

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
RENDEZVOUS ENTERPRISES INC.  
(DOING BUSINESS AS RENDEZVOUS MUSIC & VENDING)  
FOR FISCAL YEARS 2025-2026 THROUGH 2027-2028**

This Agreement, entered into this 1<sup>st</sup> day of November 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Rendezvous Enterprises, Inc. (doing business as Music & Vending), a California corporation, hereinafter referred to as “CONCESSIONER,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Aviation (“County”) desires to retain a qualified professional to develop, implement and support an all-inclusive Airport Vending Machine Concessions to provide a variety of grab-and-go snack and food selections, hot and cold beverage options, ATM machine, miscellaneous traveling needs and souvenirs to the traveling public in the ACV main terminal and the Transportation Security Administration (TSA) holding secure area of the California Redwood Coast – Humboldt County Airport (ACV) in accordance with all federal, state, and local requirements (“Airport Vending Machine Concessions”) at the California Redwood Coast – Humboldt County Airport; and seeking snack and beverage options at its Murray Field (EKA) and Rohnerville (FOT) airport terminals; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONCESSIONER represents that it is adequately trained, skilled, experienced and qualified to perform airport food and beverage vending machine concession services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONCESSIONER hereby agrees to provide vending machine concessions at the California Redwood Coast – Humboldt County (ACV), Murray Field (EKA), and Rohnerville (FOT) airports as described in Exhibit E – Concession Machine(s) Placed on Lease Premises. In providing such services, CONCESSIONER agrees to comply with obligations as set forth in Section 5. CONCESSIONER Obligations, and fully cooperate with the Director of Aviation, or a designee thereof.

2. TERM:

This Agreement shall begin November 1, 2025, and shall remain in full force and effect until June 30, 2028, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONCESSIONER fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal

law, regulation or standard applicable to its performance hereunder.

- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONCESSIONER shall be entitled to compensation for uncompensated services provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONCESSIONER.

#### 4. CONCESSION FEES AND CONSIDERATION:

CONCESSIONER shall pay to COUNTY a concession fee for the rights and privileges herein granted as follows:

- A. Rent. Commencing on the date last signed by the parties, CONCESSIONER shall pay rent consisting of a monthly sum calculated on the basis of One Dollar and Seventy-Five Cents (\$1.75) per square foot for rental terminal space. This rate will be adjusted annual by the Consumer Price Index for All Urban Customers (CPI-U) for the West Region, published by the Bureau of Labor Statistics.
- B. Terminal Facility Space. CONCESSIONER has been assigned an aggregate total of 141 square feet of permanent and temporary terminal space at the California Redwood Coast – Humboldt County Airport (ACV), Murray Field Airport (EKA) and Rohnerville Airport (FOT) as described below.
  - a. Permanent Assigned Terminal Facility Space. CONCESSIONER has been assigned 83 square feet of terminal facility space at ACV, as described below. See Exhibit A – Diagram of Leased Premises.
    - i. Non-Secure Terminal Alcove Across from Staircase: 14 square feet.
    - ii. Non-Secure Terminal Wall Near Baggage Claim: 29 square feet.
    - iii. Secure Hold TSA Vending Near Business Center: 40 square feet.
  - b. Temporary Assigned Terminal Facility Space. CONCESSIONER has been assigned 58 square feet of terminal facility space at EKA (Exhibit B) and FOT (Exhibit C), as described below, for a six (6) month trial period from November 1, 2025, through April 30, 2026.
    - i. EKA Pilot’s Lounge: 29 square feet.
    - ii. FOT Pilot’s Lounge: 29 square feet.
    - iii. CONCESSIONER will provide COUNTY with monthly spoilage reports by the 10<sup>th</sup> of the month following the reporting month, detailing quantity and cost of any spoilage at EKA or FOT.
    - iv. If CONCESSIONER’s spoilage reports reflect \$10.00 or more in food or beverage spoilage at EKA or FOT, CONCESSIONER will remove vending machines from the location where spoilage occurred.
    - v. If CONCESSIONER’s spoilage reports reflect less than \$10.00 in food or beverage spoilage at EKA or FOT during the trial period, vending machines will remain at the location(s) for remainder of the term of this Agreement.
- C. Gross Receipts. For each calendar month during this Agreement, CONCESSIONER shall pay

to COUNTY an on-airport concession fee equal to ten percent (10%) of CONCESSIONER's gross receipts. Concession fees are due by the 10<sup>th</sup> day of each following month.

- a. "Gross Receipts" means all revenues which CONCESSIONER receives in cash or credit under rental transactions it secures through its operations at one of COUNTY's airports.
- b. There must be no deductions to gross receipts for the payment of franchise taxes, sales and excise taxes, or taxes levied on concessions activities, facilities, equipment, or real or personal property of CONCESSIONER.
- c. CONCESSIONER shall report all income, both cash and credit, in its monthly statements of gross receipts. Payments shall be accompanied by a written statement showing, in a manner satisfactory to COUNTY, the manner in which the gross receipts were calculated.

- D. Place and Manner of Payment. CONCESSIONER shall make payment in legal tender of the United States of America at the office of the COUNTY's Department of Aviation, as follows:

Attention: Accounts Receivable  
3561 Boeing Avenue, Room #206A  
McKinleyville, CA 95519

- E. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONCESSIONER, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONCESSIONER. CONCESSIONER shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. CONCESSIONER OBLIGATIONS:

- A. Use of Premises. COUNTY hereby grants CONCESSIONER the non-exclusive use of the terminal to operate and maintain vending machines in the locations as shown on Exhibit A, Exhibit B, and Exhibit C.
- a. CONCESSIONER shall ensure that the vending machines are kept stocked. Fully stocked is hereby defined as having a minimum of three (3) individually packaged items in each column/row intersection of each vending machine.
  - b. CONCESSIONER shall ensure that all of the vending products are not expired. CONCESSIONER will not place individually packaged products marked not for individual (re)sale in the vending machines.
  - c. CONCESSIONER shall clearly post instructions for reimbursement in the event of vending machine malfunction.
  - d. CONCESSIONER shall clearly mark reasonable prices for all items sold in vending machines.
- B. Access to Airport Secure Areas. CONCESSIONER acknowledges that certain areas of the premises are designated as TSA-secure and subject to federal security regulations. COUNTY staff with a valid Security Identification Display Area (SIDA) badge issued by the Department of Aviation shall inspect all products before entering any TSA-secure area. CONCESSIONER employees shall not enter any TSA-secure area unless:

- a. Escorted by authorized COUNTY staff with a valid Security Identification Display Area (SIDA) badge issued by the Department of Aviation; or
  - b. Displaying a valid Security Identification Display Area (SIDA) badge issued by the Department of Aviation.
- C. Quality Assurance Capabilities. CONCESSIONER will provide COUNTY with its quality assurance program written policies and procedures regarding quality control, which includes, at a minimum, all the following information:
- a. Product packaging.
  - b. Stocking rotation procedures and stocking schedule.
  - c. Product shelf life and expiration tracking mechanisms.
  - d. Temperature controls and machine calibration.
  - e. Cleaning and sanitation schedule, and inspection schedule.
  - f. Preventative maintenance schedule.
  - g. Food spoilage tracking mechanism.
- D. Parking. CONCESSIONER and/or CONCESSIONER's employee(s) shall not park their vehicles in restricted areas. CONCESSIONER shall be responsible for collecting parking permit, building keys, and/or COUNTY identification badges upon termination of CONCESSIONER's employee(s).
- E. Airport Maintenance, Repair, and Improvements. During the term of this Agreement or any extensions thereof and subject to the limitations within, COUNTY shall maintain leased premises in a good repair and tenantable condition so as to minimize breakdowns and lost of CONCESSIONER's use of the leased premises caused by deferred or inadequate maintenance. COUNTY shall be responsible for all maintenance and repairs to leased premises, including, but not limited to, the interior and exterior of the building, landscaping, parking lot, heating and cooling system, and window glass.

CONCESSIONER shall be responsible for the following:

- a. Any improvements to the leased premises. Improvements necessary for CONCESSIONER's use of the leased premises shall be conducted by a California licensed contractor. Improvement plans shall be submitted to the Director of Aviation for signed approval of the improvement plans prior to CONCESSIONER hiring a contractor.
  - b. Any repairs, maintenance, or damage to vending machines and/or the COUNTY premises due to theft/attempted theft of vending machines. Repairs necessary for damage of the leased premises or COUNTY premises due to theft/ attempted theft shall be conducted by a California licensed contractor. Repair plans shall be submitted to the Director of Aviation for signed approval of the repair plans prior to CONCESSIONER hiring a contractor.
  - c. Any repairs or damage to the leased premises or COUNTY premises caused intentionally or by negligence of CONCESSIONER, its personnel, subcontractors, or customers, including when relocating, removing or installing vending machines. Repairs necessary for CONCESSIONER's intentional or negligent damage of the leased premises or COUNTY premises shall be conducted by a California licensed contractor. Repair plans shall be submitted to the Director of Aviation for signed approval of the repair plans prior to CONCESSIONER hiring a contractor.
- F. Janitorial Service. CONCESSIONER shall provide janitorial service to vending machine

interior and exterior, and within the vending alcoves. CONCESSIONER shall ensure that any food or beverage which spills or leaks inside or on vending machines shall be cleaned up at the time of stock replenishment/ rotation of the affected machine; or sooner if notified by COUNTY. CONCESSIONER shall maintain its own cleaning detergents, solvents and/or tools off COUNTY property. COUNTY shall be responsible for janitorial services to the overall COUNTY property. COUNTY may provide janitorial services to the leased premises as funding and personnel permit.

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Aviation  
Attention: Administration Office  
3561 Boeing Avenue, Room #206A  
McKinleyville, California 95519

CONCESSIONER: Rendezvous Enterprises Inc. (dba Rendezvous Music & Vending)  
Attn: Andrew Cleveland  
106 G Street  
Eureka, California 95501

7. REPORTS:

CONCESSIONER hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONCESSIONER shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONCESSIONER hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONCESSIONER, and its Subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder.

CONCESSIONER hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONCESSIONER further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONCESSIONER's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONCESSIONER hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONCESSIONER's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONCESSIONER shall cooperate with a corrective action plan, if deficiencies in CONCESSIONER's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONCESSIONER's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONCESSIONER hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE :

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONCESSIONER, and its Subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONCESSIONER further assures that it, and its Subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONCESSIONER certifies that it is not a Nuclear Weapons Concessioner, in that CONCESSIONER is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONCESSIONER hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Concessioner as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONCESSIONER subsequently becomes a Nuclear Weapons Concessioner.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONCESSIONER certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*) by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:

1. The dangers of drug abuse in the workplace;
2. CONCESSIONER's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder shall:

1. Receive a copy of CONCESSIONER's Drug-Free Policy Statement; and
2. Agree to abide by CONCESSIONER's Drug-Free Policy as a condition of employment.

D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

#### 14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONCESSIONER shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONCESSIONER's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONCESSIONER from liability under this provision. This provision shall apply to all claims for damages related to CONCESSIONER's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

#### 15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONCESSIONER is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

A. General Insurance Requirements. Without limiting CONCESSIONER's indemnification obligations set forth herein, CONCESSIONER, and its Subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT or its agents, officers, directors, employees, licensees, invitees, assignees or Subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONCESSIONER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONCESSIONER shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONCESSIONER's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONCESSIONER's insurance and will not be used to contribute therewith.
5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
6. CONCESSIONER shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONCESSIONER does not keep all required

policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONCESSIONER under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONCESSIONER shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

- C. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt  
Attention: Risk Management  
825 Fifth Street, Room 131  
Eureka, California 95501

CONCESSIONER: Rendezvous Enterprises Inc. (dba Rendezvous Music & Vending)  
Attn: Andrew Cleveland  
106 G Street  
Eureka, California 95501  
[andy@rendezvousmusicandvending.com](mailto:andy@rendezvousmusicandvending.com)

#### 16. RELATIONSHIP OF PARTIES:

- A. It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONCESSIONER shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONCESSIONER shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and Subcontractors.

#### 17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONCESSIONER hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, any and all applicable requirements set forth in Exhibit D – AIP-Required Federal Clauses, which is attached hereto and incorporated herein by reference as if set forth in full.
- B. Licensure Requirements. CONCESSIONER hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. CONCESSIONER hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. CONCESSIONER hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated and agreed upon by each party hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONCESSIONER in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONCESSIONER. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONCESSIONER shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. STANDARD OF PRACTICE:

CONCESSIONER warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONCESSIONER's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONCESSIONER shall become the property of COUNTY. However, CONCESSIONER may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONCESSIONER shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONCESSIONER shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

CONCESSIONER shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONCESSIONER shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third

parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3.D. – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of

the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**RENDEZVOUS ENTERPRISES, INC.:**

By: 

Date: 9/22/25

Name: ANDY CLEVELAND

Title: GM / PARTNER

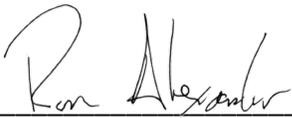
By: 

Date: 9/29/25

Name: Shellie Donich

Title: Admin / Treas.

**COUNTY OF HUMBOLDT:**

By:   
Humboldt County Purchasing Agent  
County of Humboldt

Date: 10/15/2025

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Oakley, Jennifer Digitally signed by Oakley, Jennifer  
Date: 2025.10.07 14:49:39 -07'00'  
Risk Management

Date: 10/07/2025

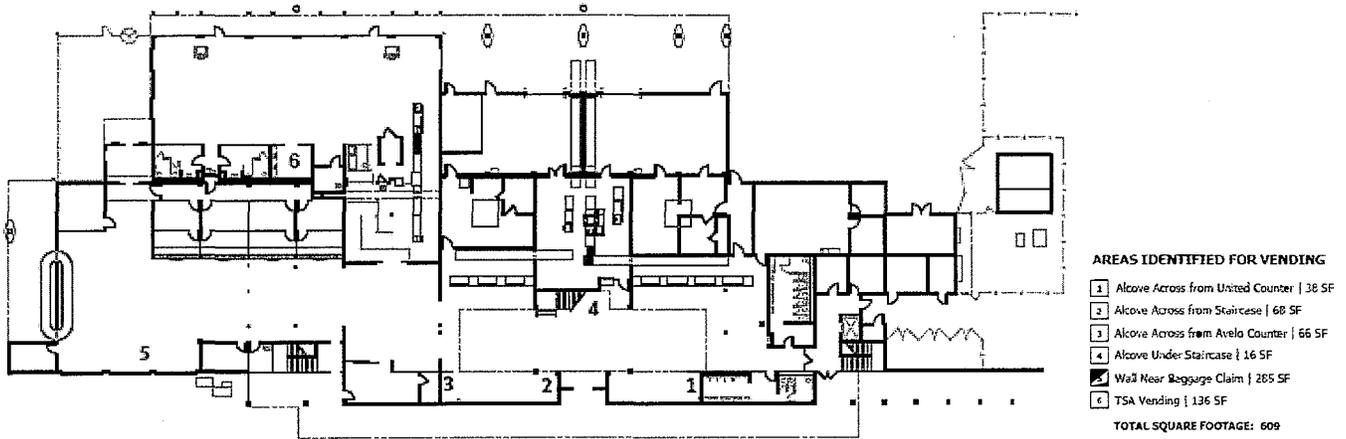
**LIST OF EXHIBITS:**

- Exhibit A –Diagram of Leased Premises (ACV)
- Exhibit B – Diagram of Leased Premises (EKA)
- Exhibit C – Diagram of Leased Premises (FOT)
- Exhibit D – FAA Use and Lease Agreement
- Exhibit E – Concession Machine(s) Placed on Lease Premises

**EXHIBIT A  
DIAGRAM OF LEASED PREMISES**

Rendezvous Enterprises, Inc. (doing business at Rendezvous Music & Vending)  
Project: **HUMBOLDT COUNTY AIRPORT VENDING MACHINE CONCESSIONS**

Airport: California Redwood Coast – Humboldt County Airport (ACV)



**Rendezvous Enterprises, Inc. Leased Premises**

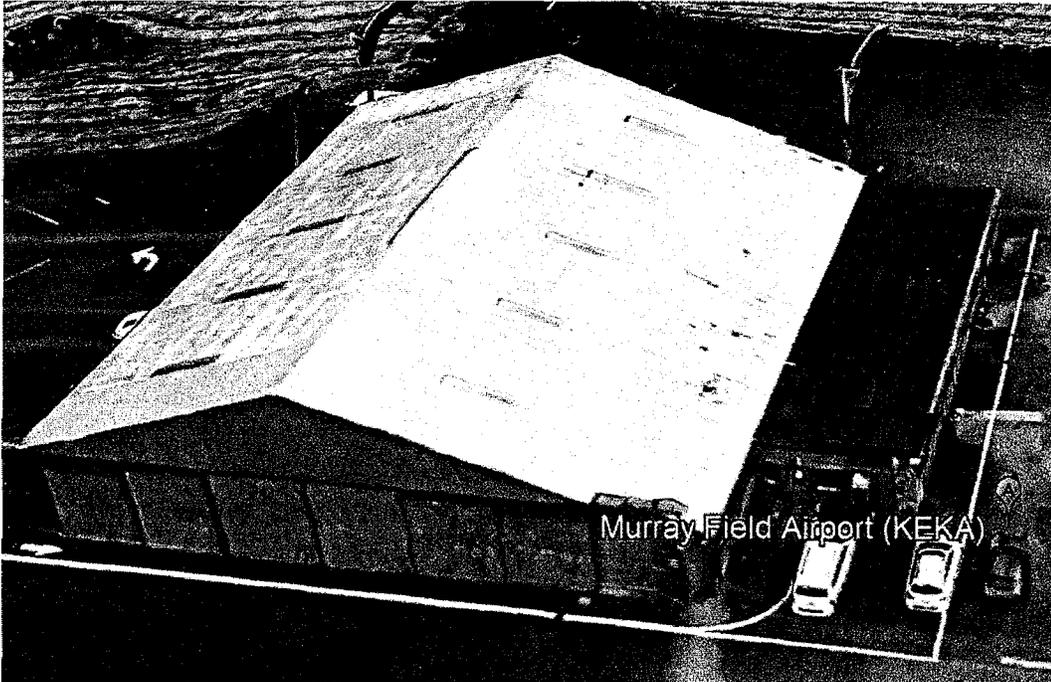
- 2 Alcove Across from Staircase: 68 SF
- 5 Wall Near Baggage Claim: 90 SF
- 6 TSA Vending: 136 SF

**TOTAL LEASED SQUARE FOOTAGE: 136**

**EXHIBIT B**  
**DIAGRAM OF LEASED PREMISES**

Rendezvous Enterprises, Inc. (doing business at Rendezvous Music & Vending)  
Project: **HUMBOLDT COUNTY AIRPORT VENDING MACHINE CONCESSIONS**

Airport: Murray Field Airport (EKA)



**Rendezvous Enterprises, Inc. Leased Premises**

Pilot's Lounge: 90 SF

**TOTAL EKA LEASED SQUARE FOOTAGE: 90**

**EXHIBIT C**  
**DIAGRAM OF LEASED PREMISES**  
Rendezvous Enterprises, Inc. (doing business at Rendezvous Music & Vending)  
Project: **HUMBOLDT COUNTY AIRPORT VENDING MACHINE CONCESSIONS**

Airport: Rohnerville Airport (FOT)



**Rendezvous Enterprises, Inc. Leased Premises**

Pilot's Lounge: 90 SF

**TOTAL EKA LEASED SQUARE FOOTAGE: 90**

## EXHIBIT D

### FAA USE AND LEASE AGREEMENT

Rendezvous Enterprises, Inc. (doing business at Rendezvous Music & Vending)

Project: **HUMBOLDT COUNTY AIRPORT VENDING MACHINE CONCESSIONS**

#### DEFINITIONS (FOR INFORMATION PURPOSES ONLY)

**Aeronautical Activities:** Any activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted at airports, include but are not limited to air taxi and charter operations, scheduled and nonscheduled air carrier services, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, aircraft sales and services, aircraft storage, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, parachute, glider, balloon or ultra-light activities and any other activities which, because of their direct relationship to the operation of aircraft, can appropriately be regarded as aeronautical activities.

**Non-aeronautical activities:** These include but are not limited to ground transportation (taxis, car rentals, limousines), restaurants, barber shops, auto parking lots, non-aviation businesses, recreational facilities and any other commodities, services, or accommodations made available to the general public that are of a non-aeronautical nature.

**Assurance:** A provision contained in a federal grant agreement with which the recipient of federal airport development assistance has voluntarily agreed to comply in consideration of the assistance provided.

**Exclusive Right:** A power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An exclusive right can be conferred by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an exclusive right.

**Federal Obligation:** Used in the context of a federal grant program, federal airport development assistance, land transfers, or other federal aid. It refers to an airport sponsor's legal duty and responsibility to comply with the terms of conveyance instruments and grant agreements.

**Minimum Standards:** The qualifications or criteria which may be established by an airport owner as the minimum requirements that must be met by businesses engaged in on-airport aeronautical activities for the right to conduct those activities.

**Revenue Diversion:** The use of airport revenue for purposes other than the capital or operating cost of the airport, the local airport system, or other local facilities owned or operated by the airport owner or operator and directly and substantially related to the air transportation of passengers or property.

**Self-Sustaining:** The requirement to maintain a schedule of charges for use of the airport which will make the airport as self-sustaining as possible under the circumstances existing at the airport.

- a. For aeronautical users, reasonable rates and charges that reflect the sponsor's cost of providing aeronautical services and facilities are satisfactory.
- b. For non-aeronautical users, rates and charges must be based on the fair market value of the services and facilities provided.

#### PROVISIONS:

1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the

land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The (contractor, tenant, concessionaire, lessee) assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the (tenant, concessionaire, lessee) or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

2. The airport owner/sponsor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or views of the (lessee, licensee, permittee, etc.) and without interference or hindrance.
3. The airport owner/sponsor reserves the right, but shall not be obligated to the (lessee, licensee, permittee), to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the (lessee, licensee, permittee, etc.) in this regard.
4. This (lease, license, permit, etc.) shall be subordinate to the provisions and requirements of any existing or future agreement between the airport owner/sponsor and the United States, relative to the development, operation, or maintenance of the airport. Failure of the (lessee, licensee, permittee) or any occupant to comply with the requirements of any existing or future agreement between the lessor and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of (lessee's, licensee, permittee's) rights hereunder.
5. There is reserved to the airport owner/sponsor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the

(leased, licensed, permitted) premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operating on the airport premises.

6. The (lessee, licensee, permittee) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the (leased, licensed, permitted) premises or in the event of any planned modification or alteration of any present or future building or structure situated on the (leased, licensed, permitted) premises .. This requires the submission of FAA Form 7460-1, Notice of Construction or Alteration to the FAA.
7. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77. In the event the aforesaid covenants are breached, the owner reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the (lessee, licensee, permittee).
8. The (lessee, licensee, permittee) by accepting this (lease, license, permit) agrees for itself, its successors and assigns that it will not make use of the (leased, licensed, permitted) premises in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby (leased, licensed, permitted) and cause the abatement of such interference at the expense of the (lessee, licensee, permittee).
9. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 United States Code 40103(e) and 47107(a)(4).
10. This (lease, licensee, permit) and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.
11. The (lessee, licensee, permittee) will furnish services on a reasonable and not unjustly discriminatory basis to all users, and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
12. The (lessee, licensee, permittee) will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

**EXHIBIT E**

**CONCESSION MACHINE(S) PLACED ON LEASE PREMISES**

Rendezvous Enterprises, Inc. (doing business at Rendezvous Music & Vending)

Project: **HUMBOLDT COUNTY AIRPORT VENDING MACHINE CONCESSIONS**

**EFFECTIVE AS OF 1<sup>ST</sup> DAY OF NOVEMBER 2025**

<b>Machine Name / Description</b>	<b>Unit / Serial Number</b>	<b>Airport / Location</b>
Main Concourse Pepsi Refrigerated vending machine with cold drinks.	2430	ACV Non-Secure Terminal Area (near baggage claim)
Main Concourse Snack Vending machine with snack foods.	1169	ACV Non-Secure Terminal Area (near baggage claim)
Secure Area 7up Refrigerated vending machine with cold drinks.	2363	ACV Secure Hold Area (near business center)
Secure Area Snack Vending machine with snack foods.	1146	ACV Secure Hold Area (near business center)
Refrigerated Food Machine Refrigerated vending machine with food options.	To Be Assigned	ACV Secure Hold Area (near business center)
Travel Supply Machine Vending machine with miscellaneous travel items.	To Be Assigned	ACV Non-Secure Terminal Area (near main terminal entrance)
Cold Drink Machine Refrigerated vending machine with cold drinks.	To Be Assigned	EKA Pilot's Lounge
Snack Machine Vending machine with snack foods.	To Be Assigned	EKA Pilot's Lounge
Cold Drink Machine Refrigerated vending machine with cold drinks.	To Be Assigned	FOT Pilot's Lounge
Snack Machine Vending machine with snack foods.	To Be Assigned	FOT Pilot's Lounge