

**LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
THE GRIND CAFÉ**

This Lease Agreement ("Lease") entered into this 10 day of September, 20 , by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and The Grind Café, a California domestic limited liability company, hereinafter referred to as "LESSEE," is made upon the following considerations:

WHEREAS, COUNTY owns and operates a building known as the Humboldt County Courthouse; and

WHEREAS, COUNTY desires that a Snack Bar be operated for use by its employees and the public at said building; and

WHEREAS, LESSEE desires to operate said Snack Bar; and

WHEREAS, it is deemed mutually desirable by the parties that LESSEE be permitted to operate said Snack Bar; and

WHEREAS, pursuant to Government Code Section 25536, the Board of Supervisors, by a four-fifths vote, may enter into a lease of County property for employee cafeteria purposes without competitive bidding.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby mutually agree as follows:

1. PREMISES:

Subject to the terms and conditions of this Lease, COUNTY hereby leases to LESSEE, and LESSEE leases from COUNTY, approximately 1,406 square feet of that portion of the third floor of the Courthouse, located at Assessor's Parcel Number 001-191-002, commonly referred to as 825 5th Street, Eureka, California, as shown on Exhibit A, which is attached hereto and incorporated herein.

A. Additionally, COUNTY leases to LESSEE all that equipment listed on Exhibit B, which is attached hereto and incorporated herein. Said equipment is to be used only in connection with the use of the above-mentioned Premises and is not to be removed from Premises without first obtaining written approval from COUNTY'S Purchasing Department.

2. USE OF PREMISES:

A. Intended Use. The leased premises shall be used by COUNTY for the purpose of operating as a Snack Bar and all activities incidental thereto at the Humboldt County Courthouse.

B. Access outside of Courthouse hours. COUNTY shall provide LESSEE reasonable access to premises outside of Courthouse hours. Access to the Courthouse outside of business hours will be approved by the Humboldt County Sheriff's Department. LESSEE shall comply with all COUNTY's security measures in order to have access to premises. LESSEE agrees that only authorized employees listed in Section 3I of this lease, shall be permitted to enter premises.

- C. Unusable due to Destruction. In the event the leased premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, LESSEE reserves the right to forthwith terminate this Lease upon written notice within seven (7) days following the date of loss. In the event that the leased premises is destroyed in whole or in part by fire or other casualty, COUNTY shall have the option to rebuild or to terminate this Lease. Such option shall be exercised by COUNTY by providing written notice to LESSEE within seven (7) days following the date of loss. COUNTY's option to rebuild shall not affect LESSEE's right to terminate this Lease as set forth herein.
- D. Unusable due to Illegality or Condemnation. If it becomes unlawful for LESSEE to conduct its intended operations on the premises, or if a portion of the premises thereto is condemned by a public authority to the extent that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises to the extent that the premises becomes impossible to use, LESSEE shall have the right at any time thereafter to terminate this Lease by giving COUNTY seven (7) days advance written notice of such termination.
- E. Unusable for Intended Operations. If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, including, without limitation, flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of COUNTY and LESSEE, LESSEE may terminate this Lease upon seven (7) days written notice to COUNTY. The remedy set forth herein are in addition to, and do not in any manner limit, any other remedies available to LESSEE.

3. OPERATION OF PREMISES:

- A. LESSEE shall operate The Grind at the Courthouse a minimum of seven (7) hours per day from 7:30 a.m. to 2:30 p.m., Monday through Friday, excluding holidays or upon mandated closure by the Board of Supervisors, when the Courthouse is not open for business.
- B. Several areas of the Courthouse are subject to remodeling during the term of this Lease. It is understood by LESSEE that this may result in less business during some stages of the remodeling.
- C. LESSEE is aware that time is of the essence for those with half hour lunches. LESSEE agrees to provide fast, efficient service and to offer a variety of food, including vegetarian and low-fat items. All prices charged for food, goods, and/or services supplied to the public on or from the Premises shall be fair and reasonable, based upon the following considerations:
 - i. The degree of public service involved in the sale of the goods and/or services.
 - ii. The market prices charged by other competing and/or comparable businesses.
 - iii. The reasonableness of the profit margin as related to industry wide profit margins.
- D. LESSEE agrees that the Snack Bar will be operated and managed in a competent and efficient manner at least comparable to other well-managed operations of similar type.
- E. LESSEE shall allow COUNTY'S employees to bring and eat their own food in the dining area of Premises.

- F. LESSEE shall at all times retain active, qualified, competent, and experienced personnel to supervise LESSEE'S operation and shall require them to be properly dressed, clean, courteous, efficient, and neat in appearance at all times.
- G. LESSEE shall not employ any person(s) in or about the Premises who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.
- H. LESSEE will be allowed to shut the Premises down for two (2) weeks per year, at a time to be approved by the Director of Public Works or his designee.
- I. LESSEE shall provide to the Public Works Department, and keep current, a list of supervisory employees and telephone numbers for emergency use.

4. QUIET ENJOYMENT:

Subject to the terms and conditions of this Lease, COUNTY shall secure to LESSEE the quiet and peaceful possession of the premises and all rights and privileges appertaining thereto.

5. TERM OF LEASE:

- A. Initial Term. This Lease shall begin upon execution by both parties hereto and shall remain in full force and effect for a period of two (2) year(s), unless extended or sooner terminated as set forth herein.
- B. Option to Extend Lease Term. This Lease may be extended for two (2) one (1) year terms, upon the same terms and conditions set forth herein, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the end of the initial term or any subsequent two (2) one (1) year extension thereof.

If LESSEE wishes to extend the term, LESSEE shall notify COUNTY in writing ninety (90) days prior to the end of the initial term or extended term. Within thirty (30) days of receipt of such notice, COUNTY shall approve or disapprove extension of the Lease.

- C. Holding Over. Any holdover beyond the term of this Lease shall be a month-to-month tenancy which is subject to all of the terms and conditions set forth herein.

6. RENT:

- A. Monthly Rental Rates. For occupancy and use of the Leased Premises during the Initial Term and any Extension Term, Tenant hereby agrees to pay Landlord rent at a monthly rate of Four Hundred Forty-Five Dollars (\$445.00).
- B. Payment. Rent shall be paid in advance on the first day of each month, except in the event that LESSEE'S occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month. Payment shall be made at the following address or such other place as Landlord may designate in writing to Tenant:

Landlord: County of Humboldt
Dept. of Public Works
1106 Second Street
Eureka, California 95501

- C. Late Fee. If rent is not paid by the tenth (10th) day of each month, it shall be considered delinquent, and LESSEE shall pay to COUNTY an amount equal to ten percent (10%) of the past due amount.
- D. Security Deposit. LESSEE has, prior to commencement of this Lease, deposited with COUNTY, the sum of Five Hundred Dollars (\$500.00) as security for the full and faithful performance of each and every term, provision, covenant, and condition of this Lease. If LESSEE defaults in respect to any of the terms, provisions, covenants, or conditions of this Lease, including but not limited to the payment of any rent, COUNTY may use, apply, or retain the whole or any part of this security deposit for the payment in default or for any other sum which COUNTY may spend or be required to spend by reason of LESSEE'S default. Should LESSEE fully and faithfully comply with all the terms, provisions, covenants, and conditions of this Lease, the security deposit or any balance of the security deposit shall be returned to LESSEE within thirty (30) days of the expiration of the Lease.

7. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Lease, if LESSEE 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 Lease without cause upon ninety (90) days advance written notice which states the effective date of the termination.
- C. Termination due to Insolvency. COUNTY may immediately terminate this Lease, if LESSEE files for bankruptcy, becomes insolvent or makes an assignment of a substantial part of its property for the benefit of creditors.
- D. Termination due to Insufficient Funding. COUNTY's obligations under this Lease are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Lease shall be terminated. COUNTY shall provide LESSEE seven (7) days advance written notice of its intent to terminate this Lease due to insufficient funding.
- E. Termination due to Misrepresentation. COUNTY may immediately terminate this Lease, if LESSEE intentionally provides COUNTY with false or misleading information or misrepresents any material fact on its application or statement to or before COUNTY, or intentionally fails to make full disclosure on its financial statement or other documents.
- F. Surrender of Premises. Upon termination of this Lease, LESSEE shall surrender the premises to COUNTY in good condition and repair, except for normal wear and tear. LESSEE 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.

8. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. Construction Requirements. COUNTY hereby covenants and warrants that the premises have been constructed, and any remodeling done, in accordance with any and all local, state and federal laws, regulations and standards, including, without limitation, the Americans with Disabilities Act.

- B. Licensure, Certification and Accreditation Requirements. LESSEE hereby agrees to comply with any and all applicable licensure, certification and accreditation standards or criteria established by any local, state or federal governmental agency.
- C. Life Safety and Fire Protection Requirements. COUNTY shall supply, install and maintain life, safety and fire protection systems, including, without limitation, fire extinguishers, fire alarms and other fire protection and suppression devices, in compliance with any and all applicable local, state and federal building and fire codes.
- D. Smoking Requirements. LESSEE hereby agrees to comply with any and all applicable provisions of Sections 971-1, *et seq.* of the Humboldt County Code, which prohibit smoking in any and all facilities owned, leased, licensed or otherwise controlled by COUNTY.

9. UTILITIES:

COUNTY agrees to furnish and pay for all charges for gas, refuse collection, water/sewer and electricity supplied to and used in the leased Premises by LESSEE, unless such use is determined by COUNTY to be unreasonable. LESSEE shall pay for its own telephone, WI-FI, computer and fax services to the leased Premises.

LESSEE waives any and all claims against COUNTY for compensation for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of any utility system, water supply system, drainage system, heating or gas system, air conditioning system, electrical system apparatus or wiring serving the Premises.

10. PARKING:

Any parking space assigned to LESSEE, if available, shall be designated by the County Administrative Office.

11. JANITORIAL:

- A. LESSEE shall be responsible for janitorial services and supplies within the leased Premises. LESSEE shall maintain the Premises at all times in a neat, orderly and safe condition.
- B. COUNTY shall be responsible for the waxing of the Dining Room Flooring, to occur twice a year and scheduled upon an acceptable period for the LESSEE.

12. MAINTENANCE AND REPAIRS:

- A. General Maintenance Requirements of COUNTY. During the term of this Lease or any extension thereof, COUNTY shall maintain the premises in good repair and tenantable condition so as to minimize breakdowns and loss of LESSEE's use of the premises caused by deferred or inadequate maintenance. COUNTY shall be responsible for all maintenance and repairs to the premises, including, without limitation, the interior and exterior of the building, including, but not limited to, landscaping, parking lot with associated striping and sealing, heating, ventilation and air conditioning system, fire extinguishers, window glass, exterior and interior doors with associated fixtures and flooring, all major appliances including refrigerators, freezers, grill, deep-fryer, oven, microwave, dishwasher, water heater for dishwasher, electric food slicer and mixer, except as provided in this Lease, all

repairs and replacement as necessary of counters, tables and chairs.

- B. General Maintenance Requirements of LESSEE. LESSEE shall, to the satisfaction of COUNTY, keep and maintain the interior of the leased Premises and all improvements of any kind which may be erected, installed, or made thereon in good condition and substantial repair, except as provided in Section 12A of this Lease. It shall be LESSEE'S responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair. In addition, LESSEE expressly agrees to maintain the interior of the Premises in a safe, clean, wholesome, and sanitary condition to the complete satisfaction of COUNTY and in compliance with all applicable laws. Upon receipt of any and all Health Department inspection reports LESSEE shall provide a copy of said reports to the Purchasing and Public Works Department.

LESSEE further agrees to be responsible for the following, all damage caused by LESSEE, its employees, and/or customers, all of LESSEE's inventory, waste line stoppage caused by Snack Bar, as determined by COUNTY, replacement of light bulbs, any installation and/or repair of phone/computer/Wi-Fi systems within leased Premises, cleaning of range hood, cleaning of all grease traps and interior pest maintenance that may be needed.

LESSEE shall be responsible for the maintenance, repair and good working order of all equipment listed in Exhibit B, except as provided in Section 12A of this Lease, up to a maximum amount of \$200.00 for each piece of equipment per calendar year. Said calendar year shall begin on the commencement date of Lease. All other equipment not listed on Exhibit B shall be the sole responsibility of LESSEE.

- C. Heating, Ventilation and Air Conditioning System Maintenance Requirements. The Heating, Ventilation and Air Conditioning ("HVAC") system shall be maintained and operated by COUNTY to provide at least the quantity of outdoor air required by the state building standards in effect at the time the building permit was issued.
- D. General Maintenance Requirements of LESSEE. During the term of this Lease or any extension thereof, LESSEE agrees to be responsible for including but not limited to all damages caused by LESSEE, its employees, and/or customers, all LESSEE's inventory, waste line stoppages caused by Snack Bar, as determined by COUNTY, replacement of light bulbs, any installation and/or repair of phone/computer/Wi-Fi systems within leased Premises, cleaning of range hood, cleaning of all grease traps in leased Premises every ninety (90) days and LESSEE's equipment as denoted on Exhibit B.
- E. Life Safety and Fire Protection System Maintenance Requirements. COUNTY shall service fire extinguishers at least annually and as requested by COUNTY if more frequent service is needed.
- F. Performance Requirements. LESSEE shall have ten (10) calendar days after receiving notice from COUNTY to begin performing its obligations set forth herein, except that LESSEE shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by COUNTY. If LESSEE does not perform its obligations within the time limitations set forth herein, COUNTY, upon providing notice to LESSEE, can perform the obligations and has the right to be reimbursed for the sums actually and reasonably expended, including, without limitation, charges for COUNTY labor and equipment, in the performance of LESSEE's obligations. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within two (2) days after the oral

notice or demand is made.

- G. Access to Premises. COUNTY shall have the right to enter upon and inspect the leased Premises at any time for cleanliness and safety.
- H. Fire Hazard. LESSEE shall keep the area Leased or used clear of oil and trash that may be deemed a fire hazard. COUNTY reserves the right to restrict LESSEE from conducting activity or storing flammable materials or substances which would increase COUNTY's insurance rate or cause insurance agreement of COUNTY to be terminated.

13. INVENTORY:

LESSEE shall inventory all equipment listed on Exhibit B and Exhibit C and file said inventory with the Purchasing Department as of June 30th of each year. If any of the items listed on Exhibit B is missing, destroyed, or no longer serviceable at the time said inventory is taken, LESSEE shall replace such items at its sole cost and expense with similar equipment of comparable quality under requirements of the California Food Code unless the Purchasing Department determines that said item(s) need not be replaced.

Upon termination of this Lease, LESSEE shall return the Premises and equipment listed in Exhibit B in as good a condition as when rented, with the exception of normal wear and tear.

14. POSSESSORY INTEREST:

This Lease may create a possessory interest, as described in Section 107 et seq. of the Revenue and Taxation Code of the State of California in tax exempt property. If such an interest is created, it may be subject to property taxation and the party in whom the possessory interest is vested may be subject to the payment of taxes on such interest.

15. IMPROVEMENTS AND ALTERATIONS:

- A. Non-Structural Modifications. LESSEE may make non-structural alterations or improvements to the Premises to accommodate LESSEE'S use of the Premises. However, LESSEE shall not make any alterations or improvements without the prior written consent of COUNTY. Such consent shall not be unreasonably withheld.

16. INSTALLATION AND REMOVAL OF TRADE FIXTURES, SIGNS AND EQUIPMENT:

LESSEE may cause or permit to be installed and/or affixed to the premises such fixtures, signs and equipment as LESSEE deems desirable, and all such fixtures, signs and equipment shall remain the property of LESSEE and may be removed at any time provided that LESSEE, at its own cost and expense, shall repair any damage caused by reason of such removal. LESSEE shall cooperate with COUNTY in obtaining any variances from restrictions placed on the use of signs by local authorities. The parties shall mutually agree upon the location, size and style of any signs.

17. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party, and its agents, officers, officials, employees and volunteers, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any

of the duties and/or obligations contained herein, and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear its proportionate share of liability as determined in any such proceeding. In such cases, each party will bear its own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Lease shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

18. INSURANCE REQUIREMENTS:

This Lease shall not be executed by COUNTY, and LESSEE is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Office of Humboldt County Risk Management.

- A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party shall take out and maintain, throughout the entire term of this Lease, 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 the covered party or its agents, officers, directors, employees, licensees, invitees or assignees:
 - i. 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.
 - ii. 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).
 - iii. 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 the other party 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:
 - i. The comprehensive and/or commercial general liability policy shall provide that the other party, 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, of the covered 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. Said policy shall also contain a provision stating that such coverage:

1. Includes contractual liability.
 2. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
 3. Is the primary insurance with regard to the other party.
 4. Does not contain a pro-rata, excess only and/or escape clause.
 5. Contains a cross liability, severability of interest or separation of insureds clause.
- ii. 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 the other party in accordance with the notice requirements set forth herein. It is further understood that the covered party shall not terminate such coverage until the other party receives adequate proof that equal or better insurance has been secured.
 - iii. 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.
 - iv. For claims related to this Lease, the covered party's insurance is the primary coverage to the other party, and any insurance or self-insurance programs maintained by the other party are excess to the covered party's insurance and will not be used to contribute therewith.
 - v. Any failure of the covered party to comply with the terms and conditions of this Lease shall not affect the coverage provided to the other party or its agents, officers, officials, employees and volunteers.
 - vi. Each party is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and the covered party shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required hereunder 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

LESSEE: The Grind Café
613 3rd Street
Eureka, California 95501

19. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

20. REMEDIES ON DEFAULT:

COUNTY may, at any time after LESSEE is in default, terminate this Lease as set forth herein or cure the default at the expense of LESSEE. If COUNTY at any time, by reason of LESSEE'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 LESSEE to COUNTY within five (5) days of receiving written 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 COUNTY until COUNTY is reimbursed by LESSEE. The remedies set forth herein are in addition to, and do not in any manner limit, any other applicable legal remedies available to COUNTY.

21. REMEDY FOR BREACH:

In the event of any breach of this Lease by either party, each party hereto shall have all rights and remedies provided by law.

22. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Lease 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. 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 provided in this section.

LESSEE: The Grind Café
613 3rd Street
Eureka, California 95501

COUNTY: County of Humboldt
Dept. of Public Works
ATTN: Real Property
1106 Second Street
Eureka, California 95501

23. 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, which shall not be unreasonably withheld. Any assignment by LESSEE in violation of this provision shall be void and shall be cause for immediate termination of this Lease. 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.

24. AMENDMENT:

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

25. RELATIONSHIP OF PARTIES:

It is understood that this Lease 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 hereto shall be responsible for the acts and omissions of its agents, officers, officials, directors, employees, licensees, invitees, assignees and subcontractors.

26. ATTORNEY'S 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 prevailing party 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.

27. WAIVER OF BREACH:

The waiver by either party of any breach of this Lease 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 Lease.

28. BINDING EFFECT:

All provisions of this Lease 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 Lease 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. INSPECTION OF PREMISES BY CERTIFIED ACCESS SPECIALIST:

- A. The Premises have undergone an Americans with Disabilities Act (ADA) Access Compliance Assessment.
- B. The Premises have not been issued a disability access inspection certificate. Pursuant to Civil Code section 1938(e):

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

31. INTERPRETATION:

This Lease, 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.

32. 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 Lease.

33. 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 Lease.

34. PROVISIONS REQUIRED BY LAW:

This Lease is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Lease. This Lease 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.

35. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

36. SURVIVAL OF PROVISIONS:

Portions of this Lease are intended to survive any expiration or termination of this Lease. 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.

37. ENTIRE AGREEMENT:

This Lease 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 Lease shall be deemed to exist or to bind either of the parties hereto. In addition, this Lease 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 Lease are hereby ratified.

38. COUNTERPART EXECUTION:

This Lease, 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 Lease, 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 Lease, 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 Lease, and any amendments hereto, for all purposes.

39. AUTHORITY TO EXECUTE:

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

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[Signatures on following page]

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

LESSEE:

By: The Good Cafe
Name: Gabrielle Long
Title: owner

Date: 8/3/24

COUNTY OF HUMBOLDT:

By: Rex Bohn
Rex Bohn, Chair
Humboldt County Board of Supervisors

Date: 9/10/2024

By: Deputy Clerk
Deputy, Clerk of the Board

Date: 9/11/2024

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Phillips, Amanda
Risk Management

Digitally signed by Phillips, Amanda
Date: 2024.09.04 09:26:35 -0700'

Date: 09/04/2024

LIST OF EXHIBITS:

Exhibit A – Property Description
Exhibit B – List of Courthouse Snack Bar Equipment

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EXHIBIT A PROPERTY DESCRIPTION

COURTHOUSE BUILDING 3RD FLOOR

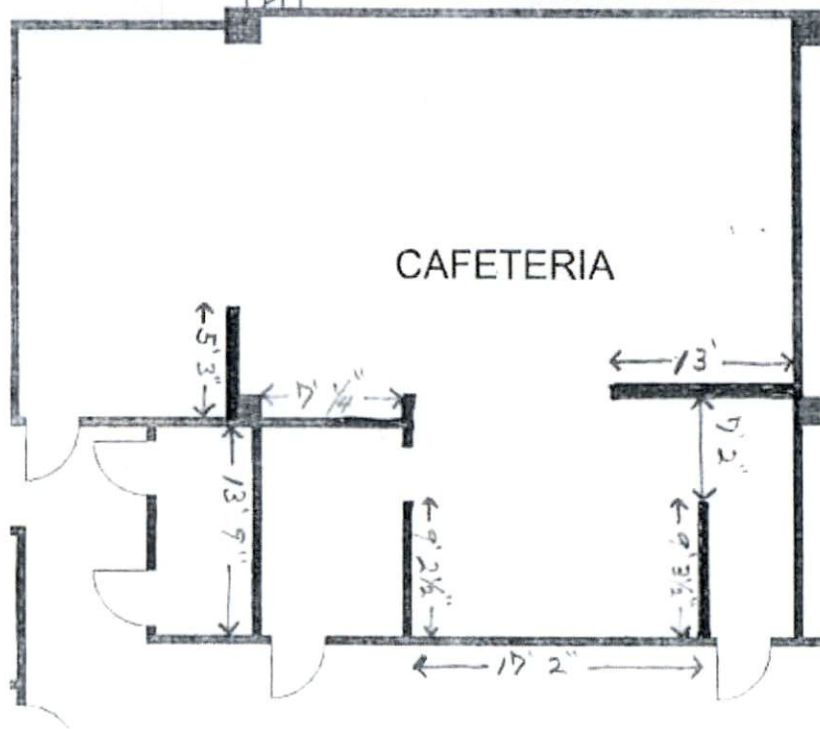
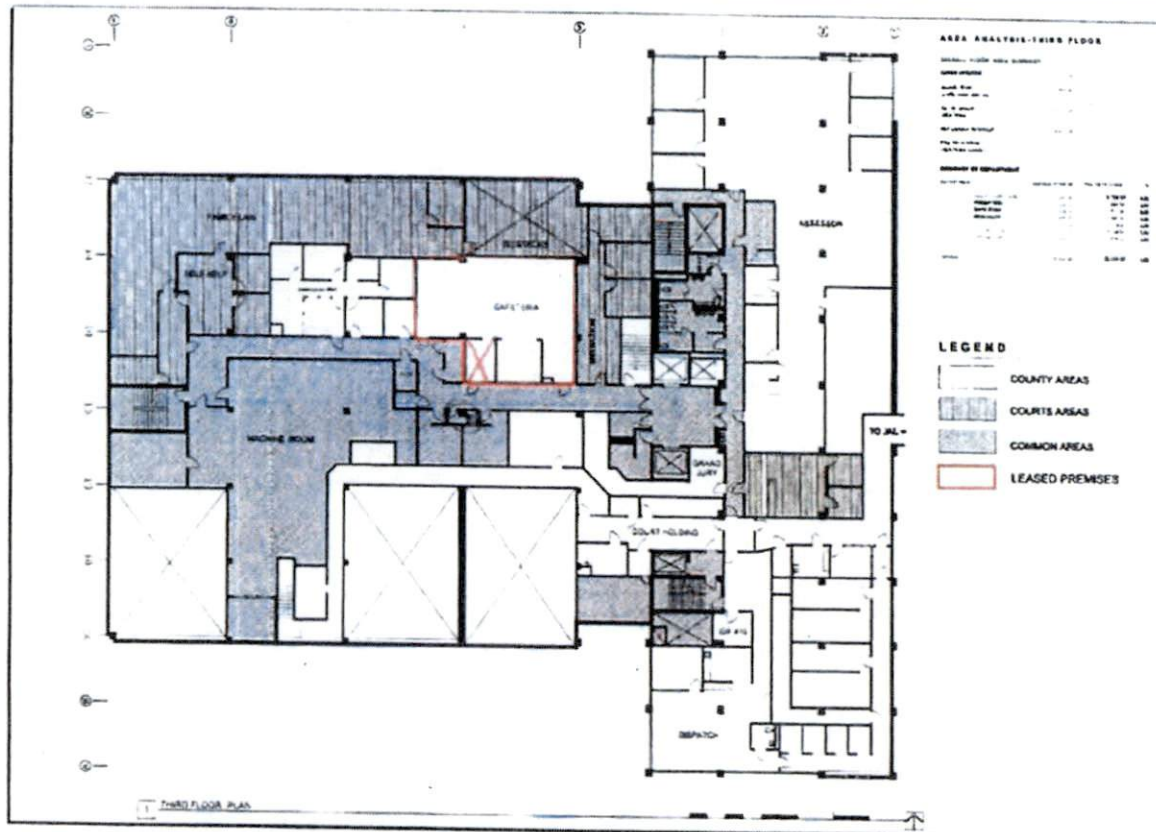


EXHIBIT B
LIST OF COURTHOUSE SNACK BAR EQUIPMENT

Qty	Snack Bar Equipment Description
1	Portable refrigerated salad bar
1	Manitowoc Ice Maker and Bin
1	Electrolux cooler
1	Countertop cold masters (Starbucks)
1	Large true coolers
1	True small cooler
1	Food Ninja Commercial Blender/food processor
1	Commercial blender/food processor
1	Immersion blender
1	Candy, gum and chip racks
47	High back dining chairs
1	Deep fryer
1	Meat slicer
1	Convection-oven
1	Sandwich unit
6	Dining tables
2	Utility racks
2	Large dining table 52"x 52"
1	ADA table
1	Undercounter dishwasher
2	Refrigeration unit w/glass doors
1	Refrigerator/storage
1	Sink & grease removal system
1	Cash register
1	Pastry cabinet
1	5-shelf cart
2	Food & beverage counters
1	Electric stove
1	Espresso Machine