Coast Guard and Landlord applicable to the Port of Hueneme insofar as they pertain to Tenant and Tenant's use of the Leased Premises and, when instituted, Tenant shall comply with the Transportation Workers Identification Card (TWIC System for Tenant's employees, truck drivers or persons furnishing goods or services to the Leased Premises, and shall do so at Tenant's cost and expense.

38. Additions or Modifications to Lease. The following provisions are added to and are part of this Lease, and, to the extent they change the terms of any provisions set forth in the printed portions of the Lease, shall modify said printed portions.