

Garberville Campus Complex
Rental Agreement

THIS RENTAL AGREEMENT, made this 28 day of OCTOBER, 2021, 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 the GARBERVILLE VETERANS ASSOCIATION, hereinafter referred to together as "VETERANS";

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.

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

IT IS AGREED AS FOLLOWS:

(1) COUNTY grants to VETERANS 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. VETERANS will have use of the identified areas of the building on the second and third Wednesday of each month from 5-7pm, or as separately agreed to, in advance, between VETERANS and COUNTY in writing. VETERANS use of CAMPUS is granted free of charge. VETERANS agree to keep the CAMPUS clean, orderly, and secure at all times. VETERANS will be held liable for any damage to CAMPUS that occurs through their use.

(2) COUNTY will coordinate with VETERANS to provide access to the CAMPUS as required.

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

(4) VETERANS shall not enter upon or be entitled to use CAMPUS or any portion thereof unless and until a certificate or policy of general liability insurance has been obtained by VETERANS naming the County of Humboldt, its Board of Supervisors, officers, agents, employees, and volunteers as additional insured.

The amount of said coverage shall be minimum of One Million Dollars (\$1,000,000).

(5) The VETERANS agree 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 VETERAN'S negligence, intentional acts, or breaches of this Agreement. Indemnification with respect to defense costs shall be made at the time COUNTY incur such costs.

(6) Should the VETERANS fail to deliver the certificates/policy of insurance as specified in paragraph 4, this Rental Agreement shall terminate.

(7) The VETERANS shall vacate the premises 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:

VETERANS:

BY: _____

GARBERVILLE VETERANS ASSOCIATION

NAME: Thomas K. Mattson

BY: Loren Pancoast

TITLE: Public Works Director

NAME: Loren Pancoast

TITLE: QUARTERMASTER