

**SAN DIEGO UNIFIED PORT DISTRICT**

**SUBLEASE SUMMARY  
FOR SUBLEASES OF FIVE YEARS OR LESS (INCLUDING OPTIONS)**

Please complete all of the information requested in this Sublease Summary and return it to the District. Please *do not* submit a copy of the Sublease document itself.

THIS SUBLEASE SUMMARY COVERS A (check one):

- \_\_\_\_\_ New Sublease
- \_\_\_\_\_ Sublease Amendment
- \_\_\_\_\_ Renewal of an existing Sublease
- \_\_\_\_\_ Assignment of an existing Sublease  
from \_\_\_\_\_ (name of existing Sublessee)  
effective \_\_\_\_\_ (date)

**MASTER LEASE INFORMATION**

- 1. Name of District's Lessee:  
\_\_\_\_\_
- 2. Mailing address:  
\_\_\_\_\_  
Street Address or P.O. Box  
\_\_\_\_\_  
City, State, Zip Code
- 3. Telephone No.: (\_\_\_\_\_) \_\_\_\_\_
- 4. Facsimile No.: (\_\_\_\_\_) \_\_\_\_\_
- 5. Name of person completing this form: \_\_\_\_\_

**SUBLEASE INFORMATION**

- 1. Name of (proposed) Sublessee:  
\_\_\_\_\_
- 2. Location of area to be subleased:  
\_\_\_\_\_  
(e.g., street address and suite number,  
or attach a drawing with sublease area  
outlined in red)
- 3a. List ALL uses permitted under Sublease. Please be specific.  
\_\_\_\_\_  
\_\_\_\_\_

3b. If Sublease is for a charter operation, list for each vessel:

Name of vessel \_\_\_\_\_

Size of vessel \_\_\_\_\_

Number of passengers permitted to be carried for each vessel \_\_\_\_\_

4. **Total** term of Sublease (including options): \_\_\_\_\_ Yrs. \_\_\_\_\_ Mos.

Commencement date: \_\_\_\_\_

Expiration date (at conclusion of all options): \_\_\_\_\_

Number of options to renew, if any, and duration of each option: \_\_\_\_\_

5. Area covered by Sublease:

Land \_\_\_\_\_ sq. ft.                      Buildings \_\_\_\_\_ sq. ft.

Water \_\_\_\_\_ sq. ft.                      Piers \_\_\_\_\_ lin. ft.

6. Rent provisions of Sublease for the entire term:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Sublessee intends to operate the business as a:

( ) Sole Proprietorship      ( ) Partnership      ( ) Corporation

( ) Limited Liability Company      Other \_\_\_\_\_.

The Sublessee's owner(s) and each owner's percentage ownership are as follows:

OWNER	Ownership %

Date this Summary completed: \_\_\_\_\_, \_\_\_\_\_.

The information furnished in and with this Sublease Summary is true, complete, and correct to the best of our knowledge. The Sublease complies with, and is subject and subordinate to, all of the terms and conditions of the District's Master Lease. We understand and agree to be bound by the conditions set forth on pages 4, 5 and 6 of this Sublease Summary.

DISTRICT'S LESSEE

SUBLESSEE

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

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

Thank you for taking the time to complete the Sublease Summary. Lessees may contact District Real Estate if they have any questions. Please return the completed Sublease Summary to:

REAL ESTATE  
SAN DIEGO UNIFIED PORT DISTRICT  
POST OFFICE BOX 120488  
SAN DIEGO, CA 92112-0488

TEL. (619) 686-6291  
FAX. (619) 686-6297

## **SAN DIEGO UNIFIED PORT DISTRICT**

### **CONDITIONS WHICH ARE BINDING ON SUBLEASES OF FIVE YEARS OR LESS**

1. The Sublease shall not be modified or amended without prior written consent of the District in each instance, nor shall Sublessee be permitted to holdover upon termination of the Sublease. Upon request, Lessee shall furnish District with a copy of the executed Sublease document(s).
2. Lessee shall continue to pay monthly rent to the San Diego Unified Port District as provided for in the Master Lease, including any percentage rent(s) applicable to Sublessee's gross income. In calculating the rent to the District, the Master Lease shall control and, in particular and without limitation, gross income shall be determined as defined by said Master Lease, any provisions in the Sublease notwithstanding.
3. Unless otherwise directed by District, Lessee shall require Sublessee to keep books, records, reports of sales, and financial statements in a like manner as such are required by provisions of the Master Lease. All said books, records, reports of sales, and financial statements shall be made available to the auditors of the District in San Diego County.
4. Lessee shall not further sublease or permit any occupancy or assignment of any interest in the leased or Subleased Premises or, any part thereof, without the prior written consent of the District in each instance, in accordance with the provisions contained in the Master Lease.
5. If Sublessee is a corporation, Sublessee shall not assign or transfer the whole or any part of this Sublease or any interest therein; nor further sublease or contract for the management or operation of the whole or any part of the Subleased Premises; nor permit transfer of the Sublease or possession of the Subleased Premises by merger, consolidation or dissolution of Sublessee; nor permit hypothecation, pledge, encumbrance, transfer or sale, voluntary or involuntary, in whole or in part, of this Sublease or any interest therein; nor permit the occupancy of the whole or any part of the Subleased Premises by any other person or entity; nor permit assignment, hypothecation, dissolution, change, pledge, encumbrance, transfer or sale, voluntary or involuntary, of a controlling interest in the voting stock of Sublessee; nor permit the transfer of the Sublease or possession of the Subleased Premises by any changes in the respective interests of the stockholders of Sublessee without prior written consent of the District in each instance. It is mutually agreed that the personal qualifications of the parties controlling the corporation named herein as Sublessee are a part of the consideration for the District consenting to the Sublease, and said parties do hereby specifically agree to maintain active control and supervision of the operations conducted on the Subleased Premises. No assignment, transfer, hypothecation, pledge, encumbrance, sale or occupancy, voluntary or involuntary, in whole or in part of the Sublease or any interest therein, and no further sublease of the whole or any part of the Subleased Premises and no permission to any person to occupy the whole or any part of the Subleased Premises, shall be valid or effective without written consent of the District; provided, however, that nothing herein contained shall be construed to prevent the occupancy of said Subleased Premises by an employee or business invitee of Sublessee.

6. If Sublessee is a partnership, Sublessee shall not assign or transfer the whole or any part of this Sublease or any interest therein; nor further sublease or contract for the management or operation of the whole or any part of the Subleased Premises; nor permit transfer of the Sublease or possession of the Subleased Premises by merger, consolidation or dissolution of Sublessee; nor permit hypothecation, pledge, encumbrance, transfer or sale, voluntary or involuntary, in whole or in part, of this Sublease or any interest therein; nor permit the occupancy of the whole or any part of the Subleased Premises by any other person or entity; nor permit assignment, hypothecation, withdrawal, admittance, dissolution, change, pledge, encumbrance, transfer or sale, in whole or in part, including without limitation, as a result of an election or action by the parties comprising Sublessee, whether voluntary or involuntary, by operation of law or otherwise, of the Sublessee or the general partner(s) of Sublessee; nor permit the transfer of the Sublease or possession of the Subleased Premises by any changes in the general partner(s) of Sublessee, including without limitation, any withdrawal, admittance or change, whether voluntary, involuntary, by operation of law or otherwise without prior written consent of the District in each instance. It is mutually agreed that the personal qualifications of the parties controlling Sublessee, specifically including, but not limited to, the general partner(s), are a part of the consideration for the District consenting to the Sublease and said parties do hereby specifically agree to, except as prohibited as a result of death or disability, maintain active control and supervision of the operations conducted on the Subleased Premises. No assignment, transfer, hypothecation, pledge, encumbrance, sale or occupancy, voluntary or involuntary, in whole or in part of the Sublease, or any interest therein, and no further sublease of the whole or any part of the Subleased Premises and no permission to any person to occupy the whole or any part of the Subleased Premises, shall be valid or effective without written consent of the District in each instance; provided, however, that nothing herein contained shall be construed to prevent the occupancy of said Subleased Premises by an employee or business invitee of Sublessee.
  
7. If Sublessee is a limited liability company, Sublessee shall not assign or transfer the whole or any part of this Sublease or any interest therein; nor further sublease or contract for the management or operation of the whole or any part of the Subleased Premises; nor permit transfer of the Sublease or possession of the Subleased Premises by merger, consolidation, or dissolution of Sublessee; nor permit hypothecation, pledge, encumbrance, transfer or sale, voluntary or involuntary, in whole or in part, of this Sublease or any interest therein; nor permit the occupancy of the whole or any part of the Subleased Premises by any other person or entity; nor permit assignment hypothecation, withdrawal, admittance, dissolution, change, pledge, encumbrance, transfer or sale, voluntary or involuntary, of any interest of a member's managing interests, limiting interests or membership interests; nor permit the transfer of the Sublease or possession of the Subleased Premises by any changes in the respective interests of the parties comprising Sublessee without prior written consent of the District in each instance. It is mutually agreed that the personal qualifications of the parties controlling Sublessee, specifically including, but not limited to, members of the limited liability company, are a part of the consideration for the District granting consent for this Sublease and said parties do hereby specifically agree to maintain active control and supervision of the operations conducted on the Subleased Premises. No assignment, transfer, hypothecation, pledge, encumbrance, sale or occupancy, voluntary or involuntary, in whole or in part of the Sublease or any interest therein, and no further sublease of the whole or any part of the Subleased Premises and no permission to any person to occupy

the whole or any part of the Subleased Premises, shall be valid or effective without written consent of the District in each instance; provided, however, that nothing herein contained shall be construed to prevent the occupancy of said Subleased Premises by an employee or business invitee of Sublessee.

8. In the event a rent review under the Master Lease occurs during the term of the Sublease, or the rent due under the Master Lease is otherwise changed for any reason, then the rent Lessee shall pay District for the Subleased Premises shall be adjusted from time to time in accordance with the rent provisions contained in the Master Lease. Lessee shall provide for a like adjustment of rent in the Sublease.
9. By consenting to this Sublease, the District is not consenting to any changes or modifications to any of the terms, covenants, and conditions of the Master Lease. The Sublease shall be, and remain, subject and subordinate to the terms, covenants, and conditions of the Master Lease, and furthermore, in the event of any conflict or inconsistency between the Sublease and the Master Lease, the provisions of the Master Lease shall govern and prevail. The District has not reviewed the terms and conditions of the Sublease document, and shall not at any time be a party to said Sublease or be in privity with said Sublessee.
10. The Sublease shall not permit improvements which are estimated to cost in excess of \$100,000, or which will cause a significant change in the silhouette or appearance of the area.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS “*CONDITIONS WHICH ARE BINDING ON SUBLEASES OF FIVE YEARS OR LESS,*” AND UNTIL FURTHER NOTICE, THE DISTRICT’S CONSENT FOR THE SUBLEASE COVERED BY THIS SUBLEASE SUMMARY IS DEEMED GRANTED UNLESS THE DISTRICT NOTIFIES THE MASTER LESSEE IN WRITING THAT CONSENT IS DENIED. THE DISTRICT’S DENIAL OF CONSENT SHALL EITHER BE SERVED PERSONALLY ON LESSEE OR SENT TO LESSEE BY CERTIFIED MAIL NOT LATER THAN THIRTY (30) DAYS FOLLOWING THE DISTRICT’S RECEIPT OF THIS SUBLEASE SUMMARY.**