

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Revocable License Agreement (“Agreement”), made and entered into on _____, (“Effective Date”), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California (“County”), and **PORTO BODEGA LP**, a California Limited Partnership (“Licensee”). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, a "party."

R E C I T A L S

WHEREAS, County is the owner of that certain real property generally known as tide and submerged lands below mean high tide, granted by the State of California by Statutes 1959, Chapter 1064, as amended by Statute 1961, Chapter 799, subject to the limitations particularly set forth in the Statute (“County Tidelands”); and

WHEREAS, the real property to be licensed by this Agreement is a portion of the County Tidelands located in the unincorporated community of Bodega Bay, Sonoma County, and is described herein below; and

WHEREAS, Licensee is the owner of the real property (“Uplands”) adjoining the County Tidelands; and

WHEREAS, Licensee desires to utilize a portion of the County Tidelands situated adjacent to Licensee’s Uplands in conjunction with operation of its Porto Bodega Marina & RV Park business operation; and

WHEREAS, County finds that the Licensee’s proposed use of County Tidelands is consistent with and will further promote the interests of the County.

NOW, THEREFORE, in consideration of the Premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in Section 2 below.
2. Premises. Licensee is hereby permitted exclusive use of a portion of the County Tidelands real property as specifically shown or described in Exhibit A attached hereto and made a part hereof (“Premises”), consisting of four (4) existing improved RV parking spaces identified as space numbers 38, 39, 40 and 41, each measuring approximately 50 ft. in length and 28 ft. in width. In addition, Licensee is permitted non-exclusive access over the existing County Tidelands driveway area as necessary to accommodate vehicular movements for ingress and egress, and pedestrian access associated with authorized use of the RV parking spaces as specified under Section 7.
3. Non-Exclusive Use of Premises. The license herein granted provides for Licensee’s non-exclusive use of a portion of the Premises as specified under Section 2 above, during

the term of this Agreement. County reserves the right to enter all portions of the Premises as necessary for purposes of inspection and maintenance of County improvements and utilities, and as otherwise allowed pursuant to the terms this Agreement.

4. **Term.** The initial term of this Agreement ("Initial Term") shall be five (5) years, commencing on the Effective Date of this Agreement ("Commencement Date"), and expiring at midnight on _____, 2030 ("Expiration Date"), unless earlier terminated in accordance with Section 23 below.

4.1. **Extension Options.** County grants to Licensee two (2) options to extend the Initial Term of this Agreement (each an "Extension Option," collectively the "Extension Options"), each for a period of five (5) years ("Extended Term," collectively the "Extended Terms"), said Extended Term to commence immediately upon the expiration of the Initial Term, subject to the conditions of this Section 4. To exercise the Extension Option(s) granted by this section, Licensee shall provide County written notice pursuant to Section 28 of Licensee's election to extend the Agreement term no later than ninety (90) days before expiration of the Initial Term, or the first Extended Term, respectively. Licensee's failure to timely notify County of Licensee's election to extend the Term of this Agreement shall constitute a waiver of the Extension Option(s). Licensee's timely notice of election to extend the Term of this Agreement shall be effective if, and only if, at the time of such written notice, Licensee is not in default of any provision of this Agreement.

The Initial Term together with any Extended Term shall constitute the term ("Term") of this Agreement.

5. **Rent.** Licensee shall pay the County for the agreed use of said Premises as follows: The sum of One Thousand Seventeen and No/100 (\$1,017.00) per month. The first payment shall be due upon the Commencement Date of this Agreement. The monthly rent shall be increased by three percent (3%) annually on the anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date throughout the Term, including any Extension Term, if the Extension Option is exercised by Licensee.

5.1 **Late Charge.** Payments shall be delinquent if not paid in full within thirty (30) days after the date due for each payment. Delinquent payments shall be subject to a late charge. Licensee agrees to pay a late charge of ten percent (10%) per month on the amount overdue for any unpaid sum owed to County.

5.2 **Manner of Payment of Rent.** Rent for any partial month shall be prorated at the rate of 1/30th of the Rent per day. Rent and any other sums payable by Licensee hereunder shall be paid by Licensee without notice, demand or offset to the County of Sonoma, Attn: Real Estate Manager, 400 Aviation Boulevard, Suite 100, Santa Rosa, CA 95403, or at such other place or places as may from time to time be designated by County.

6. **Use.** Licensee's use shall be limited to rental of four (4) existing RV parking spaces for use by guests of the Porto Bodega Marina & RV Park ("Park") for purposes of vehicular parking and associated recreational activities that are consistent with the uses otherwise permitted by Licensee for similarly rented RV spaces within the Park, and subject to compliance with County rules and regulations attached hereto as **Exhibit B**. All use

shall be non-invasive, transitory, and non-permanent. No other use shall be permitted. The rules and regulations attached hereto as **Exhibit B**, as well as such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of the Premises and the County Tidelands of which they are a part and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them. Licensee shall be solely responsible for any cost or expense for any and all maintenance and/or repairs required by County or by County's Permit & Resource Management Department ("PRMD"), including without limitation, alterations or repairs necessitated by the Americans with Disabilities Act.

Licensee shall comply, and ensure compliance by all of its agents, invitees, guests, and employees, with all laws, rules and regulations of applicable governmental authorities, including the California Coastal Commission, and such rules and regulations as may be adopted by County for the safety, care and cleanliness of the Premises and surrounding County Property grounds, and the preservation of good order thereon. Use of the Premises is subject to the conditions and terms under which the subject property was transferred to County (Public Statutes 1959, Chapter 1064, as amended by Statute 1961, Chapter 799). Licensee acknowledges that the Premises is held in Public Trust by and for the people of the State of California and agrees that no Licensee use of or activity on the Premises shall violate, nor cause County to be in violation of, applicable statutory or grant restrictions or any other condition under which the Premises is held as public trust tidelands, including the general requirement that the Premises remain available for public use and access without unlawful discrimination and subject only to reasonable restriction consistent therewith.

Licensee shall be responsible for ensuring that any activities of its agents, invitees, guests, or employees are consistent with the terms of this Agreement.

8. Utilities/Repairs/Maintenance. Licensee shall be solely responsible for the procurement of, and payment for, any and all required services on or to the Premises. Throughout the term, Licensee shall, at Licensee's sole cost and expense, maintain and repair the Premises, including all structures, facilities and appurtenances thereon and thereto, in good condition. Furthermore, Licensee shall promptly perform at its sole cost, any repairs determined necessary by County to meet minimum acceptable safety standards for RV use. Licensee shall reimburse County for the cost of required repairs, performed by the County, to Premises needed as a result of Licensee's negligence or willful acts and shall be paid to County within thirty (30) days of receipt of invoice by Licensee for said repairs.
9. Equipment Installation and Operation. Any equipment proposed for installation and use by Licensee shall be at Licensee's sole cost and expense, subject to the prior written approval of County of its location and connection methods, and utility/operating requirements. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

10. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
12. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.
13. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
14. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.
15. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. **NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.**
16. Deposit Refund. Licensee shall pay to County a deposit of One Thousand Seventeen and No/100 Dollars (\$1,017.00) (the "Security Deposit") on or before the Commencement Date as security for the full performance and observance of each and all of the provisions of this Agreement. If Licensee defaults in any particular manner, County may use, apply or retain the whole or any part of the Security Deposit: (a) to the extent of any sum due to County; (b) to make any required payment on Licensee's behalf; or (c) to compensate County for any expense or damage caused by Licensee's default. On County's demand, Licensee shall promptly pay to County a sum equivalent to the amount by which the Security Deposit was so depleted.
17. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
18. Non liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property, or that of Licensee's agents, invitees, guests, and employees, from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair.

19. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 19.1, 19.2, 19.3 and 19.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 19.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, sublicensees, licensees and contractors, and the agents, employees, patrons, contractors and invitees of sublicensees, including any use of the Premises not allowed under this Agreement.
- 19.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.
- 19.3 Approval of Agreement. The approval of this Agreement by County.
- 19.4 Other Activities. Any other activities of Licensee, its agents, employees and sublicensees.
20. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit C attached hereto and made a part hereof.
21. Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, employees, guests, or other invitees.
22. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability.
23. Termination by County. County may terminate this Agreement for any reason whatsoever upon thirty (30) days prior written notice to Licensee.

24. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.
25. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.
26. Licensee to Act in Independent Capacity. Licensee, its officers, 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.
27. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
28. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such written notice shall be conclusively taken as sufficiently given forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed as follows:

If to COUNTY: **COUNTY OF SONOMA**
Sonoma County Public Infrastructure Department
Attn. Real Estate Manager
400 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403
Email: SPI-RealEstate@sonoma-county.org

With a copy to: **COUNTY OF SONOMA**
Attn: Accounting Division – Tidelands
400 Aviation Boulevard, Suite 100
Santa Rosa, CA 95403
Email: SPI-Accounting@sonoma-county.org

If to LICENSEE: **Porto Bodega LP**
Attn: Richard J. Battaglia, CEO and President
17992 Cowan
Irvine, CA 92614
Email: FI@FrontierInv.net

With a copy to: **PORTO BODEGA LP**
In c/o Frontier Investment Corporation
Attn: Brian Lamb, Regional Supervisor
17992 Cowan
Irvine, CA 92614
Email: BLamb@FrontierInv.net

Either party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this Section 28.

29. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.
30. Surrender. Upon the expiration or sooner termination of this Agreement, County may, at County's election, require Licensee to leave in place or remove any structures or other improvements that have become fixtures upon the Premises. If County elects to require Licensee to remove any structures or fixtures, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and fixtures as is designated by County, and any personal property of Licensee, and restore the Premises to its original condition. Upon such termination of this Agreement, Licensee shall vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed, and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.
31. General Provisions.
 - 31.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
 - 31.2 Incorporation of Prior Agreements; Amendments. 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. 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, whether executed or unexecuted.
 - 31.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
 - 31.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.
 - 31.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

- 31.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in 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 in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 31.7 Relationship. The parties intend by this Agreement to establish the relationship of licensor and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of licensor and licensee.
- 31.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any part hereof.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“LICENSEE”:
PORTO BODEGA LP, a California Limited Partnership

By: _____
 Richard J. Battaglia
 CEO and President

“COUNTY”:
COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
 Johannes J. Hovertsz, Director
 Sonoma County Public Infrastructure

The SPI Director is authorized to execute this Agreement pursuant to Sonoma County Board of Supervisors' Action dated _____, 2025.

APPROVED AS TO FORM
FOR COUNTY:

Deputy County Counsel

RECOMMENDED FOR APPROVAL FOR COUNTY,
AND EVIDENCE OF INSURANCE ON FILE:

Real Estate Manager

Exhibit A

[Description/Depiction of the Premises]



RV spaces #38 through #41



Exhibit B

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the County Tidelands of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.

2. The County Tidelands driveway exits and entrances shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
3. Licensee shall not alter any lock or install any new or additional locks or any bolts on any portion of the Premises.
4. Licensee shall not in any way deface the Premises or any part thereof.
5. County shall have the right to prescribe the weight, size and position of all heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. County will not be responsible for loss of or damage to any property from any cause, and all damage done to the County Tidelands by moving or maintaining any such property shall be repaired at the expense of Licensee.
6. Licensee shall not use, keep or permit to be used or kept any hazardous materials, foul or noxious gas or substance on the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the County Tidelands of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises, except as rules of the Park allow for similarly rented RV spaces. Disability assistance animals shall, however, be permitted in the Premises.
7. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
8. No modification to existing utilities or other improvements to the Premises shall be made by Licensee without prior County approval. County will direct electricians as to where and how electrical, telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of electric service, telephones, call boxes and other equipment affixed to the Premises shall be subject to the approval of County, with costs of associated improvements serving Licensee's operations to be borne by Licensee.
9. County shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Premises of any person. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the

Premises during the continuance of the same by closing of the access points, for the safety of the occupants and protection of property in the County Tidelands.

10. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
11. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the County Tidelands of which the Premises are comprised or are a part.
17. County shall have the right to control and operate the public portions of the County Tidelands of which the Premises are comprised or are a part and the public facilities and in such manner as it deems best for the benefit of the public generally.

Exhibit C

[Insurance Requirements]

Licensee shall maintain and require its subcontractors and agents to maintain, during the term of this Agreement or any extensions of the term, insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Licensee currently has no employees as defined by the Labor Code of the State of California, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Licensee maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Licensee.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- d. The **County of Sonoma, its Officers, Agents and Employees** shall be additional insureds for liability arising out of the Licensee's operations or premises rented to Licensee (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Licensee and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and
 - iii. Certificate of Insurance.

Property Insurance for Business Personal Property and Licensee’s Improvements

(Required only during the Post-Construction Period)

- a. Property insurance on a “special form” or “all risks” basis.
- b. Minimum Limit: the full current combined replacement cost of Licensee’s Business Personal Property and Licensee’s improvements.
- c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance: Certificate of Property Insurance or Evidence of Commercial Property Insurance.

Automobile Liability Insurance

- f. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- g. Insurance shall cover all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- h. Insurance shall cover hired and non-owned autos.
- i. Required Evidence of Insurance: Certificate of Insurance.

Increases in Limits of Insurance

County may periodically require higher policy limits if such increased limits are reasonably available in commercial insurance markets.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

- a. The Certificate of Insurance must include the following reference: **License Agreement to Porto Bodega LP for use of Tidelands RV Parking Spaces #38 through #41, Bodega Bay, California.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees, in c/o Sonoma County Public Infrastructure Department, Attn: Real Estate Manager, 400 Aviation**

Boulevard, Suite 100, Santa Rosa, CA 95403, Email: SPI-RealEstate@sonoma-county.org.

- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Licensee fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Licensee resulting from said breach.