

RECITALS

This "Lease Agreement" (the Agreement), is made and entered into, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and THE GRIND EUREKA LLC, a California domestic limited liability company, hereinafter called LESSEE, on the date last signed below. COUNTY and LESSEE may be referred to individually as a Party or collectively as the Parties herein.

WHEREAS, COUNTY owns and operates an airport known as the California Redwood Coast – Humboldt County Airport located in McKinleyville, CA, hereinafter referred to as AIRPORT; and

WHEREAS, pursuant to Government Code Section 25536, the Board of Supervisors, by a four-fifths vote, may enter into leases or concession contracts involving county-owned airport property without competitive bidding; and

WHEREAS, on February 14, 2022, COUNTY released a request for proposals (RFP), number 3530-381-7627, for a food concession at the AIRPORT which closed on April 8, 2022; and

WHEREAS, LESSEE submitted a proposal in response to the RFP, was selected and desires to operate a restaurant/café in the terminal building at the AIRPORT; and

WHEREAS, the Parties desire to enter into this Agreement to document their rights and responsibilities hereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, the Parties mutually agree as follows:

1. PREMISES

A. COUNTY hereby grants to LESSEE permission to lease and use the premises, attached as Exhibit A hereto and incorporated by reference as though fully set forth herein.

B. The total leased premises area is approximately 467 square feet, comprised of terminal rooms 101(a) at approximately 254 square feet, terminal room 101(b), at approximately 67 square feet, terminal concourse cafe seating area at approximately 100 square feet and the terminal concourse counter alcove at approximately 46 square feet.

C. COUNTY shall supply stanchions which shall be placed around the cafe seating area. If LESSEE wants different/ more stylized stanchions other than those supplied by COUNTY, LESSEE may do so at its own cost and replace the LESSEE-owned stanchions in the same location after surrendering the COUNTY supplied stanchions to AIRPORT staff. IF LESSEE desires to provide chairs and/or tables for its customer's use in the leased premises, including in the cafe seating area, LESSEE may at its own cost and expense provide chairs after approval of the design by the AIRPORT Director or designee. All chair and table legs shall be modified with protective pads or caps to prevent scratching of the Terrazzo marble flooring of the AIRPORT terminal.

2. TERM

A. The term of this Agreement shall commence upon the date of execution of this Agreement by the Board of Supervisors and shall terminate five (5) years from the date of execution of this Agreement unless terminated earlier under the terms of this Agreement.

B. LESSEE may provide written notice of its intention to pursue renegotiated terms of this Agreement for a subsequent lease agreement no less than thirty (30) calendar days in advanced of the termination date of this Agreement.

C. If LESSEE provides written notice as described in 2.B. above, COUNTY and LESSEE shall enter a thirty (30) day opt-out period commencing upon the termination of this Agreement to consider renegotiated terms for a subsequent lease agreement.

D. LESSEE shall continue to pay rent as defined in Section 4 of this Agreement during the Opt-Out period.

E. Any holding over with COUNTY'S consent beyond the term of this Agreement shall be a month-to-month basis until terminated by either party upon thirty (30) calendar days written notice prior to the end of any one (1) calendar month period.

3. HOLD OVER

A. Should LESSEE hold over and remain in possession of the lease premises after the expiration of the term of this Agreement and any extension thereof, such possession shall not be deemed or construed to be a renewal or extension of this Lease Agreement, but shall operate only to create a month to month tenancy which may be terminated by either Party at the end of any month upon thirty (30) calendar days prior written notice to the other Party.

B. During such month to month tenancy, rent shall be payable each month at the rental rate of that in effect during the last month of the term of this Agreement, and all provisions of this Agreement in effect at its termination shall be applicable to such month to month tenancy.

4. MONTHLY RENT

A. LESSEE agrees to pay COUNTY monthly rent on or before the tenth (10th day of every month) based upon daily gross revenue from the prior calendar month, and paid as follows:

LESSEE'S Daily Gross Revenue Amount	Daily Rent Payment
Daily gross revenue totaling up to or equal to the threshold value.	Zero Dollars and Zero Cents
Daily gross revenue totaling the threshold value plus \$0.01 and greater.	Five Percent (8% rent) of gross revenue in Dollars and Cents <i>*To be renegotiated 12 months following execution of the Agreement</i>

B. The threshold value shall be Two Hundred Fifty Dollars and Zero Cents (\$250.00). LESSEE and the Department of Aviation Director, or designee, may mutually determine a different threshold value following the date of execution of this Agreement.

i. This adjusted threshold value shall be documented in an amendment to this Agreement signed by both Parties and remain in force for the remainder of the term of this Agreement. Any adjusted threshold value shall be made pursuant to Section 39 of this Agreement.

C. LESSEE'S monthly rent shall be the sum total of the Daily Rent Payment amounts defined in 4.A. above, from the preceding calendar month.

D. LESSEE shall provide a statement of its daily gross revenue resulting from its transactions which occurred at the AIRPORT the preceding calendar month, regardless of the sum total of the Daily Rent Payment amounts for that month.

E. Said statement shall be similar to the calculation sheet provided as part of the RFP (Reporting Requirements, pg. 5).

F. Payments shall be made to: County of Humboldt
Department of Aviation
3561 Boeing Ave.,
McKinleyville, CA 95519

G. COUNTY agrees to waive LESSEE's monthly rent for June 2022 and January 2023.

H. COUNTY agrees to renegotiate rent rate with LESSEE twelve (12) months following execution of the Agreement.

5. LATE FEE

A. Rent, as defined in Section 4, shall be due and payable on or before the tenth (10th) day of every month.

B. In the event the rent is not paid by the tenth (10th) of the month, LESSEE shall pay COUNTY a late fee of twenty percent (20%) of total monthly rent due for that month.

6. AUDITS

A. COUNTY shall have the right of confidential review and/or audit of LESSEE'S accounts and records pertaining to its transactions which occurred at the AIRPORT.

B. All relevant accounts and records of LESSEE shall be made available at a location in Humboldt County within thirty (30) days of a request by COUNTY.

C. If a discrepancy of five percent (5%) or more is found in gross revenue reported to COUNTY, the cost of the audit and the discrepancy shall be borne by LESSEE and shall be paid within thirty (30) days of notice by COUNTY.

7. USE OF PREMISES

A. COUNTY hereby grants LESSEE permission, subject to all the terms and conditions of this Agreement, exclusive use of the terminal rooms 101(a) and (b), and the 100 square foot cafe seating area outside of these rooms for LESSEE'S operation of a restaurant/café.

B. LESSEE shall not conduct any other activities on AIRPORT except if and as allowed by separate written agreement.

C. Food and beverage sales and services incidental to LESSEE'S operation of the restaurant/café shall be available at least sixty (60) minutes prior to the first scheduled departure.

D. The restaurant/café shall remain open for a period of at least twelve (12) consecutive hours after opening time, or consecutively until thirty (30) minutes prior to the last scheduled daily departure, whichever is later.

E. Any deviation from these rules may only occur with the prior written consent of the Director of Aviation.

F. The hours of operation shall be clearly posted by the company in a location, and manner, approved by the Director of Aviation.

G. AIRPORT building keys shall be issued from the Aviation Department office.

i. LESSEE shall be responsible for collecting AIRPORT building keys and/or AIRPORT identification badges upon termination of LESSEE'S employee(s).

H. Alcoholic beverage sales may be made from the leased premises in compliance with the Department of Alcoholic Beverage Control and California law.

i. LESSEE shall post and verbally advise its customers at the time of the sale that alcohol may only be consumed only within terminal room 101(a) or the stanchioned restaurant/café seating area of the leased premises.

8. SIGNS OUTSIDE LEASED PREMISES (IN AIRPORT COMMON AREA)

A. Sign locations requested by LESSEE after this Agreement is executed shall be with the express written consent of the Department of Aviation Director, or their designee.

B. No attachments or signage may be affixed to the interior or exterior of the airport buildings without prior written consent of the Department of Aviation Director, or their designee.

C. Signage may not be affixed to or positioned on stairwell landings or access points.

D. Signage may not be affixed to or positioned in elevator cars, shaft or on elevator doors.

E. Changes to signage will be made after LESSEE submits suitable artwork to the Department of Aviation Director, or their designee, and it is approved in writing.

F. Any changes to signage will be paid for by LESSEE.

G. All signs installed by LESSEE, upon approval of the Airport Manager, shall remain the property of LESSEE and LESSEE shall have the right to remove the same upon expiration or termination of Agreement.

H. LESSEE shall repair premises to its original condition upon removal of signs.

I. LESSEE shall be responsible to keep LESSEE's advertising display signs clean and in good order.

9. INSTALLATION AND REMOVAL OF TRADE FIXTURES

A. LESSEE shall not use or install any auxiliary freezing unit, dishwasher, washing machine, dryer, air conditioner or other appliance, appurtenance, or fixture in the Lease Areas without prior approval of the AIRPORT Director or designee in writing.

B. Installation of additional trade fixtures that may be requested by LESSEE after this Agreement is executed shall be installed after the express written consent of the Department of Aviation Director, or their designee, is made.

C. LESSEE may cause or permit to be installed and/or affixed to the premise, at its own expense, such fixtures or equipment as LESSEE deems desirable and which have been approved in writing by the COUNTY.

D. All such fixtures or equipment shall remain the property of LESSEE and may be removed at any time provided that LESSEE, at its expense, shall repair any damage caused by reason of such removal.

E. Any and all such fixtures, or equipment that are to be installed and/ or affixed exterior to the building shall be done so only after approval has been given by COUNTY in writing.

10. EMERGENCY CONTACTS

LESSEE shall provide to the Department of Aviation Director, or their designee, and keep current, a list of supervisory employees and their telephone numbers for emergency use.

11. AIRPORT MAINTENANCE, REPAIR, AND IMPROVEMENTS

A. COUNTY reserves the right, but shall not be obligated to LESSEE, to maintain, repair, or improve runways, taxiways, parking area, or any other part of said AIRPORT.

B. COUNTY also reserves the right to enter COUNTY property and to grant easements over and under the property covered by this Agreement, together with the right to direct and control all activities of LESSEE related to the maintenance, repair, and improvements covered by this Section.

C. LESSEE waives any and all claims against COUNTY for any loss of profit or increased costs due to COUNTY'S maintenance, repair, or improvements on or about AIRPORT.

12. PARKING

A. LESSEE and/or LESSEE'S employee(s) shall not park their vehicles in restricted areas.

B. LESSEE'S employees(s) may obtain a parking permit from the Aviation Department office to park in the employee lot managed by Republic Parking.

i. A twenty-dollar (\$20.00) deposit for the parking permit is payable by LESSEE'S employee(s) to the COUNTY at the time the parking permit is issued.

ii. The deposit shall be returned to LESSEE'S employee(s) upon surrender of the parking permit.

13. FIRE HAZARD

A. LESSEE shall keep the leased premises clear of grease, oil and trash that may be deemed a fire hazard.

B. COUNTY reserves the right to restrict LESSEE from conducting any activity or storing inflammable materials or substances which would increase COUNTY'S insurance rate or cause COUNTY'S insurance to be cancelled.

14. NO SMOKING ORDINANCE

Pursuant to Humboldt County Code Section 971-1 et seq., COUNTY-owned or leased premises are smoke free. LESSEE shall comply with said provision.

15. UTILITIES

A. COUNTY shall furnish and pay electricity, heat, water, and trash provided to the leased premises.

B. LESSEE waives any and all claims against COUNTY for losses sustained by reason of any defect, deficiency, or impairment of any utility system.

C. AIRPORT Manager reserves the right to require energy efficient equipment to be installed by LESSEE for its use of the leased premises at the AIRPORT.

D. LESSEE shall at its own cost and expense obtain the right to install or cause to be installed any necessary utility facility, utility facilities expansion and/or use at the Airport and within LESSEE'S leased premises.

E. LESSEE shall bear sole cost for any charged rates for its utilities, other than electricity, heat, water, and trash.

F. LESSEE shall provide, operate and maintain any installed cellular phone lines or devices that are used with any of its equipment and/ or machines. Installation of any cellular phone devices that require mechanical attachment to the AIRPORT or leased premises shall be done in compliance with this Agreement.

G. LESSEE shall provide a "Zero Waste Humboldt" compost receptacle, to be placed on site, and shall be responsible for any coordination and/or costs associated with compost disposal.

16. MAINTENANCE REPAIRS AND IMPROVEMENTS

A. During the term of this Agreement or any extensions thereof and subject to the limitations of Section 11, COUNTY shall maintain the AIRPORT premises in a good repair and tenantable condition so as to minimize breakdowns and loss of LESSEE'S use of the leased premises caused by deferred or inadequate maintenance.

B. COUNTY shall be responsible for all maintenance and repairs to the AIRPORT premises, including, but not limited to, the interior and exterior of the building, landscaping, parking lot, HV unit, and window glass.

C. LESSEE shall be responsible for the following:

i. Any improvements to the AIRPORT necessary for LESSEE'S use of the leased premises.

ii. Improvements necessary for LESSEE'S use of the leased premises at the AIRPORT shall be conducted by a California licensed contractor. Improvement plans shall be submitted to the Department of Aviation Director, or their designee, for signed approval of the improvement plans prior to LESSEE hiring a contractor.

iii. Any repairs, maintenance, or damage to the AIRPORT premises due to theft/attempted theft of LESSEE'S property.

iv. Repairs necessary for damage of the leased premises or AIRPORT premises due to theft/ attempted theft shall be conducted by a California licensed contractor.

v. Repair plans shall be submitted to the Department of Aviation Director, or their designee, for signed approval of the repair plans prior to LESSEE hiring a contractor.

vi. Any repairs or damage to the leased premises or AIRPORT premises caused intentionally or by negligence of LESSEE, its personnel, subcontractors, or customers, including when relocating, removing or installing LESSEE owned equipment.

vii. Repairs necessary for LESSEE'S intentional or negligent damage of the leased premises or AIRPORT premises shall be conducted by a California licensed contractor.

viii. Repair plans shall be submitted to the Department of Aviation, or their designee, for signed approval of the repair plans prior to LESSEE hiring a contractor.

17. JANITORIAL SERVICE

A. LESSEE shall provide janitorial service to LESSEE'S leased premises.

B. LESSEE shall ensure that any food or beverage which spills shall be cleaned up immediately.

- C. LESSEE shall maintain its own cleaning detergents, solvents and/or tools within its leased premises.
- D. COUNTY shall be responsible for janitorial services to the overall AIRPORT.
- E. COUNTY may provide janitorial services in the form of floor sweeping and/or polishing to the cafe seating area of the leased premises as funding and personnel permit.

18. EXTENT OF GRANT

- A. This Agreement and the lease herein granted are valid only to the extent of COUNTY'S jurisdiction as a landowner.
- B. Acquisition of any other necessary permits or entitlements for use is the responsibility of LESSEE.
- C. Nothing contained in this Agreement shall be construed as a relinquishment of any rights now held by COUNTY.

19. HOLD HARMLESS/INDEMNIFICATION

- A. LESSEE shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with LESSEE'S duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY.
- B. Acceptance of insurance, if required by this Agreement, does not relieve LESSEE from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by LESSEE'S operation regardless of any insurance are applicable or not.

20. INSURANCE

A. LESSEE'S INSURANCE

i. THIS AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the LESSEE is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

ii. Without limiting LESSEE'S indemnification obligations provided for herein, LESSEE shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and 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 of LESSEE, its agents, officers, directors, employees, invitees or subcontractors:

a. Comprehensive or Commercial General Liability Insurance:
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 \$2,000,000 for any one incident, including personal injury, death and property damage. 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.

b. Workers Compensation Insurance Compensation Coverage:

If required by California Law, and in accordance with the statutory limits set forth therein, said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

c. Automobile Liability Insurance:

With coverage at least as broad as Insurance Services Office Form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be cancelled or materially reduced in coverage without thirty (30) days prior written notice, ten (10) days for non-payment of premium, to COUNTY by certified mail.

B. SPECIAL INSURANCE REQUIREMENTS

Said policies shall unless otherwise specified herein be endorsed with the following provisions:

i. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees, and volunteers are endorsed as additional insured for liability arising out of the operations performed by or on behalf of LESSEE. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its 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 loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to XCU Hazards.
- c. Is primary insurance as regards to County of Humboldt.
- 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.

f. Shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 25. It is further understood that LESSEE shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

g. Is primary coverage to COUNTY, and insurance or self-insurance programs maintained by COUNTY are excess to LESSEE'S insurance and will not be called upon to contribute with it.

ii. LESSEE shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY.

iii. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or County Counsel.

iv. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved of by COUNTY.

v. If LESSEE does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and LESSEE agrees to pay the cost of said insurance.

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

vii. The inclusion of more than one insured shall not operate to impair the rights of one 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 insured shall not operate to increase the limits of the insurer's liability.

viii. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to LESSEE, COUNTY, their officers, officials, employees, and volunteers.

C. All insurance notices shall be in writing and mailed to:

County of Humboldt
Human Resources, Risk Management Services
825 5th Street, Room 100
Eureka, CA 95501

County of Humboldt
Department of Aviation
3561 Boeing Ave.,
McKinleyville, CA 95519

21. LIABILITY FOR LOSS OR DAMAGE TO COUNTY PROPERTY

LESSEE shall be liable for any loss or damage to the leased premises resulting from the acts or omissions of LESSEE, its officers, agents, employees, and volunteers.

22. ASSIGNMENT

This Agreement may not be assigned by either party.

23. POSSESSORY INTEREST

A. Any interest in real property which exists as a result of possession or a right of possession of any real property (land and/or improvements located therein or thereon), which is owned by the COUNTY is a taxable possessory interest, unless the possessor of interest in such property is exempt from taxation.

B. With regard to any possessory interest to be acquired by LESSEE, LESSEE by its signature affixed to this Agreement, warrants, stipulates, confirms, acknowledges and agrees that, prior to its executing this Agreement, concessioner either took a copy hereof to the office of the Humboldt County Tax Assessor or by some other appropriate means, independent of COUNTY determined how much LESSEE shall be taxed, if at all.

24. RELATIONSHIP OF PARTIES

A. The parties intend by this Agreement to establish the relationship of lessor and lessee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of lessor and lessee.

B. LESSEE, its owners, officers, board of directors, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of COUNTY.

25. NOTICE

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or to 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.

B. Notice shall be effective upon actual receipt or refusal as shown on the receipt or refusal obtained pursuant to the foregoing.

COUNTY:

County of Humboldt
Department of Aviation
3561 Boeing Ave.,
McKinleyville, CA 95519

LESSEE:

The Grind Eureka LLC
613 3rd Street
Eureka, CA, 95501

Either 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.

26. NUCLEAR FREE CLAUSE

LESSEE certifies by its signature below that LESSEE is not a nuclear weapons contactor, in that LESSEE 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. LESSEE 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 LESSEE becomes a nuclear weapons contractor.

27. DRUG FREE WORKPLACE

LESSEE is aware that COUNTY adheres to and certifies that it will provide a drug free workplace; LESSEE shall notify COUNTY immediately of any unlawful manufacturing, distribution, dispensing, transporting, storing, possession, or use of a controlled substance on Airport(s) property.

28. NON-EXCLUSIVE RIGHTS

This Agreement does not vest in LESSEE an exclusive right within the meaning of 49 United States Code Sections 40103(e) and 47107(a)(4).

29. FORCE MAJUERE

A. COUNTY shall not be responsible for monetary losses or damage to personal property, equipment, or materials of LESSEE caused by Acts of God, fire, pandemics, epidemics, labor strikes, or public enemy including but not limited to acts of war and/or terrorism. LESSEE hereby waives any claims for damages against COUNTY resulting from said acts.

30. TERMINATION BY LESSEE

- A. LESSEE may request early termination of this Agreement in writing to the AIRPORT Manager, or their designee.
- B. COUNTY may grant early termination with the guarantee from LESSEE that it will pay to the COUNTY all monthly rent owed for the remainder of the term that the LESSEE occupies the leased premises.
- C. Said rent shall be due within three (3) business days of the approval and execution of an Early Termination Agreement signed by the LESSEE and the COUNTY.
- D. Any delay, or default in the payment of SETTLEMENT shall be considered a default of the provisions of this Agreement.

31. TERMINATION BY COUNTY

Except as provided elsewhere herein, COUNTY reserves the right to terminate this Agreement on seven (7) days' notice for any cause or reason provided by the Agreement itself, or by law, or upon the happening of one or more of the following:

- A. Filing a petition of voluntary or involuntary bankruptcy with respect to LESSEE.
- B. The making by LESSEE of any general assignment for the benefit of creditors.
- C. The abandonment or discontinuance of any operation or activity which LESSEE has agreed to provide under the terms of this Agreement. If this condition exists for a period of ten (10) days without prior written consent of COUNTY, it will constitute abandonment of the leased premises and of this Agreement.
- D. The failure of LESSEE to pay promptly when due all rents, charges, fees, or other payments in accordance with this Agreement.
- E. The failure of LESSEE to remedy any default, breach, or violation of AIRPORT rules and regulations by it or its employees.
- F. Violation of any of the provisions of this Agreement or LESSEE'S failure to maintain a current license that may be required for its operation.
- G. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents, or in its statement to or before COUNTY, or intentional failure to make full disclosure on its financial statement or other documents.

32. LESSEE'S DEFAULT

- A. LESSEE 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 LESSEE.
- B. If the default cannot reasonably be cured within ten (10) days, LESSEE shall not be in default of this Agreement if LESSEE commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

33. COUNTY'S REMEDIES ON LESSEE'S DEFAULT

A. COUNTY, at any time after giving notice that LESSEE is in default and the cure period passes with no correction, can terminate this Agreement or can cure the default at LESSEE'S cost.

B. 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 ten (10) days of 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.

C. The remedies set forth in this Section are in addition to and do not in any manner limit other remedies set forth in particular Sections of this Agreement.

34. ATTORNEY'S FEES

A. If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorney's fees (including reasonable value of services rendered by County Counsel) on appeal, if any.

B. As used herein, the party prevailing means the party who dismisses an action or proceeding 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.

35. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties and their personal representatives.

36. CHOICE OF LAW: VENUE

Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

37. NON-DISCRIMINATION AND COMPLIANCE WITH LAWS

A. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS - FAA RULES

i. LESSEE assures that it will undertake an affirmative action program as required by federal and state regulations, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities.

ii. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart.

iii. LESSEE assures that it will require that its covered sub-organizations provide assurance to COUNTY that they similarly will require assurances from their sub-organizations, as required by federal and state regulations, to the same effect.

B. COMPLIANCE WITH FAA, STATE, AND COUNTY REGULATIONS

i. LESSEE agrees to abide by all FAA rules and regulations pertaining to the operation of Airport(s), including Exhibit B attached hereto and incorporated as though fully set forth herein. Failure to comply with said rules and regulations shall be grounds for the termination of this Agreement.

ii. LESSEE and its officers, agents, and employees shall carry on their activities and operations at Airport(s) in compliance with federal laws and Federal Aviation Administration regulations, state statutes, and the rules and regulations governing the use of Airport(s) and all other applicable COUNTY ordinances and regulations.

iii. LESSEE agrees to comply with all local, state, and federal laws and regulations, including but limited to the Americans with Disabilities Act. LESSEE further agrees to comply with any applicable federal, state, or local licensing standards, and any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

C. DESIGNATION

LESSEE shall designate in writing to COUNTY the name and title of the officer or member responsible for compliance with Sections 36(A) and 36(8).

D. TERMINATION

COUNTY shall have the right to terminate this Agreement upon seven (7) days written notice if any of the above-mentioned applicable laws, standards, or criteria are not complied with.

38. NO CONTINUING WAIVER

The waiver by either Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision.

39. TIME OF ESSENCE

The Parties acknowledge by their signatures hereto that time is and shall be of the essence in this Agreement and in each and every provision contained in this Agreement.

40. ENTIRE AGREEMENT

This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

41. AMENDMENTS

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement.

42. CONSENTS

Wherever in this Agreement consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld or delayed.

LEASE AGREEMENT WITH
THE GRIND CAFÉ EUREKA LLC AT
CALIFORNIA REDWOOD COAST – HUMBOLDT COUNTY AIRPORT

43. CONSTRUCTION OF AGREEMENT SEVERABILITY

COUNTY and LESSEE agree that in the event any provision of this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision of this Agreement.

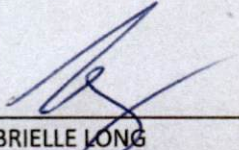
44. SURRENDER OF PREMISES

At the termination of this Agreement, LESSEE shall surrender the building and teased premises to COUNTY in good condition and repair pursuant to provisions set forth under Section 16, except for normal wear and tear.

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

LESSEE:

BY

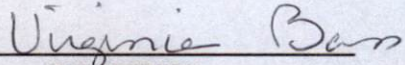

GABRIELLE LONG
OWNER – THE GRIND EUREKA LLC

Date:

5/25/22

COUNTY OF HUMBOLDT:

BY

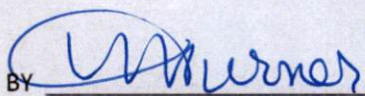

CHAIRPERSON
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT
STATE OF CALIFORNIA

Date:

6-7-22

ATTEST:
(SEAL)

BY


CLERK OF THE BOARD

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY

Phillips, Amanda
Digitally signed by Phillips,
Amanda
Date: 2022.06.03 08:06:49 -0700 Risk Manager

SENIOR RISK ANALYST

Exhibits:

Exhibit A – Image of leased premises

Exhibit B – FAA Use and Lease Agreement