

**COUNTY OF EL DORADO**

**LEASE #046-L1311**

**THIS LEASE** is made and entered into by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessor", and **EL DORADO COUNTY CHAMBER OF COMMERCE**, a California non-profit corporation hereinafter referred to as "Lessee".

**1. PREMISES**

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of the rents, covenants and agreement hereinafter set forth, the "Premises" described as follows:

**OFFICE BUILDING  
542 MAIN STREET  
PLACERVILLE, CA 95667**

The Premises consists of approximately 3,840 square feet of improved office space and common parking areas.

**2. TERM**

The term of this Lease shall be for five (5) years commencing on or about August 23, 2012 and ending August 22, 2017.

**3. PAYMENT**

Lessee agrees to pay to Lessor as rent the sum of One Dollar (\$1.00) per year for the period of August 23, 2012 to August 22, 2017, payable annually on the first day of September, 2012 and each and every year thereafter. Rent shall be paid to the order of: The County of El Dorado, Chief Administrative Office, Facilities Management Division.

**4. USE OF PREMISES**

The Premises are leased to the Lessee for the purpose of conducting business and activities permitted by law or uses related thereto.

## **5. PROHIBITED USE**

Lessee shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way that will:

- (a) increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- (b) violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- (c) obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them; and
- (d) constitute commission of a waste on the Premises.

## **6. INSURANCE**

1. Lessee shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk manager and documentation evidencing that Lessee maintains insurance that meets the following requirements:

- A. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- B. Workers' Compensation and Employers' Liability covering all employees of Lessee s required by law in the State of California.
- C. Lessee shall furnish a certificate of insurance satisfactory to the El Dorado County risk manager as evidence that the insurance required above is being maintained.
- D. The insurance shall be issued by an insurance company acceptable to El Dorado County Risk Management.
- E. Lessee agrees that the insurance required above shall be in effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, Lessee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one (1) year. New certificates of insurance are subject to the approval of the County's Risk Manager and Lessee agrees that the Lease shall not commence prior to the giving of such approval. In the event the Lessee fails to keep in effect at all times insurance coverage as herein provided, Lessor may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.
- F. The certificate of insurance must include a provision stating that:
  - 1. The County of El dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Lease are concerned. This provision shall apply to general liability policy.

- G. The Lessee's insurance shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Lessee's insurance and shall not contribute with it.
- H. Any deductibles of self-insured retention must be declared to and approved by the Lessor. At the option of the Lessor either the insurer shall reduce or eliminate such deductibles or self-insured retention shall reduce or eliminate such deductibles or self-insured retention as respects the Lessor, its officers, officials, employees and volunteers; or Lessee shall procure a bond guaranteeing paying of losses and related investigations, claims administration and defense expenses.
- I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Lessor, its officer, officials, employees, or volunteers.
- J. The insurance companies shall have no recourse against the Lessor, its officers, officials, employees, or volunteers for payment of any premiums or assessments under any policy issued by any insurance company.
- K. Lessee's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this Lease.
- L. In the event Lessee cannot provide an occurrence policy, Lessee shall provide insurance covering claims made as a result of performance of this Lease for not less than three (3) years following completion of this Lease.
- M. The certificate of insurance shall meet additional standards as may be determined by the contracting County department, either independently or in consultation with the County's Risk manager, as essential for protection of the County.

## **7. INDEMNIFICATION**

Lessor shall indemnify, defend, and hold harmless Lessee, its officers, agents and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connected with the acts or omissions of Lessor or its officers, agents, employees, contractors, subcontractors, or business invitees, or Lessor's use of the Premises, unless such damage, loss, injury, or death shall be caused by the sole, or active negligence of Lessor, or the willful misconduct of Lessor, as expressly provided by statute.

Lessee shall indemnify, defend, and hold harmless Lessor, its officers, agents, and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise

from or are connected with the acts or omissions of Lessee or its officers, agents, employees, contractors, subcontractors, or business invitees, or Lessee's use of the Premises to the extent such loss, damage, injury, or liability is not covered by the insurance required as provided for in paragraph 7" "INSURANCE" above, unless such damage, loss, injury or death shall be caused by the sole, or active negligence of Lessor, or the willful misconduct of Lessor.

The duties of Lessor or Lessee to indemnify and save each other harmless include the duties to defend as set forth in California Civil Code Section 2778. The provisions of this section shall survive the termination of the Lease for any event occurring prior to the termination.

## **8. ALTERATIONS**

Lessee shall not make or permit any other person to make any alterations to the Premises without the written consent of Lessor first obtained. Should Lessor consent to the making of any alterations to the Premises by the Lessee, subsequent to execution of this Lease, said alterations shall be made at the sole cost and expense of Lessee by a contractor or other person selected by Lessee and approved in writing by Lessor before work commences. Any and all alterations, with the exception of previously approved relocatable walls and other alterations readily removable without significant damage to the building Premises, interior or exterior, shall on expiration or sooner termination of this Lease, become the property of Lessor and remain on the Premises.

## **9. MAINTENANCE AND REPAIRS**

Lessee shall, at all times during the term of this Lease and any renewal or extension thereof, maintain, at Lessee's sole cost and expense, the Premises, in a good, clean, and safe condition, and shall on expiration or sooner termination of this Lease surrender the Premises to Lessor in as good condition and repair as they are in on the date of this Lease, reasonable wear and tear and damage by the elements excepted.

## **10. INSPECTION BY LESSOR**

Lessee shall permit Lessor or Lessor's agent, representative, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of the Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises under the Lease.

## **11. UTILITIES**

(a) Water and sewer suitable for the intended use of the Premises shall be provided and paid by Lessee.

(b) Gas and/or electric utilities shall be obtained and paid by Lessee.

(c) Janitorial services including the cleaning of windows and replacement of light globes or fluorescent tubes shall be paid by Lessee.

(d) Garbage removal shall be provided and paid for by Lessee.

(e) Lessee shall obtain and pay for telephone service.

(f) Snow removal shall be obtained and paid for by Lessee.

## **12. DESTRUCTION OF PREMISES**

Should said Premises, or the building of which they are a part, be damaged or destroyed by any cause not the fault of Lessee, Lessor shall at Lessor's sole cost and expense promptly repair the same and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Premises in their entirety; provided, however, that should the cost of repairing the damage or destruction exceed twenty-five (25%) percent of the full replacement cost of the Premises, Lessor may choose, in lieu of making the repairs required by this paragraph, to terminate this Lease by giving Lessee ten (10) days written notice of such termination.

## **13. CONDEMNATION OF PREMISES**

Should all or any part of the Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of the Lease:

(a) Either Lessor or Lessee may terminate this Lease by giving the other thirty (30) days' written notice of termination; provided, however, that Lessee cannot terminate this Lease unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the purposes intended by this Lease.

(b) Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessee for moving expenses or for damage to any personal property or trade fixtures owned by Lessee, shall belong to Lessor, and Lessee shall have no claim against Lessor or the entity exercising eminent domain power for the value of the unexpired term of this Lease.

(c) Should any portion of the building containing the Premises, other than the Premises be taken by eminent domain, Lessor or Lessee may, at its option, terminate this Lease.

## **14. ASSIGNMENT OR SUBLEASING**

Lessee shall not sub-lease, encumber, assign, or otherwise transfer its rights or interests under this Lease, without the express written consent of the Lessor first had and received, provided said consent by Lessor shall not be unreasonably withheld.

## **15. ACTS CONSTITUTING BREACHES BY LESSEE**

Lessee shall be guilty of a material default and breach of this Lease should:

(a) Any rent be unpaid when due and remain unpaid for thirty (30) days after written notice to pay such rent or to surrender possession of the Premises has been given to Lessee by Lessor;

(b) Lessee default in the performance of or breach any provision, covenant, or condition of this Lease other than one for the payment of rent and such default or breach is not cured within thirty (30) days after written notice thereof is given by Lessor to Lessee; or

(c) Lessee breaches this Lease and abandons the Premises prior to the expiration of the term of this Lease.

**16. LESSOR'S LIABILITY**

In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such a transfer will be substituted as Lessor under this Agreement, provided that all deposits are transferred to the grantee. Lessor shall be released from all future liability under this agreement.

**17. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessee: El Dorado County  
Chamber of Commerce  
542 Main Street  
Placerville, California 95667

Attention: Laurel Brent-Bumb, CEO  
Telephone: (530)621-5885

Lessor: County of El Dorado  
Chief Administrative Office  
Facilities Management Division  
330 Fair Lane  
Placerville, California 95667

Attention: Russ Fackrell, Facilities Manager  
Telephone: (530)621-7596

Either party, Lessor or Lessee, may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

**18. BINDING ON HEIRS AND SUCCESSORS**

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, Lessor and Lessee, hereto.

**19. TIME OF ESSENCE**

Time is expressly declared to be the essence of this Lease.

**20. WAIVER**

The waiver of any breach of any of the provisions of this Lease by Lessee shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessor either of the same or of another provision of this Lease.

**21. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

**22. SEVERABILITY**

If any provision, clause or part of the Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

**23. CALIFORNIA FORUM AND LAW**

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**24. ATTORNEY'S FEES**

Should any litigation be commenced between Lessor and Lessee concerning the Premises, this Lease, or the rights and duties of either Lessor or Lessee in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for us and for its attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

**25. LEASE ADMINISTRATION**

The county officer or employee with responsibility for administering this Lease is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

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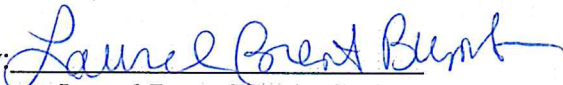
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IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates indicated below.

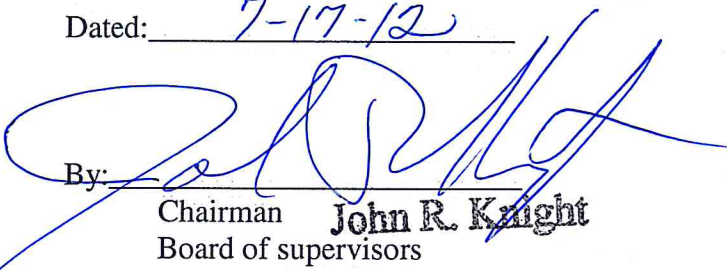
**LESSEE: EL DORADO COUNTY  
CHAMBER OF COMMERCE**

Dated: 06 26 12

By:   
Laurel Brent-Bumb, CEO

**LESSOR: COUNTY OF EL DORADO**

Dated: 7-17-12

By:   
Chairman **John R. Knight**  
Board of supervisors

ATTEST:

Terri Daly, Acting Clerk  
of the Board of Supervisors

Dated: 7-17-12

By:   
Deputy Clerk