

COUNTY OF EL DORADO

LEASE #514-L1411

THIS LEASE is made by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessor", and **KELLEY ROGERS, A SOLE PROPRIETOR, DOING BUSINESS AS HANGTOWN SKATE SHOP**, 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:

**JOE'S SKATE PARK
200 ARMORY DRIVE
PLACERVILLE, CALIFORNIA 95667**

The Premises consists of 540 square feet of an existing building together with the non-exclusive use of the restroom and common parking areas, as shown in the attached Exhibit "A" incorporated herein and made by reference a part hereof. This Lease Agreement does not include the existing Skate Park, as shown on Exhibit "A".

2. TERM

The term of this Lease shall be for three (3) years commencing on June 1, 2014 and ending on May 31, 2017, subject however, to earlier termination as hereinafter more particularly provided in Paragraph 20.

3. PAYMENT

Lessee agrees to pay to Lessor as rent, payable on the first day of each and every month, according to the following schedule:

- A. September 1 through May 31: Lease payments shall be Eighty Dollars (\$80.00) per month.
- B. June 1 through August 31: Lease payments shall be One Hundred and Fifty Dollars (\$150.00) per month.

Rent shall be paid to the order of: COUNTY OF EL DORADO, 330 Fair Lane Placerville, CA 95667, Attention: Chief Administrative Office, Accounting Division.

4. USE OF PREMISES

The Premises are leased to the Lessee for the purpose of providing skate-related products for sale, and to provide accessibility to vending machines for use by patrons of the Skate Park. At no time shall the Lessee be responsible for the day-to-day operations of Joe's Skate Park, nor the maintenance of the restroom, or other common areas.

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 public's ability to use the skate park in accordance with posted hours of operation; and
- D. Constitute commission of a waste on the Premises.

6. INSURANCE

Lessee shall provide proof of a policy of insurance satisfactory to the Lessor and documentation evidencing that Lessee maintains insurance that meets the following requirements:

- A. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- B. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- C. Lessee shall furnish a certificate of insurance satisfactory to Lessee as evidence that the insurance required above is being maintained.

- D. The insurance shall be issued by an insurance company acceptable to the Lessor or be provided through partial or total self-insurance likewise acceptable to Lessor.
- 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 the remainder of the term of the Lease, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Lessor 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 insurer will not cancel the insured's coverage without 30 days prior written notice to the Lessor, and;
 2. 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 all liability policies except workers' compensation.
- G. The Lessee's insurance shall be primary insurance as respects the Lessor, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the Lessor, its officers, officials, employees or volunteers shall be in excess of the Lessee's insurance and shall not contribute with it.
- H. Any deductibles or 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 as respects the Lessor, its officers, officials and employees; or Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim 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 officers, officials, employees or volunteers.

- J. The insurance companies shall have no recourse against the County of El Dorado, its officers, officials or employees 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 Agreement.
- 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 Lessor, either independently or in consultation with the Lessor's Risk Manager, as essential for protection of the Lessor.

7. INDEMNIFICATION

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, unless such damage, loss, injury or death shall be caused by the sole, or active negligence of Lessor, or the willful misconduct of Lessor.

Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in or upon the premises arising from any cause except that caused solely or primarily by the Lessor or its employees and agents and Lessee hereby waives all claims in respect thereof against Lessor.

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. In performing any such alterations, Lessee shall observe and comply with all applicable statutes, ordinances, rules, and regulations established by any federal, state, county or local government agency. 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 effective date of this Lease, reasonable wear and tear and damage by the elements excepted. Lessor shall maintain and be responsible for the repair of the structural and exterior elements, mechanical (heating and air conditioners, etc.) and other elements of the building which are an integral part of the building structure and serve the building as a whole.

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. SERVICES FURNISHED BY LESSOR

Lessor shall, at Lessor's own cost and expense, maintain the exterior walls, exterior windows, automobile parking areas, exterior lighting, sidewalks, retaining walls, ramps, plumbing, electrical, heating and air conditioning, landscaped areas, air conditioning and heating equipment and ductwork, and roof and structural supports of the building of which the Premises are a part, in good order and repair, excepting any repairs caused by the negligent or willful act of Lessee or Lessee's agents or servants.

12. TAXES AND ASSESSMENTS

Lessee shall pay before delinquency all taxes, assessments, license fees, and other charges, specifically including, but not limited to, possessory interest taxes that are levied or are levied and assessed against Lessee's personal property installed or located in or on the Premises or on Lessee's interest in the Premises or Property and that become payable during the Term of this Agreement. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee acknowledges that Lessee's interest in Premises which is created by the Agreement may be assessed a possessory interest tax.

13. UTILITIES

- A. Water and sewer suitable for the intended use of the Premises shall be provided and paid by Lessor.
- B. Gas and/or electric utilities shall be obtained and paid by Lessor.
- 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 Lessor.
- E. Lessee shall obtain and pay for telephone service.

14. AIR CONDITIONING AND HEATING

Lessor has provided, and shall maintain, or cause to be maintained, in the building of which the Premises are a part, an air conditioning and heating system.

15. 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 Lessor making the repairs required by this paragraph to terminate this Lease by giving Lessee ten (10) days written notice of such termination.

16. 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.

17. 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.

18. 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.

19. CANCELLATION

Either party may terminate this lease Agreement for any reason upon sixty (60) calendar day's written notice.

20. 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, and Lessor shall be released from all future liability under this agreement.

21. 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: Hangtown Skate Shop
2902 Shadow Lane
Pollock Pines, California 95726
Attention: Kelley Rogers
Telephone: (530) 626-6998
Lessor: County Of El Dorado
Chief Administrative Office
Facilities Management Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attention: Russell 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.

22. 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.

23. TIME OF ESSENCE

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 as 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.

29. LEASE ADMINISTRATION

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

CONTRACT ADMINISTRATOR:

By: 

Russell Fackrell
Facilities Manager
Chief Administrative Office

Dated: 3/14/14

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

-- LESSEE: COUNTY OF EL DORADO --

By: 
Norma Santiago, Chair
Board of Supervisors

Dated: 4-15-14

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 4-15-14

**-- LESSOR: KELLEY ROGERS, A SOLE PROPRIETOR,
DOING BUSINESS AS HANGTOWN SKATE SHOP --**

By: 
Kelly Rogers, Owner

Dated: 3-14-14

EXHIBIT A

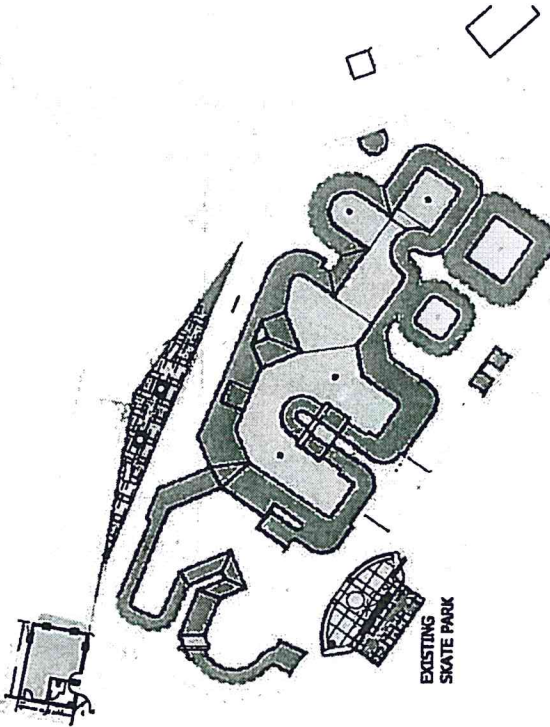
County of El Dorado
Department of Transportation
Facilities Engineering Division
3000 Fair Lane Ct., Roseville, CA 95667 (916) 821-6888

ARMORY DRIVE

1740

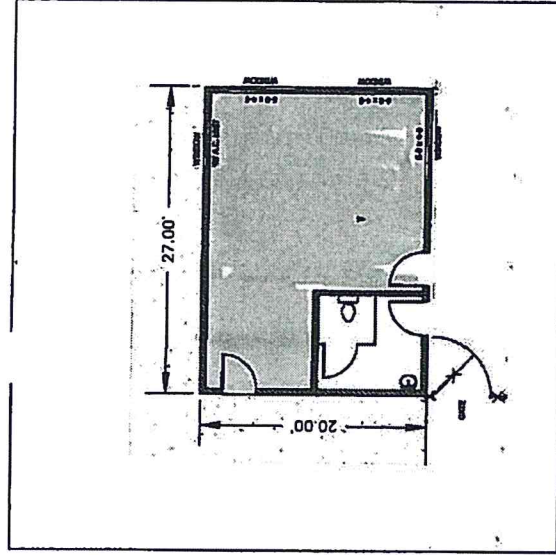
EXISTING BLUE
GATE ENTRY TO
FAIRGROUNDS

EXISTING BUILDING: SEE DETAIL
THIS SHEET- LOWER RIGHT SIDE



SITE PLAN
SCALE: 1" = 20'-0"

FOR SCHEDULE OF WORKS SEE SCHEDULE OF WORKS SHEET 1740-101



FLOOR PLAN
SCALE: 1" = 8'-0"