



SPECIAL RECREATION COMMITTEE

Agenda

Administration Conference Room

Friday, March 29, 2019

1:00 p.m.

- 1. Call to Order/Pledge of Allegiance**
- 2. Roll Call/Notice of Quorum**
- 3. Chairs Announcements**
 - a. Introduction of Guests and Staff
 - i. Linda Stone, GRF President
 - ii. Randy Ankeny, Executive Director
 - iii. Terry De Leon, Recreation Director
 - iv. Thomas Fileto, Recreation Manager
 - v. Carolyn Miller, Finance Director
 - vi. Marcy Kmiecik, Recording Secretary
 - b. Rules of Order
 - c. Chairs Comments
- 4. Approval of Minutes (n/a)**
- 5. Staff Reports (n/a)**
- 6. Shareholder/Member Comments – Agenda Items Only**
(Limited to 3 minutes per person)
- 7. Correspondence (n/a)**
- 8. Unfinished Business**
- 9. New Business**
- 10. Policies**
 - a. Amend Policy 14XX-50, Lease of Trust Property (pp. 1-4)
- 11. President's Comments**
- 12. Shareholder Member Comments**
(Limited to 3 minutes per person)
- 13. Committee Member Comments**
- 14. Next Meeting**

Monday, April 1, 2019
Administration Conference Room - 1:00 p.m.
- 15. Adjournment**

COMMUNITY OPERATIONS

Guidelines for Leasing of Trust Property

1. The Golden Rain Foundation, Seal Beach (GRF) is the Trustee for all Trust property in accordance with the terms and conditions as set forth in the Trust Agreement and Amendment to the Trust agreement. Section VII of the Trust Agreement, Rights and Powers of the Trustee, grants the GRF Board the authority to "...lease for terms..." Trust Property.
2. The following are the general guidelines to be used for the purpose of the leasing of trust property:
3. Such guidelines specifically exclude Trust property identified as: Resales Building, Medical Center and Trust property leased by NuVision and Superwire,
4. Such guidelines specifically include Trust property identified as: Clubhouses 1, 2 3, 4 and 6, Amphitheater, Building 5, and Library Complex.
5. The leasing of Trust property shall be subject to Committee review by:
 - 5.1. Recreation Committee, to determine if space is available and the use of such space represents the mutual benefit of a majority of the Shareholders/Members,
 - 5.2. Finance Committee, per policy 5115-31 the Finance committee shall, "...review and make recommendations to the BOD concerning all income producing leases..."
6. General guidelines based upon the limited space available:
 - 6.1. Use of Trust Property shall represent a mutual benefit for the Shareholder/Members,
 - 6.2. Space shall be open for general operations and available to Shareholder/ Members no less than five (5) days a week, for a minimum of five hours,
 - 6.3. Preference shall be given to any registered non-profit corporation (501.c.3),
 - 6.4. Club/Organization/Corporation shall not profit while leasing trust property.
 - 6.5. Club/Organization/Corporation MUST supply for Committee and Board review:
 - 6.5.1. Club/Organization/Corporation Bylaws,
 - 6.5.2. Statement of services provided and how such services benefit the Shareholder/Members of Leisure World Seal Beach.

COMMUNITY OPERATIONS

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7. All Clubs/Organizations/Corporations shall be subject to lease terms which will include but not be limited to:
 - 7.1. The GRF Board reserves the right to cancel any lease with 30 days' notice,
 - 7.2. Club/Organization/Corporation or its members shall not operate as a business,
 - 7.3. Shall comply with GRF policies and procedures at all times,
 - 7.4. Shall not do, bring or keep anything in or about Trust property that will cause the increase of premiums and/or cancellation of any GRF insurance,
 - 7.5. Shall comply with the Club/Organization/Corporation Bylaws and statement of services provided,
 - 7.6. Shall not alter Trust property without the specific approval of the GRF Board,
 - 7.7. Shall not use Trust property in any manner that will constitute waste, nuisance, or unreasonable annoyance to other users of Trust property, or in any manner that violates the law,
 - 7.8. Shall be responsible for any and all personal property and equipment it stores within Trust property during the term of the Agreement,
 - 7.9. GRF shall not bear any responsibility for any of Club/Organization/Corporation's personal property and equipment stored at the Premises,
 - 7.10. Shall procure any and all permits required by law to operate,
 - 7.11. Shall be liable for any damage to Trust Property resulting from the acts or omissions of Club/Organization/Corporation, its members, guests or any of its authorized representatives,
 - 7.12. Any alterations made shall remain on and be surrendered on expiration or termination of the lease. GRF can elect, within six (6) months before expiration of the term, to require Club/Organization/Corporation to remove any alteration that Club/Organization/Corporation has made to the Premises. If GRF so elects, Club/Organization/Corporation at its cost, shall restore the Premises to the original condition,
 - 7.13. The Club/Organization/Corporation and its members, on behalf of their heirs, executors, successors, and assigns, agree to release, acquit, and forever discharge and hold

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harmless, indemnify and defend GRF and its past, present and future Board members, contractors, agents, managers and employees of and from any and all claims, actions, causes of action, lawsuits, class action lawsuits, demands, rights, damages, costs, loss of service, expenses, liabilities, debts, judgments, including reasonable attorneys' fees and costs, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, damages, and any other matters pertaining to the Club/Organization/Corporation use or misuse (or the Boards' approval of the use) of the Premises and for or by reason of any actual or alleged infringement of a third party's copyright, patent or trademark related to the Club/Organization/Corporation use of the Premises,

- 7.14. Any Club/Organization/Corporation activity which may require special insurance not mentioned herein will be maintained by Club/Organization/Corporation at all times while this Agreement is in effect. Proof of such insurance shall be provided annually to GRF,
- 7.15. Club/Organization/Corporation shall not voluntarily assign or encumber its interest in this lease or in Trust property, or sublease all or part of the Trust property, or allow any other person or entity to occupy or use all or any part of the Trust property, without first obtaining GRF's written consent. Any assignment, encumbrance, or sublease without GRF's consent shall be voidable and, at GRF's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph,
- 7.16. Any dissolution, merger or consolidation of Club/Organization/Corporation shall be deemed an involuntary assignment and shall constitute a default of Club/Organization/Corporation. GRF shall have the right to terminate this Agreement, in which case the lease shall not be treated as an asset of Club/Organization/Corporation,
- 7.17. The occurrence of any of the following shall constitute a default by Club/Organization/Corporation:
- 7.17.1. Failure to pay rent when due,
- 7.17.2. Abandonment and vacating of the Premises for thirty (30) consecutive days,
- 7.17.3. Failure to perform any other provision of the Agreement if the failure to perform is not cured within thirty (30) days after written notice has been given to **CLUB/CORP**. If a default cannot reasonably be cured within thirty (30) days, **CLUB/CORP** shall not be in default of this Agreement if **CLUB/CORP**

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commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

- 7.18. In addition to normal operation of the facilities, including without limitation to perform maintenance or repairs as needed, GRF and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether Club/Organization/Corporation is complying with its obligations under the Agreement.

POLICY
Adopted:

GOLDEN RAIN FOUNDATION
Seal Beach, California