

**EMERGENCY OCCUPANCY AGREEMENT #4854**

Kayna Westley, LLC  
Best Western Stagecoach Inn  
5940 Pony Express Trail  
Pollock Pines, CA 95726

**and**  
COUNTY OF EL DORADO

THIS OCCUPANCY AGREEMENT (“Agreement”) is made and entered into this 20th day of April, 2020, by and between Kayna Westley, LLC (“Owner”) and the County of El Dorado, a political subdivision of the State of California (“County”) Owner or County may be referred to individually as “Party” or collectively as “Parties”.

This Agreement is made in accordance with Public Contract Code Section 22050 regarding emergency contracting procedures.

**RECITALS**

A. On March 11, 2020, the World Health Organization declared that the outbreak of COVID-19 constitutes a “pandemic”. Public health responses have included travel restrictions, quarantines, and curfews.

B. On March 13, 2020, a nationwide emergency was declared pursuant to Section 501(b) of the Stafford Act.

C. County has approached Owner to use the Premises to house individuals associated with COVID-19. Owner agrees that County may use the areas of the Premises described on Exhibit A attached hereto (the “Premises”) for the purpose of providing emergency shelter and housing for specified members of the public during this period of emergency. Owner acknowledges and understands that County intends to use the Premises to house and care for persons including those who have been diagnosed with COVID-19 but do not require hospitalization for the illness, persons who must be isolated or quarantined because they have been exposed to COVID-19, and other at risk persons.

D. Owner is the record owner of certain real property defined as the Premises herein situated in the County of El Dorado, State of California and has the authority to grant the rights contained herein this Agreement to the County.

E. This Agreement is entered into pursuant to the Governor’s State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, and other Executive Orders related thereto, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety. County enters into this Agreement as a political subdivision of the State of California and in reliance upon the aforementioned proclamation and executive order that County will seek reimbursement from the State of California and the federal

government to make County whole for its expenditures related thereto. All provisions of this Agreement shall be read and construed in a manner that is consistent with this stated purpose.

**NOW, THEREFORE**, in consideration for the promises of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Premises.

1.1. **Letting.** Owner hereby authorizes and lets to the County (including its invitees, tenants, contractors, agents and representatives) and County hereby hires from the Owner those certain Premises as defined herein, for the term, at the rental amounts, and upon all the terms and conditions set forth in this Agreement.

1.2. **Defined.** The Premises shall consist of portions of that certain real property, including improvements therein or to be provided by Owner under the terms of this Agreement, and commonly known as Best Western Stagecoach Inn, located at 5940 Pony Express Trail in the City of Pollock Pines, County of El Dorado, State of California, and consisting of 26 Rooms including 15 parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities (“**Premises**”), except the County shall not have access to the pool or pool area, or any exercise rooms or facilities. The County, its employees, tenants, and invitees shall not have access to private areas including the maintenance, telephone and storage rooms; the break room, manager’s apartment, or the manager’s office. It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees. Owner acknowledges that, as a result of County’s use and occupancy of all available lodging rooms on the Premises, Owner will be unable to rent rooms to the public during the term of this Agreement.

2. Use and Purpose. Owner acknowledges and understands that County intends to use the Premises to house and care for persons including: (1) persons who have been diagnosed with COVID-19 if such persons do not require hospitalization; (2) persons who must be isolated or quarantined because they have been exposed to the illness; and (3) other at risk persons. County will limit the occupancy of each guest room within the hotel building to no more than two persons housed in each room.

County agrees that medical services will not be performed on the Premises under any circumstances, except as is necessary to medically stabilize any person(s) prior to removing that person(s) from the Premises and transporting that person(s) to a hospital or other location.

3. Term. The “Term” of this Agreement shall commence on April 20, 2020, and shall continue through June 20, 2020 and will continue thereafter from month to month until

terminated as set forth herein or until thirty (30) days after termination or expiration of the Governor's Shelter-in-Place Order (N-33-20), whichever occurs first.

4. Termination.

Either Party may terminate this Agreement at any time by giving written notice to the other Party at least 30 days prior to the date when such termination shall become effective. If County fails to complete its move out within the notice period and remains in the Premises, additional rent shall be paid at the same rate as stated in Section 5 (Rent), based on the actual number of days County occupies the Premises following the effective date of termination.

5. Rent. Rent shall be \$2,860 per day. Rent shall be paid by County to Owner as follows:

5.1. Upon the commencement of the Term of this Agreement, rooms shall be available to County for placement of patrons. County shall pay rent in the sum of \$40,040.00 for the first 14 days of the Term, within ten (10) days of the effective date of this Agreement.

5.2. Thereafter, County shall pay rent in arrears at the end of each ensuing week, in the sum of \$20,020 with the first such payment due May 11, 2020. Rent payable hereunder for any period of time less than one week shall be determined by multiplying the daily rate set forth in Section 5 by the applicable number of days. Rent shall be paid to Owner at the address specified in this Agreement.

6. Parking spaces Upon commencement of the Term of this Agreement, 15 parking spaces shall be unobstructed and completely accessible for County's exclusive use.

7. Security. County staff, or County's contractor staff, shall be onsite daily at regularly scheduled intervals, and shall be available 24 hours a day, 7 days a week to respond to emergencies.

8. Services, utilities and supplies. Owner, at Owner's sole cost and expense, during the Term of this Agreement shall furnish the following services, utilities and supplies to the Premises: (a) Sewer, trash disposal and water service, including both hot and cold water to the lavatories; (b) elevator (if any) service; and (c) electricity and/or gas as necessary to provide power for heating, ventilating and air conditioning, and electrical or gas service as needed for County's operations. In the event of failure by Owner to furnish any of the above services or utilities in a satisfactory manner, County may upon 3 days prior written notice to Owner, furnish the same at its own cost; and, in addition to any other remedy County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become, due hereunder.

9. Housekeeping Owner's housekeeping staff shall provide the following services: retrieving soiled linens/towels, providing new linens/towels, toiletries, shampoo, conditioner, soap, toilet paper and tissues, all items picked up and dropped off at each room by Housekeeping staff. All items will be picked up or dropped off outside the exterior door of each room respectively. Owner shall provide for the cleaning of soiled linens/towels through owners laundry vendor. Housekeeping staff will not access the interior of the rooms or contact with room occupants. Housekeeping or Maintenance staff shall pick up any trash left outside the exterior door by occupant and dispose of appropriately. Maintenance Staff and Housekeeping staff shall coordinate with County to develop policies and procedures for hotel staff to facilitate the use of the Premises for the purposes outlined in this agreement.

10. Food service. Food will be supplied by the County or County contractors. Owner will not accept any requests for food, sundries (with the exception of items listed under paragraph 9 "Housekeeping" including toiletries, shampoo, conditioners, soap, toilet paper and tissues), or other items from the patrons placed in the facility under this Agreement.

11. Signs. County shall, after giving notice to Owner, have the right to install any signs the applicable local governmental agency will permit appropriate for the identification of the Premises.

12. Alterations by County. Owner hereby consents that during the Term of this Agreement or any extension thereof, County shall have the right, at County's sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure of the Premises shall not be altered. All improvements, installations and modifications installed by County during the Term of this Agreement shall be considered personal property of County and County may, at its option, remove any or all of such items at any time during the Term of this Agreement or any extension thereof. County shall restore the Premises affected by such installations, modification or improvement, as nearly as practicable to its condition as of the date of occupancy by County, normal wear and tear excepted.

13. Repair and maintenance.

13.1 During the Term of this Agreement, Owner shall maintain the Premises in good condition. Owner shall maintain the foundation, walls, roof, building exterior including doors and glass, floors, floor coverings, encased electrical system, encased plumbing, water and sewage disposal systems, fire sprinkler system, and HVAC system, and shall provide all maintenance and repair required to be performed in connection therewith. Owner, however, shall have no responsibility for maintenance which may be required by reason of negligence or misconduct of County, its agents, servants, employees, contractors, or patrons.

13.2 In the event of any failure of any building system or element in the Premises that is an Owner responsibility pursuant to the terms of this Agreement, County shall not be liable for any loss or damage arising out of or relating to any death,

bodily injury, or property damage resulting from such failure, except as to any loss or damage to the extent arising from the negligence of County.

14. Quiet possession. Owner agrees that County, while keeping and performing the covenants herein contained, shall at all times during the existence of this Agreement peaceably and quietly have, hold and enjoy the Premises without suit, trouble or hindrance from Owner or any person claiming under Owner.

15. Condition of Premises upon termination. Upon the termination of this Agreement for any reason, County shall vacate the Premises and deliver it to Owner in good order and condition, damage by the elements, fire, earthquake, falling objects and ordinary wear and tear excepted. If Owner makes any repairs to the Premises that are necessary to return the Premises in its original condition, including, replacement of mattresses and bedding, in the same specifications as the existing mattresses and bedding, only in those rooms where any person(s) tests positive for COVID-19 and repairing damage to any room, County will reimburse Owner for the actual costs of the repairs on submission of appropriate documentation, including receipts. For the avoidance of doubt, the Parties acknowledge and agree that the costs outlined in this section are not covered by either Party's insurance as outlined in Section 16 below. If replacement or repairs are needed, County will reimburse Owner for the loss of use of the guest room during the repair period at a rate not to exceed \$110 per day, per unusable guest room, for a period not to exceed five days. In addition, County will ensure that Owner maintains its use rights, including any grandfathered status under local zoning laws, at the end of the Term.

16. Insurance.

16.1 Owner:

Owner shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Owner maintains insurance that meets the following requirements:

16.1.1 Full Worker's Compensation and Employer's Liability Insurance covering all employees of Owner as required by law in the State of California.

16.1.2 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.

16.1.3 Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Owner in the performance of the Agreement.

16.1.4 In the event Owner is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional

liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

16.1.5 Owner shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

16.1.6 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

16.1.7 Owner agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Owner 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 term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Owner agrees that no work or services shall be performed prior to the giving of such approval. In the event the Owner fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

16.1.8 The certificate of insurance must include the following provisions stating that:

- (i) The insurer will not cancel the insured's coverage without prior written notice to County, and;
- (ii) The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

16.1.9 The Owner's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Owner's insurance and shall not contribute with it.

16.1.10 Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials,



employees and volunteers; or the Owner shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

16.1.11 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

16.1.12 The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

16.1.13 Owner's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

16.1.14 In the event Owner cannot provide an occurrence policy, Owner shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

16.1.15 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

16.2 County: County warrants that it is self-insured and will provide evidence of said insurance upon request.

17. Destruction of Premises. If the Premises or the hotel building on the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to materially impair County's use of the Premises, then all rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If Owner makes the necessary repairs within 180 days rendering the Premises as suitable and serviceable as they existed the day County occupancy commenced, no right of termination by County shall exist. If repairs are not made within 180 days, ordinary wear and tear excepted, County may terminate this Agreement effective on the 180th day after said destruction by mailing written notice to Owner of County's intention to terminate. If, during a period of partial destruction, County should desire to continue occupancy, rent shall be abated in the same ratio as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 90 days, County shall have the option to terminate this Agreement or remain in possession at the reduced rent.

18. Condemnation. If a public authority under the power of eminent domain should take the whole of the Premises, then the Term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, Owner shall have the right to terminate this Agreement and County shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If County remains in possession, all of the terms hereof shall continue in effect, with rents payable being reduced proportionately for the balance of the Term of this Agreement. If such taking under the power of eminent domain occurs, all payments shall belong to Owner.

19. Taxes and assessments. Owner shall pay all ad valorem taxes levied against the Premises covered by this Agreement.

20. Indemnification Except as otherwise provided herein, County represents that it has inspected the Premises, accepts the condition and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Owner, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Premises unknown to the County, its officers, agents or employees. Owner shall indemnify and hold harmless the County of El Dorado, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Owner, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (County's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Premises, and Owner, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Owner, Owner shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Owner's indemnification to Indemnitees as set forth herein. Owner's obligation hereunder shall be satisfied when Owner has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Owner obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Owner agrees that County is not liable to Owner for any claim of reputational damage as the result of County's housing of persons under this Agreement, provided that County complies with its obligations under this Agreement to maintain the Premises in good repair and ensures that the Premises is not deemed to be a public nuisance during the Term.



21. Hazardous substances. County agrees that it will comply with all applicable laws existing during the Term of this Agreement pertaining to the use, storage, transportation and disposal of any hazardous substance as that term is defined in such applicable law.

22. Compliance with State and Federal Laws.

22.1 **Compliance.** Owner warrants that the Premises and improvements on the Premises shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances (“Applicable Requirements”) in effect on the Occupancy Date of this Agreement, regardless of the use to which County will put the Premises. If the Premises do not comply with said warranty, Owner shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner’s expense. If the Applicable Requirements are hereinafter changed so as to require during the term of this Agreement, unless same is the result of the use to which County puts the Premises, the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance as hereinafter defined, or the reinforcement or other physical modification of the Premises Owner shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Owner’s expense.

22.2. **Americans with Disabilities.** Owner warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24, as amended from time to time and regulations issued pursuant thereto and in effect from time to time. Any cost incurred to cause the Premises to comply with said Act shall be borne by Owner.

22.3. **Non Discrimination.** Owner shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

22.4 **Fair Employment Practices/Federal Provisions.** During the performance of this Agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability,

medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article. The Owner shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

**22.5 Orders of Local, State or Federal Health** County and Owner mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and Owner mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

22.5.1 In the event that such Official Actions make occupancy and/or use of the Premises by County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to Owner in the manner described herein, and County and Owner mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to Owner pro-rated from the date of the Official Action, along with all other remaining sums due to Owner, within thirty (30) calendar days from the date of that Official Action.

22.5.2 The parties acknowledge that Owner and Operator are providing the Hotel Facilities for emergency purposes at the request of the County under the California Emergency Services Act (the "Act" (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

22.5.3 This is an acknowledgement that FEMA financial assistance will be requested by the County or State and if provided will be used to fund all or a portion of this

Agreement. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

23. Assignment and subletting. Neither County nor Owner shall have the ability to assign this Agreement without the consent of the other.

24. Time of essence; binding upon successors. Time is of the essence of this Agreement, and the terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

25. Waiver. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

26. Severability. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

27. Restoration of Premises. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall comply with all protocols established by all government agencies (e.g., the Centers for Disease Control and Prevention), to include sanitizing protocols for disinfecting all areas upon termination of the lease and to retain and disclose records to the Owner showing that the hotel was appropriately sanitized and disinfected upon termination of the lease.

Owner agrees that County's liability for damages shall be limited to \$50,000 in total for the term of this agreement.

28. Notices and payments.

28.1. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either (a) deposited in the United States mail, certified and postage prepaid or (b) sent via an alternate commercial overnight delivery service with the receiver's signature required, and addressed as follows:

To Owner: Hitesh Patel  
5940 Pony Express Trail  
Pollock Pines, CA 95726  
Attn: General Counsel

With a copy to:

To County: County of El Dorado  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
Attn: Contracts Unit

With a Copy to: County of El Dorado  
Chief Administrative Office – Procurement  
and Contracts Unit  
330 Fair Lane  
Placerville, CA 95667

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

28.2. Rent shall be made payable to Owner in the following name and delivered to the following address:

5940 Pony Express Trail  
Pollock Pines, CA 95726  
Attn: Kayna Westley, LLC

29. Entire agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereto and no obligations other than those expressly set forth herein will be recognized, regardless of whether the terms herein differ from what might arguably be implied from any other contract, lease, ordinance, policy, or other documents approved by County.

30. Amendments. It is mutually understood and agreed that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

31. Governing law; forum; venue. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The parties agree that this Agreement



was made and entered into in El Dorado County, California and that this Agreement and the parties' obligations under this Agreement are to be performed in El Dorado County. Accordingly, the parties agree that any action, suit or other legal proceeding concerning this Agreement shall be in a forum with jurisdiction over El Dorado County, California, with venue in El Dorado County.

32. Authority. If Owner is a corporation, general or limited partnership or individual owner, each individual executing this Lease on behalf of said corporation, partnership, or individual represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Agreement and that this Agreement is binding upon said corporation and/or partnership or individual.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the dates written below.

OWNER: Kayna Westley, LLC

  
By: Hitesh Patel, Owner and Sole Member

Date: 4/17/2020

COUNTY

  
Don Ashton, Chief Administrative Officer, or  
designee

Date: 4/24/2020

EXHIBIT A

SHOWING BLOCK OF ROOMS AND PARKING SPACES BEING LET

