

**SUBLICENSE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
GARBERVILLE VETERANS ASSOCIATION**

This Agreement is made and entered into this ____ day of _____, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the "Garberville Veterans Association," a non-profit organization, hereinafter referred to as "SUBLICENSEE," is made upon the following considerations:

WHEREAS, COUNTY has a License Agreement for use of the property located at 456 Briceland Road, Redway, California, from the Healy Senior Center of Southern Humboldt, Inc., hereinafter referred to as "LICENSOR;" and

WHEREAS, SUBLICENSEE desires to utilize the premises for a meeting place and COUNTY desires to sublicense the premises described herein to SUBLICENSEE; and

WHEREAS, LICENSOR has consented to and approved COUNTY's proposed sublicense of the premises, subject to all terms of the License Agreement between LICENSOR and COUNTY.

NOW, THEREFORE, it is mutually agreed as follows:

1. PREMISES:

COUNTY hereby sublicenses to SUBLICENSEE, and SUBLICENSEE sublicenses from COUNTY, the main meeting room, and restroom and on-site parking facilities, located at 456 Briceland Road, Redway, California.

2. USE OF PREMISES:

The premises shall be used for the purpose of providing meeting space for SUBLICENSEE, on the second and third Wednesday of each month, between 5:00 pm and 7:00 pm.

3. QUIET ENJOYMENT:

Subject to the provisions of this Agreement, and conditioned upon SUBLICENSEE's performance of its duties and obligations hereunder, COUNTY shall secure to SUBLICENSEE during the term of this Agreement the quiet and peaceful possession of the premises and all rights and privileges appertaining thereto.

4. TERM:

The term of this Agreement shall commence on July 13, 2022, and shall continue on a month-to-month basis until either party gives thirty (30) days written notice of termination to the other party.

5. CONSIDERATION:

The consideration for the use of said premises shall be the benefit to the Veterans of the Garberville area.

////

6. **SMOKING:**

SUBLICENSEE hereby agrees to comply with any and applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which require COUNTY owned, or sublicensed premises to remain smoke free.

7. **UTILITIES:**

SUBLICENSEE hereby agrees to obtain and pay for any and all necessary telephone, internet and data services.

8. **JANITORIAL:**

SUBLICENSEE shall remove all of its personal belongings and place trash in receptacles provided by LICENSOR after each meeting. LICENSOR is responsible for all other janitorial services to the premises pursuant to the terms and conditions of the License Agreement by and between LICENSOR and COUNTY.

9. **MAINTENANCE AND REPAIRS:**

During the term of this Agreement or any extension thereof, SUBLICENSEE shall be responsible for any repairs caused by negligence of SUBLICENSEE's personnel, agents, officers, or invitees and any repairs to SUBLICENSEE's phone, computer or security systems.

10. **IMPROVEMENTS AND ALTERATIONS:**

SUBLICENSEE shall not make any alterations or improvements to the sublicensed premises without the prior written consent of LICENSOR AND COUNTY. Upon termination of this Agreement, SUBLICENSEE shall have the right to remove from the premises any such equipment installed by SUBLICENSEE.

11. **INSTALLATION AND REMOVAL OF TRADE FIXTURES:**

SUBLICENSEE shall not make, cause or permit to be installed and/or affixed to the premises any fixtures, signs or equipment without the prior written consent of LICENSOR and COUNTY. All such fixtures, signs and equipment shall remain the property of SUBLICENSEE and may be removed at any time provided that SUBLICENSEE, at its expense, shall repair any damage caused by such removal.

12. **RIGHT TO ERECT SIGNS:**

Upon LICENSOR'S and COUNTY'S approval, SUBLICENSEE shall have the right to erect and maintain signs upon the premises.

13. **INDEMNIFICATION:**

A. SUBLICENSEE shall hold harmless, defend and indemnify LICENSOR and COUNTY, and their agents, officers, officials, employees, invitees, sublicensees and volunteers, from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, the duties and/or obligations contained herein, except such loss or damage which was caused by the sole

negligence or willful misconduct of LICENSOR or COUNTY, or their agents, officers, officials, employees, invitees, sublicensees or volunteers.

- B. Acceptance of the insurance required by this Agreement shall not relieve SUBLICENSEE from liability under this provision. This provision shall apply to all claims for damages related to SUBLICENSEE'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.

14. INSURANCE REQUIREMENTS:

- A. Without limiting the indemnification obligations set forth herein, each party shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder:

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 One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
 - a. Each party, and its officers, employees, and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of the other party. The coverage shall contain no special limitations on the scope of protection afforded to the other party or its agents, officers, officials, employees and volunteers.
 - b. 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.
 - c. The policies required hereunder shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice, or ten (10) days for non-payment of the premium, to the other party in accordance with the notice requirements set forth herein.
 - d. Any failure to comply with the requirements set forth herein, shall not affect coverage provided to OWNER, its officers, employees or agents.
2. By executing this Agreement, each party certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions in connection with any activities conducted pursuant to the terms and conditions of this Agreement.

- B. 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

SUBLICENSEE: Garberville Veterans Association
Attention: Loren Pancoast, Quartermaster
P.O. Box 133
Garberville, California 955420

16. USE UNLAWFUL OR PREMISES CONDEMNED:

If it becomes unlawful for SUBLICENSEE to conduct its intended operations on the premises, or if a portion of the premises or approaches thereto is condemned by public authority so that it becomes impossible to use the premises, SUBLICENSEE shall have the right at any time thereafter to terminate this Agreement by giving COUNTY seven (7) days notice in writing of such termination.

17. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, SUBLICENSEE certifies that it is not a Nuclear Weapons contractor, in that SUBLICENSEE 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. SUBLICENSEE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if SUBLICENSEE subsequently becomes a Nuclear Weapons Contractor.

18. SUBLICENSEE DEFAULT:

SUBLICENSEE shall be in default of this Agreement if it fails or refuses to perform any material provision of this Agreement that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to SUBLICENSEE. If the default cannot reasonably be cured within ten (10) days, SUBLICENSEE shall not be in default of this Agreement if SUBLICENSEE commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default

19. REMEDIES ON DEFAULT:

COUNTY, at any time after SUBLICENSEE is in default, can terminate this Agreement or can cure the default at SUBLICENSEE's cost. If COUNTY at any time, by reason of SUBLICENSEE's default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from SUBLICENSEE to COUNTY within five (5) days of receiving notice of such sum, and if paid at a later date shall bear interest at the maximum rate COUNTY is permitted by law to charge from the date the sum is paid by SUBLICENSEE until COUNTY is reimbursed by SUBLICENSEE. The remedies set forth in this provision are in addition to, and do not in any manner limit, other remedies set forth in this Agreement.

20. TERMINATION:

COUNTY and SUBLICENSEE reserve the right to terminate this Agreement, upon seven (7) days written notice, for any cause or reason provided by this Agreement itself, or by law, or upon the happening of one or more of the following:

- A. The making by COUNTY or SUBLICENSEE of any general assignment for the benefit of creditors.
- B. The failure of COUNTY or SUBLICENSEE to pay promptly when due all charges, fees, or other payments in accordance with this Agreement.
- C. The failure of COUNTY or SUBLICENSEE to remedy any default, breach or violation of any applicable local, state or federal laws, regulations by COUNTY or SUBLICENSEE or its agents, officers, officials, employees or volunteers.
- D. The violation of any of the provisions of this Agreement.
- E. The premises becomes damaged due to fire, flood, earthquake or any other natural disaster.
- F. Intentionally supplying COUNTY or SUBLICENSEE with false or misleading information or misrepresenting any material fact on its application or documents or in its statement to or before COUNTY or SUBLICENSEE, or intentional failure to make full disclosure on its financial statement or other documents.

21. NOTICE:

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person 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 deemed effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing. Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner set forth herein.

SUBLICENSEE: Garberville Veterans Association
 Attention: Loren Pancoast, Quartermaster
 P.O. Box 133
 Garberville, California 955420

COUNTY: Humboldt County Department of Public Works – Real Property Division
 Attention: Thomas K. Mattson, Director
 1106 Second Street
 Eureka, California 95501

22. ASSIGNMENT:

This Agreement shall not be assigned by either party without the written consent of the other party and LICENSOR.

23. SUBLICENSE MODIFICATION:

This Agreement may be modified only by subsequent written agreement signed by SUBLICENSEE and COUNTY.

24. RELATIONSHIP OF THE PARTIES:

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 agent, servant, employee, partnership, joint

venture or any other similar association. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees and assignees.

25. WAIVER OF BREACH:

The waiver by COUNTY or SUBLICENSEE 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.

26. REMEDY FOR BREACH:

In the event of any breach of this Agreement by SUBLICENSEE or COUNTY, SUBLICENSEE and/or COUNTY shall have all rights and remedies provided by law.

27. SURRENDER OF PREMISES:

At the termination of this Agreement, SUBLICENSEE shall surrender the premises to COUNTY in good condition and repair, except for normal wear and tear. SUBLICENSEE shall be under no obligation to repair or restore the whole or any portion of the premises which may be damaged by reason of fire, earthquake, the elements or other casualty

28. BINDING EFFECT:

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, successors and permitted assigns.

29. JURISDICTION AND VENUE:

This Agreement shall be construed under 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. INTERPRETATION:

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

31. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections 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.

32. SEVERABILITY:

If any provision contained herein is declared by a court of competent jurisdiction to be void or unenforceable as written, the parties intend and desire that such provision be enforced and enforceable to the fullest extent permitted by law and that the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the balance of this Agreement.

////

33. 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.

34. 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 of such amendment.

35. SURVIVAL OF PROVISIONS:

Portions of this Agreement are intended to survive any expiration or termination of this Agreement. Accordingly, all provisions hereof which contemplated performance after any such event shall so survive, as shall all indemnity and restoration obligations, and the right to exercise remedies for default.

36. 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 between 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.

37. COUNTERPARTS:

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, for all purposes.

38. 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 obligation hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first written above.

GARBERVILLE VETERANS ASSOCIATION:

By: Loren A. Pankloast

Date: _____

Name: LOREN A PANKLOAST

Title: QUARTERMASTER

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: 06/12/2022

Risk Management