

SUBLEASE AGREEMENT

115, 119, and 125 East Lake Street

THIS SUBLEASE AGREEMENT (“Sublease”) is made and entered into this 16th day of June 2026, by and between the **City of Salinas**, a California charter city and municipal corporation, hereinafter called the “City,” and **Victory Mission**, a California nonprofit religious Corporation, hereinafter called “Subtenant.”

RECITALS

WHEREAS, the City currently leases that real property and improvements located thereon (the “Premises”) consisting of approximately 3,600 rentable square feet of meeting and office space, and an adjacent parking lot, all located on an approximately .33 acre lot, located there at 115, 119, and 125 East Lake Street in the City of Salinas, California, County of Monterey (APNs 003-131-012-000 and 003-131-012-000), which is more particularly shown on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, on November 4, 2015, the City entered into a ten (10) year Lease (the “City Lease”) for the above-described Premises with Leon De Asis (“Property Owner”); and

WHEREAS, on November 4, 2022, the City and the Property Owner extended the term of the City Lease for an additional ten (10) year period through November 30, 2033; and

WHEREAS, the City has determined that the Premises is no longer necessary for City operations and the City will, therefore, cease operations within the Premises at the end of May 2026; and

WHEREAS, the City has determined that the Subtenant’s use and occupancy of the Premises provides a benefit to the general public and helps maintain the health, safety, and welfare of the general public; and

WHEREAS, Section 11 of the City Lease permits the City to sublease the Premises; and

WHEREAS, the City desires to sublease the Property to the Subtenant for the term hereinafter provided and the Subtenant desires to accept such Sublease upon the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Sublease, the parties agree as follows:

AGREEMENT

1. PREMISES. The City hereby subleases to the Subtenant and the Subtenant hereby subleases from the City, upon the terms and conditions herein set forth, that certain real property and all improvements, structures, and fixtures located thereon, situated at **115, 119, and 125 East Lake Street, Salinas, California** (Monterey County Assessor’s Parcel Numbers 003-131-012-000 and 003-131-014-000), consisting generally of approximately 3,600 rentable square feet of meeting and office space, and an adjacent parking lot, and described more particularly in Exhibit A, which is attached and incorporated herein by reference (the “Premises”). The Subtenant accepts the Premises “as-is, where-is” following execution of the “Acceptance of the Subleased Premises” provided in Exhibit B to this Agreement.

2. TERM. This Sublease shall be for a term of approximately seventeen (17) months, commencing on June 17, 2026, (“Commencement Date”), and ending on September 1, 2027 (the “Term”), unless terminated earlier pursuant to the provision of this Sublease. Upon the expiration or the earlier termination of this Sublease, Subtenant shall peaceably vacate the Premises and any and all improvements located thereon and deliver the same to the City in at least as good a condition as it was delivered to Subtenant on the Commencement Date, reasonable wear and tear and casualty excepted.

The Subtenant acknowledges that the City’s Lease of the Premises shall expire on September 25, 2027, that the City

does not intend to renew the City Lease, and that the City therefore cannot provide any extensions or renewals of this Sublease. In the event Subtenant does not vacate the Premises at the termination of the City Lease, Subtenant agrees to compensate City for any losses or costs (including, if applicable, reasonable attorney's fees) sustained by the City as a result of Subtenant's failure to vacate by the termination of the City Lease, including holdover rent due to the Property Owner from the City and any costs sustained by the City to remove Subtenant's property from the Premises. Further, Subtenant agrees to hold City harmless for any losses it may sustain as a result of any actions taken by the Property Owner as a result of Subtenant's failure to vacate the Premises at the termination of this sublease.

3. RENT. Commencing on the Commencement Date and continuing through the entire term of this Sublease, Subtenant shall pay to the City, as rent, the amount of one dollar and no cents (\$1.00) per month ("Rent") for the use and the possession of the Premises.

4. USE. Subtenant shall use the Premises for general office space for administrative program support and case management, including associated vehicle parking. Subtenant may alter said use to any lawful purpose, upon the written consent of the City, which consent shall not be unreasonably withheld. Uses allowed pursuant to this Sublease shall be for the duration of the Sublease only, and this Sublease shall not constitute a land use entitlement or permit for any use beyond the term of the Sublease.

5. COMPLIANCE WITH LAWS. Subtenant shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal relating to Subtenant's use and occupancy of the Premises, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted.

6. TAXES AND ASSESSMENTS. This Sublease may create a taxable possessory interest, the timely payment of which, together with any other taxes or assessments imposed against Subtenant or the activities of Subtenant shall be paid by Subtenant before they become delinquent. The City shall be responsible for the payment of all real property assessments imposed on the Premises, including those imposed by any improvement district or special taxing authority.

7. UTILITIES. The Subtenant shall pay, and hold the City free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, garbage pickup and disposal, and other public utilities to the Premises during the term of this Sublease. Further, Subtenant shall provide its own custodial services for said Premises.

8. ALTERATIONS AND IMPROVEMENTS. Prior to occupancy, Subtenant acknowledges personal inspection of the Premises and of the surrounding areas and evaluation of the extent to which the physical condition of the Premises and of the surrounding area will or may affect the operation of the Premises. By signing the "Acceptance" provided in Exhibit B and attached hereto, the Subtenant has completed its evaluation and accepts the Subleased Premises in "As-is, Where-is" condition, provided that the City shall remove all of its personal property from the Premises prior to the Commencement Date. Subtenant shall not be permitted to make any alterations or improvements to the Premises. The City has made no other representations or warranties as to the condition of the Premises or to its fitness for the uses intended by the Subtenant. Subtenant shall make no demand upon the City for any improvements, rehabilitation, repairs or alterations of the Premises.

9. MAINTENANCE AND REPAIRS. Subtenant, at its sole cost, shall be solely responsible for keeping the Premises, and every part thereof, both inside and outside, clean and in good condition and repair, reasonable wear and tear excepted, and for all interior non-structural repairs and maintenance, including maintenance of telephone, plumbing, and electrical systems, and all appliances, lighting, and light bulbs, flooring, ceilings, walls, doors, door locks, door frames, windows, window locks, window frames, and the painted surfaces. Subject to the provisions of the next paragraph, Subtenant shall be responsible for all damage or destruction to the Premises caused by any act(s) of the Subtenant or by Subtenant's employees, agents, licensees, and/or contractors.

If the Premises are totally or partially destroyed by fire, earthquake, accident, or other casualty to the extent that

the Premises are so damaged as to materially and adversely affect Subtenant’s ability to conduct its normal business operations from the Premises, Subtenant shall notify City of such casualty within five (5) days of the occurrence. City shall contact Property Owner pursuant to the terms of the City Lease (including Section 9 of the City Lease). If the Property Owner elects to terminate the City Lease pursuant to Section 9 of the City Lease, this Sublease shall terminate as well on the same date that the City Lease is terminated. If the Property Owner provides notice that Property Owner is unable or unwilling to make the necessary repairs within 90 days, City shall provide Subtenant with a copy of such notice within five (5) days of receipt. Subtenant may thereafter within five (5) days following such notice request that City terminate the City Lease. If City elects to terminate the City Lease, this Sublease shall terminate on the same date as the City Lease. In either of the above cases, the Subtenant’s rent shall be reduced in an amount equal to the reduction in City’s rent under the City Lease. If Property Owner elects to repair and/or rebuild the Premises, and thereafter is able to complete such restoration within 90 days from the date of damage, then this Sublease will remain in full force and effect.

10. INDEMNIFICATION. Subtenant shall defend, hold harmless, and indemnify City and its officers, officials, employees, and volunteers, in addition to the Property Owner, from and against any and all liability, loss, damage, expense, and costs (including without limitation costs and fees of litigation) of every nature arising out of Subtenant’s negligent or intentional acts, Subtenant’s use and occupancy of the Premises, Subtenant’s performance hereunder, or Subtenant’s failure to comply with any of its obligations contained in this Sublease, except to the extent such loss or damage was caused by the negligence or willful misconduct of the City or the Property Owner.

11. INSURANCE. Subtenant shall, at its own cost and expense, maintain the insurance specified and required at Exhibit C hereto. City is not responsible for insuring Subtenant’s personal property located on the Premises.

12. HAZARDOUS SUBSTANCES. Subtenant shall store and handle any hazardous materials at the site materially in accordance with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal relating to Subtenant’s use and occupancy of the Premises, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. Any damage or losses caused by the use or release of these materials at the site, whether or not caused by Subtenant’s negligence, shall be the responsibility of the Subtenant. Subtenant shall be solely responsible for the costs of clean-up and remediation of any spill or discharge of any hazardous substances during the Term of this Sublease including, but not limited to, gasoline and oil from vehicles not existing at the commencement of this Sublease. As required by law, Subtenant shall immediately notify the City in writing of any material release of hazardous substances during the Term of this Sublease occurring on or beneath the Premises.

13. ENTRY AND INSPECTION. Upon reasonable notice to Subtenant, the City shall have the right to enter the Premises at all reasonable times for the purpose of inspection, posting notices, or other lawful purposes. City agrees to act in good faith to minimize any disruption to Subtenant’s business during such visits.

14. REMOVAL OF PERSONAL PROPERTY; RESTORATION OF PROPERTY. Unless Subtenant and Property Owner mutually agree in writing upon an alternative arrangement, at the expiration or the earlier termination of this Sublease, Subtenant shall at its sole cost and expense remove all items of personal property placed in the Premises by Subtenant and shall clean the Premises such that the same is restored to at least as good as condition as it was at the time of commencement of this Sublease.

15. ASSIGNMENT AND SUBLETTING. Subtenant shall not encumber, assign, or otherwise transfer this Sublease, any right or interest in this Sublease, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises to any other person or entity, provided however, Subtenant will be allowed to freely assign this Sublease to an affiliate, purchaser, or successor by merger without obtaining the consent of City. In addition, Subtenant may sublease all or any part of the Premises to an affiliate or successor by merger without obtaining the consent of City. The Subtenant shall ensure that the terms and the conditions of this Sublease are incorporated into the terms and the conditions of any sublease or assignment, including the sublease from the Subtenant.

16. DEFAULT AND REENTRY. In the event of any breach of any obligation to be performed by Subtenant hereunder, including non-payment of rent, which is not cured within thirty (30) days of the date upon which notice of such breach is given to Subtenant, the City, in addition to any other rights or remedies as may be provided by law, shall have the right to terminate this Sublease, immediately reenter the Premises, without notice, and remove all persons and property from the Premises.

17. FORCE MAJEURE. If either party is unable to perform its duties under this Sublease due to acts of God, strikes, lockouts, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of the party, such non-performing party shall be excused from performance by the other party, and shall not be in breach of this Sublease, for a period equal to any such prevention, delay or stoppage.

18. SUCCESSORS AND ASSIGNS. Except as otherwise provided for herein, the parties expressly agree that, subject to the terms of this Sublease, all terms and conditions of this Sublease shall extend to and be binding upon or inure to the benefit of the heirs, executors, administrators, personal representative, assigns and successors in interest of both the respective parties hereto.

19. ENTIRE AGREEMENT. This Sublease expresses the whole contract between the parties, there being no representations, warranties, or other understandings not here expressly set forth or provided. This Sublease may be executed in duplicate, each of which when so executed and delivered shall be deemed an original, but such duplicate together shall constitute but one and the same instrument.

20. AMENDMENTS. This Sublease may be amended at any time and from time to time, provided that no amendment to this Sublease shall be legally enforceable against the City or Subtenant unless it is in writing, executed and acknowledged by both parties.

21. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been given fully, when made in writing and personally delivered as shown below, or deposited in the United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

City: City of Salinas
200 Lincoln Avenue
Salinas, California 93901
Attn: Assistant City Manager

Subtenant: Victory Mission
Frank Green, III
Executive Director
43 Soledad Street
Salinas, California 93901

w/copy to: City Attorney
200 Lincoln Avenue
Salinas, California 93901

22. WARRANTY OF RIGHT OF USE. The City warrants and represents that it has the sole and the exclusive right of occupation to the Premises such that it may enter into this Sublease. The City further warrants and represents that the execution, delivery, or performance of this Sublease will not conflict with or violate any other agreements by which the City is bound, or any law, rules, regulation, or ordinance by which the City is bound.

23. NON-DISCRIMINATION IN USE AND AVAILABILITY. Subtenant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and non-discrimination in the provision of any services or programs offered at the Premises.

24. AMERICANS WITH DISABILITIES ACT AND TITLE 24 COMPLIANCE. If required by law, Subtenant shall ensure and shall be responsible for ensuring that all building improvements and other improvements added by Subtenant to the Premises, if any, are compliant with the Americans with Disabilities Act and Title 24 of the California Code of Regulations and Subtenant shall be solely responsible for making any repairs or improvements necessary to bring such Subtenant improvements into compliance.

25. SIGNS AND ADVERTISING. Subtenant shall not place or erect any temporary or permanent signs or advertising upon the Premises which will cause damage or which will otherwise alter the physical structure of any structure or building located on the Premises. The placement or erection of any sign or advertising upon the Premises shall be in accordance with the requirements of the Salinas City Code, including the Salinas Zoning Code, in effect at the time such sign is proposed to be placed or erected. If applicable, Subtenant shall obtain a Sign Permit and, if appropriate, a Building Permit from the City's Community Development Department prior to the placement or construction of any sign.

26. LIENS AND ENCUMBRANCES. Subtenant shall keep the Premises free and clear of any liens or encumbrances of any kind whatsoever created by Subtenant or any of its acts or omissions.

27. JURISDICTION. This Sublease shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Sublease shall be in the State of California, in the County of Monterey, or in the appropriate federal court with jurisdiction over the matter. In case suit shall be brought to interpret or to enforce this Sublease, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorney fees in addition to such costs as may be allowed by the court. City's attorney fees, if awarded, shall be calculated at the market rate.

28. COUNTERPARTS. This Sublease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

29. FURTHER ASSURANCES. Both parties agree to take whatever action may be necessary to perform their respective and their mutual obligations under this Sublease.

30. RIGHTS AND OBLIGATIONS UNDER THIS SUBLEASE. By entering into this Sublease, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Sublease shall not create any rights in any party not a signatory hereto.

31. INVALIDITY. The invalidity or unenforceability of any provisions of this Sublease shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

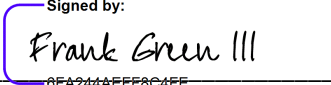
32. SURVIVAL. In no way shall the insurance requirements herein limit Subtenant's indemnification obligations hereunder, and Subtenant's indemnification obligations shall survive termination of this Sublease.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the parties, have entered into this Sublease as of the date first written above.

CITY OF SALINAS

René Mendez, City Manager

VICTORY MISSION

Signed by:


Frank Green III, Executive Director

APPROVED AS FORM:

Christopher A. Callihan, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Salinas, County of Monterey, State of California, described as follows:

PARCEL ONE: (APN: 003-131-012)

BEGINNING AT A POINT ON THE NORTH LINE OF LAKE STREET, FROM WHICH POINT THE INTERSECTION OF THE NORTH LINE OF LAKE STREET WITH THE EAST LINE OF BRIDGE STREET BEARS S. 80° 13' WEST, 139.82 FEET, AND RUNNING THENCE FROM SAID POINT OF BEGINNING, NORTH 9° 26½' WEST, 115.1 FEET; THENCE NORTH 80° 13' EAST, 50 FEET TO A POINT; THENCE SOUTH 9° 26½' EAST, 115.1 FEET TO A POINT ON THE SAID NORTH LINE OF LAKE STREET; THENCE ALONG SAID LAST MENTIONED LINE; SOUTH 0° 13' WEST, 50 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED IN DEED FROM KIKUO R. ENDO, ET UX, TO HOUSING AUTHORITY OF THE COUNTY OF MONTEREY, A BODY POLITIC, DATED FEBRUARY 14, 1952, RECORDED APRIL 4, 1952, IN BOOK 1372 OF OFFICIAL RECORDS, AT PAGE 150, PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT CERTAIN 13.52 ACRE TRACT OF LAND CONVEYED BY DAVID JACKS TO E.P. IVERSON BY DEED DATED FEBRUARY 28, 1891, RECORDED IN BOOK 31 OF DEEDS, AT PAGE 465, MONTEREY COUNTY RECORDS AND THAT PORTION OF SAID 13.52 ACRES TRACT OF LAND CONVEYED BY J. H. ANDERSON, ET AL, TO MARTIN IVERSON, ET UX, BY DEED DATED APRIL 1, 1921, RECORDED IN BOOK 180 OF DEEDS, AT PAGE 415, MONTEREY COUNTY RECORDS, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE COMMON BOUNDARY BETWEEN THE SAID MARTIN IVERSON TRACT AND THAT CERTAIN LOT CONVEYED BY MARTIN IVERSON TO HASAMI EZAKI BY DEED DATED APRIL 12, 1928, RECORDED IN BOOK 308 OF OFFICIAL RECORDS, AT PAGE 175, FROM WHICH THE COMMON CORNER OF THE SAID MARTIN IVERSON AND HASAMI EZAKI LOT IN THE NORTHERLY LINE OF LAKE STREET BEARS S. 9° 10' 30" E., 75.01 FEET, WHICH CORNER BEARS ALONG THE SAID STREET LINE N. 80° 25' E., 139.92 FEET; THENCE FROM SAID PLACE OF BEGINNING, FOLLOWING THE ABOVE MENTIONED COMMON BOUNDARY.

(1) N. 9° 10' 30" W., 40.09 FEET; THENCE LEAVING SAID BOUNDARY LINE

(2) N. 80° 25' E., 50.0 FEET; THENCE

(3) S. 9° 10' 30" E., 40.09 FEET; THENCE

(4) S. 80° 25' W., 50.0 FEET TO THE PLACE OF BEGINNING.

PARCEL TWO: (APN: 003-131-014)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LAKE STREET, DISTANT S. 80° 25' W., 275.99 FEET ALONG SAID LINE OF LAKE STREET FROM THE POINT OF INTERSECTION THEREOF WITH THE WESTERLY LINE OF SHERWOOD STREET (NOW KNOWN AS CALIFORNIA STREET) AS SAID STREETS ARE SHOWN ON THAT CERTAIN MONTEREY COUNTY HOUSING AUTHORITY MAP FILED IN THE OFFICE OF THE RECORDER OF MONTEREY COUNTY, STATE OF CALIFORNIA, FILED APRIL 22, 1952, IN MAP BOOK FOUR OF SURVEYS, AT PAGE 96, SAID POINT OF BEGINNING BEING ALSO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED IN THE DEED FROM KIKUO R. ENOO AND LILY MINAMI ENDO, HIS WIFE, TO LEON DE ASIS AND NORA DE ASIS, HIS WIFE, IN JOINT TENANCY, RECORDED JUNE 7, 1955, IN BOOK 1622 OF OFFICIAL RECORDS, AT PAGE 288, AND RUNNING THENCE FROM SAID POINT OF BEGINNING N. 9° 35' W., 75.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LAST MENTIONED PARCEL OF LAND; SAID POINT BEING ALSO IN THE SOUTHERLY LINE OF THAT CERTAIN PARCEL (2) DESCRIBED IN THE DECREE QUIETING TITLE ENTERED IN THE MATTER OF HOUSING AUTHORITY OF THE COUNTY OF MONTEREY, A BODY CORPORATE AND POLITIC, PLAINTIFF, VS. ALL PERSONS UNKNOWN, DATED AUGUST 19, 1952, RECORDED AUGUST 19, 1952 IN BOOK 1399 OF OFFICIAL RECORDS, AT PAGE 580, MONTEREY COUNTY RECORDS; THENCE ALONG SAID LAST MENTIONED LINE N. 80° 25' E., 50.00 FEET TO A POINT; THENCE LEAVE SAID LAST MENTIONED LINE AND RUNNING S. 9° 35' E., 75.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LAKE STREET; THENCE ALONG SAID STREET LINE S. 80° 25' W., 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL THREE: (APN: 003-131-016)

THAT CERTAIN 10,868 SQUARE FOOT PARCEL OF LAND SHOWN ON THE MAP ENTITLED "RECORD OF SURVEY OF A.P. 3-131-14 AND 15, RANCHO EL SAUSAL, CITY OF SALINAS, MONTEREY COUNTY, CALIFORNIA", ETC., FILED FOR RECORD FEBRUARY 28, 1963 IN VOLUME X-3 OF SURVEYS AT PAGE 50, MONTEREY COUNTY RECORDS.

EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED FROM ANITA NERSON HEAD, ET AL, TO LEON DE ASIS ET UX, DATED JUNE 4, 1960 AND RECORDED JULY 12, 1960 IN BOOK 2069 AT PAGE 178, OFFICIAL RECORDS OF SAID MONTEREY COUNTY.

APN 003-131-012

EXHIBIT B

ACCEPTANCE OF THE SUBLEASED PREMISES

I _____(NAME), the _____ (POSITION OR TITLE), representing Victor Mission have inspected the offices and common grounds at 115, 119, and 125 East Lake Street, Salinas California, leased by the City of Salinas. I have determined that this building and property will be suitable for my business practices, and I hereby accept the Subleased Premises in “as-is, where-is” condition.

Signature: _____ Date _____

EXHIBIT C

INSURANCE REQUIREMENTS

Subtenant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Subtenant, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (**ISO CG 25 03 or 25 04**) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subtenant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subtenant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, **CG 20 26, CG 20 33, or CG 20 38**; and CG 20 37 if a later edition is used).

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Subtenant hereby grants to City a waiver of any right to subrogation which any insurer of said Subtenant may acquire against the Entity by virtue of the payment of any loss under such insurance. Subtenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Verification of Coverage

Subtenant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Subtenant’s obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.