



Date: June 24, 2008
 To: Dr. J. Brian Sarvis, Superintendent
 From: David J. Hetyonk, Director of Facilities and Operations
 Subject: Approval of Renewal of Leases with Class Leasing, Inc. for Three Portable Classrooms at San Marcos High School

Consent Agenda: XX

Background:

During the 2007-2008 school year, five portable classrooms were leased for overcrowding at San Marcos High School. These classrooms are being funded from secondary developer fees. Two of the classrooms were originally used by the Palms program and three were originally used by the Santa Barbara Community Academy at the Santa Barbara Junior High School site. The two classrooms originally placed for the Palms program are being returned to the vendor and will not be needed for the next school year.

Issue:

Three portable classrooms on site for overcrowding require lease renewal. These units were originally leased during two different school years and two leases for the three units require renewal

Fiscal Impact:

The annual lease payment is \$10,992 (\$5,496 per portable) for lease Number CL2374 and \$5,496 for Lease Number CL2402. A dismantle return charge of \$3,339 per unit is due when the classrooms are returned.

Funding Source:

Secondary developer fees (fund 25)

Recommendation:

It is recommended that the board Approve the of Renewal of Lease with Class Leasing, Inc. for Three Portable Classrooms at San Marcos High School

Attachment(s)?	<input checked="" type="checkbox"/>	Yes (if so, please attach)	<input type="checkbox"/>	No	Powerpoint	<input type="checkbox"/>	Overhead	<input type="checkbox"/>	Consultant
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Adams Elementary School Cesar Chavez Charter School Cleveland Elementary School Franklin Elementary School	Harding Elementary School McKinley Elementary School Monroe Elementary School Open Alternative School	Peabody Charter School Roosevelt Elementary School Santa Barbara Charter School Santa Barbara Community Academy Washington Elementary School	Goieta Valley Junior High School La Colina Junior High School La Cumbre Junior High School Santa Barbara Junior High School	Dos Pueblos High School La Cuesta Continuation High School San Marcos High School Santa Barbara High School
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LEASE AGREEMENT

LEASE NUMBER: CL2402
Renewal

This Lease made and entered into as of this 2nd day of June, 2008 by and between Class Leasing, Inc. organized and existing under and by virtue of the laws of the State of California, hereinafter designated as "Lessor" and:

Santa Barbara School District
720 Santa Barbara Street
Santa Barbara, CA 93103,

a public Corporation, hereinafter designated as "Lessee".

In consideration of the mutual covenants and agreements herein contained, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby rent from Lessor the following personal property:

One (1) 24 x 40 Relocatable Classroom
Serial Number: 44469-44470

which was/were installed by the Lessor on the premises and as directed by the Lease at: San Marcos High School, 4750 Hollister Ave., Santa Barbara, CA 93110 ; for the use of said Lessee, upon the following terms and conditions which are hereby mutually agreed to by the parties hereto.

FIRST: The term of the Lease is for a period of one (1) year(s) commencing July 1, 2008 and ending on June 30, 2009 of which \$5,496.00* is payable July 1, 2008. In the event any installment is not paid within thirty (30) days of the due date, an additional charge of ten (10) percent of the payment due on said installment will be required as provided by law.

SECOND: In addition to the annual rental, the Lessee agrees to pay for the following charges: Dismantle and Return Fees: \$3,339.00* per unit, upon termination of lease.

THIRD: The Lessor shall provide all labor, materials, and services required for the complete installation of each unit except that all site work, including connection to utilities, shall be done by the Lessee.

FOURTH: Lessee will furnish light, heat, custodial, and maintenance service to the unit(s) during the lease period.

FIFTH: Lessee may install school furniture and equipment as may be required for school purposes. All such furniture and equipment placed or installed in said unit (s) by the Lessee shall remain the property of the Lessee and upon termination of said Lease for any cause, shall be removed by said Lessee.

SIXTH: Lessee agrees that the said property will be used by Lessee for the ordinary and usual purpose for which it is designated and the Lessee shall not make or have made any alteration of said unit(s) without prior written consent of the Lessor.

It is further agreed that during the term of this Lease, Lessee shall be responsible for and shall pay all charges for upkeep and/or storage of said property and shall make, at its own expense any and all repairs, and supply and pay for any and all parts and accessories needed to maintain and operate said property in proper condition and in good running order, and at the end of the Lease period or upon earlier termination, the Lessee shall re-deliver said property to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted.

* Includes any applicable taxes

LESSORS ORIGINAL

SEVENTH: "Except for claims and liabilities arising from the negligence of Lessor" Lessee agrees to be liable for, and pay and satisfy every claim and liability arising against said property, during the term of this Lease, and assumes hereunder all assessments, sales use, property, or other taxes and charges imposed whether the same be assessed against the Lessor or Lessee by any Federal, State, or Local Government in which said property is, or may be operated, during the term of this Lease, and Lessee agrees to defend at Lessee's own expense any and all action brought against either or both parties hereto for damages to persons, property, caused by said property, or by its operation, and to hold Lessor free and harmless of and from any and all claims and demands, which may arise or be occasioned to any persons, or to any property by or through the use of said property during the term of this Lease, or any renewal thereof.

EIGHTH: Lessee will cause its own all risk insurance property policies to be extended to cover the said classroom(s) for their full replacement cost (new for old without depreciation) and contents with endorsements in the name of the Lessor as his interest may appear, Lessee will also cause Lessor to be named as additional insured in its public liability policy to the extent of the Lessee's operations of the said classroom(s), for as long as this Lease is in force.

NINTH: The unit(s) shall not be removed from the aforementioned location without prior written approval of the Lessor. The Lessee may elect to have the classroom(s) re-located by CLASS LEASING, INC. (951) 943-1908. If an independent contractor is used, the Lessee shall obtain prior written approval from the Lessor stating the contractors name and address, the date of the re-location, and the premises to where the unit(s) is/are to be moved. Lessee hereby covenants and agrees to indemnify and hold Lessor harmless against any and all liability for injury or damage to person or property including the unit(s) removed by an independent contractor.

TENTH: In the event Lessee defaults in the payment of amount due and to become due under the terms of said Lease or defaults in the performance of any of the terms and conditions thereof, all the Lessee's rights hereunder are terminated and the Lessor shall become entitled to possession of the property, to retain all rentals, and to demand from the Lessee all sums owing and unpaid. Lessee agrees that the Lessor can enter the site and repossess the property from the site.

ELEVENTH: This agreement is in every respect, binding on the parties hereto, and their respective successors and assigns.

TWELFTH: "In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees".

IN WITNESS WHEREOF ON THE DATE AND YEAR FIRST ABOVE WRITTEN, THE LESSOR HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER AND THE LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER.

Santa Barbara School District
LESSEE

BY

TITLE

DATE

Class Leasing, Inc.
LESSOR

BY

CEO
TITLE

6/2/08
DATE

LESSORS ORIGINAL

LEASE AGREEMENT

LEASE NUMBER: CL2374
Renewal

This Lease made and entered into as of this 1st day of May, 2008 by and between Class Leasing, Inc. organized and existing under and by virtue of the laws of the State of California, hereinafter designated as "Lessor" and:

Santa Barbara School District
720 Santa Barbara Street
Santa Barbara, CA 93103,

a public Corporation, hereinafter designated as "Lessee".

In consideration of the mutual covenants and agreements herein contained, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby rent from Lessor the following personal property:

Two (2) 24 x 40 Relocatable Classroom
Serial Number: 39708-39709, 39710-39711

which was/were installed by the Lessor on the premises and as directed by the Lease at: San Marcos High School, 4750 Hollister Ave., Santa Barbara, CA 93110 ; for the use of said Lessee, upon the following terms and conditions which are hereby mutually agreed to by the parties hereto.

FIRST: The term of the Lease is for a period of one (1) year(s) commencing June 15, 2008 and ending on June 14, 2009 of which \$10,992.00* is payable June 15, 2008. In the event any installment is not paid within thirty (30) days of the due date, an additional charge of ten (10) percent of the payment due on said installment will be required as provided by law.

SECOND: In addition to the annual rental, the Lessee agrees to pay for the following charges: Dismantle and Return Fees: \$3,339.00* per unit, upon termination of lease.

THIRD: The Lessor shall provide all labor, materials, and services required for the complete installation of each unit except that all site work, including connection to utilities, shall be done by the Lessee.

FOURTH: Lessee will furnish light, heat, custodial, and maintenance service to the unit(s) during the lease period.

FIFTH: Lessee may install school furniture and equipment as may be required for school purposes. All such furniture and equipment placed or installed in said unit(s) by the Lessee shall remain the property of the Lessee and upon termination of said Lease for any cause, shall be removed by said Lessee.

SIXTH: Lessee agrees that the said property will be used by Lessee for the ordinary and usual purpose for which it is designated and the Lessee shall not make or have made any alteration of said unit(s) without prior written consent of the Lessor.

It is further agreed that during the term of this Lease, Lessee shall be responsible for and shall pay all charges for upkeep and/or storage of said property and shall make, at its own expense any and all repairs, and supply and pay for any and all parts and accessories needed to maintain and operate said property in proper condition and in good running order, and at the end of the Lease period or upon earlier termination, the Lessee shall re-deliver said property to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted.

* Includes any applicable taxes

LESSORS ORIGINAL

SEVENTH: "Except for claims and liabilities arising from the negligence of Lessor" Lessee agrees to be liable for, and pay and satisfy every claim and liability arising against said property, during the term of this Lease, and assumes hereunder all assessments, sales use, property, or other taxes and charges imposed whether the same be assessed against the Lessor or Lessee by any Federal, State, or Local Government in which said property is, or may be operated, during the term of this Lease, and Lessee agrees to defend at Lessee's own expense any and all action brought against either or both parties hereto for damages to persons, property, caused by said property, or by its operation, and to hold Lessor free and harmless of and from any and all claims and demands, which may arise or be occasioned to any persons, or to any property by or through the use of said property during the term of this Lease, or any renewal thereof.

EIGHTH: Lessee will cause its own all risk insurance property policies to be extended to cover the said classroom(s) for their full replacement cost (new for old without depreciation) and contents with endorsements in the name of the Lessor as his interest may appear, Lessee will also cause Lessor to be named as additional assured in its public liability policy to the extent of the Lessee's operations of the said classroom(s), for as long as this Lease is in force.

NINTH: The unit(s) shall not be removed from the aforementioned location without prior written approval of the Lessor. The Lessee may elect to have the classroom(s) re-located by CLASS LEASING, INC. (951) 943-1908. If an independent contractor is used, the Lessee shall obtain prior written approval from the Lessor stating the contractors name and address, the date of the re-location, and the premises to where the unit(s) is/are to be moved. Lessee hereby covenants and agrees to indemnify and hold Lessor harmless against any and all liability for injury or damage to person or property including the unit(s) removed by an independent contractor.

TENTH: In the event Lessee defaults in the payment of amount due and to become due under the terms of said Lease or defaults in the performance of any of the terms and conditions thereof, all the Lessee's rights hereunder are terminated and the Lessor shall become entitled to possession of the property, to retain all rentals, and to demand from the Lessee all sums owing and unpaid. Lessee agrees that the Lessor can enter the site and repossess the property from the site.

ELEVENTH: This agreement is in every respect, binding on the parties hereto, and their respective successors and assigns.

TWELFTH: "In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees".

IN WITNESS WHEREOF ON THE DATE AND YEAR FIRST ABOVE WRITTEN, THE LESSOR HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER AND THE LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER.

Santa Barbara School District
LESSEE

BY

TITLE

DATE

Class Leasing, Inc.
LESSOR

BY

CEO
TITLE

5/1/08
DATE

LESSORS ORIGINAL