

Garberville Campus Complex
Rental Agreement

THIS RENTAL AGREEMENT, made this ____ day of _____, 20__, at 715 Cedar Street, Garberville, California, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and _____, hereinafter referred to as "TENANT";

WITNESSETH:

The COUNTY is the manager of certain real property commonly known as the Garberville Campus Complex at 715 Cedar Street, Garberville, California, hereinafter referred to as CAMPUS.

TENANT desires to obtain permission to certain acts upon COUNTY'S property.

IT IS AGREED AS FOLLOWS:

(1) COUNTY grants to TENANT permission to use a portion of the CAMPUS described as follows:

Use of the Conference Room for a meeting place with associated use of Women's and Men's Restroom as shown upon the Floor Plan attached. TENANT will have use of the identified areas of the building on _____, or as separately agreed to, in advance, between TENANT and COUNTY in writing. TENANT agrees to keep the CAMPUS clean, orderly, and secure at all times. TENANT will be held liable for any damage to CAMPUS that occurs through their use.

(2) The rent for the use of the premises as set forth in Paragraph 1 is \$40 per hour, with a minimum of 2 hours, which sum is due and payable on the execution of the Rental Agreement.

(3) The rent shall be reduced by 50% for use by Nonprofit users, provided they provide a Nonprofit 501(c) form.

(4) COUNTY will coordinate with TENANT to provide access to the CAMPUS as required.

(5) This Rental Agreement is personal to the TENANT. It is non-assignable, and any attempt to assign this Rental Agreement terminates it.

(6) TENANT will be entitled to use the CAMPUS or any portion thereof without proof of general liability insurance during normal business hours. Should the use be after normal business hours, then the certificate or policy of general liability insurance shall be submitted to the COUNTY, naming the County of Humboldt as the certificate holder, with the amount of said coverage a minimum of One Million Dollars (\$1,000,000) per occurrence.

(7) TENANT may obtain the certificate or policy of general liability by contacting County of Humboldt Human Resources, care of Risk Management, 825 5th Street, Room 100, Eureka, CA 95501, (707) 476-2349.

(8) The TENANT agrees to indemnify and hold harmless and, at its own risk, cost, and expense, defend the COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs. Legal fees and claims for damages arising from TENANT negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY incur such costs.

(9) Should the TENANT fail to deliver the certificates/policy of insurance as specified in paragraph 6, this Rental Agreement shall terminate immediately.

(10) The TENANT shall vacate the premises and surrender to the COUNTY in the event the COUNTY, at its sole discretion, requires the premises for emergency use.

IN WITNESS WHEREOF, this Rental Agreement has been executed by the parties hereto on the day and year first written above.

COUNTY OF HUMBOLDT:

TENANT:

BY: _____

BY: _____

NAME: Thomas K. Mattson

NAME: _____

TITLE: Public Works Director

TITLE: _____