

# **LICENSE AGREEMENT**

**FOR**



**CLOVERDALE VETERANS MEMORIAL BUILDING**

**BETWEEN**



**COUNTY OF SONOMA**

**AND**

**WILLIAM RUSSELL LEDFORD POST #293, AMERICAN  
LEGION, a 501(c) (3) organization**

**FOR PROPERTY LOCATED AT**

**205 WEST FIRST STREET, CLOVERDALE, CA**

## **LICENSE AGREEMENT**

This LICENSE AGREEMENT (hereinafter referred to as this "Agreement") is made and entered into on \_\_\_\_\_, 2023 (the "Effective Date") by and between **the COUNTY OF SONOMA, a political subdivision of the State of California** (hereinafter referred to as "County") and **WILLIAM RUSSELL LEDFORD POST #293, AMERICAN LEGION, a 501(c) (3) organization**, (hereinafter referred to as "Licensee"). County and Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

## **RECITALS**

**A.** County is the owner of that certain real property commonly known as the Cloverdale Veterans Memorial Building ("Building") comprised of approximately six thousand nine hundred sixty-two (6,952) square feet, located at 205 West First Street, Cloverdale, California, (APN 001-122-025) together with all improvements erected thereon and all personal property of County located thereon together with all contents, furniture, fixtures in the Building and the surrounding parking areas, landscaping and associated grounds, more specifically described and depicted in **Exhibit A** attached hereto and incorporated herein (hereinafter collectively referred to as "Premises");

**B.** County has managed the Premises to provide, among other things, a location for qualifying Veterans organizations to meet, a venue for other Veterans-related events, a venue for a wide range of public and private events, and a venue for County business; and

**C.** County desires to grant to Licensee a revocable, non-exclusive license to operate the Premises consistent with the County objectives of providing a location for qualifying Veterans organizations to meet, a venue for other Veterans-related events, a venue for a wide range of public and private events, a community events center for use by the general public as administered by Licensee and/or third party community organizations, and a venue for County business, all while maximizing the Premises' value to the community.

**NOW, THEREFORE**, incorporating the Recitals as set forth above, and in consideration of the mutual covenants herein contained, County and Licensee hereby agree as follows.

## **AGREEMENT**

### **ARTICLE I TERM**

**1.1 TERM.** The term of this Agreement shall be three (3) years, commencing on July 1, 2023 ("Commencement Date") and ending on June 30, 2026, and may be extended for two (2) additional (1) year terms, at County's election and with the consent of Licensee, unless previously terminated under **Article IX** (Termination of Agreement). At the expiration of said

term, as may be extended, this Agreement, shall then be deemed a month-to-month agreement which is cancelable by either party on 30 calendar days' advance written notice to the other party, which notice may be given at any time during a month, provided that in any event the cancellation shall be effective at the end of the calendar month in which the 30 calendar day notice period ends.

## **ARTICLE II RESPONSIBILITIES OF LICENSEE AND COUNTY**

### **2.1 LICENSEE RESPONSIBILITIES.**

**2.1.1** Licensee shall be principally responsible to manage and operate the Premises and to handle reservations, renting for permitted uses, meetings, events, and classes and the programming the Premises for veteran's and public uses as set forth herein.

**2.1.2** Licensee shall use its best efforts to fully rent, reserve and license the Premises with the goal of maximizing the Premises' economic value.

**2.1.3** Licensee shall operate the Premises as a licensee and independent contractor in a manner normally associated with the operation of good quality commercial property in the Sonoma County, California area. This Agreement does not constitute a lease but constitutes a mere non-exclusive license to Licensee and is limited to the Premises which is expressly and specifically described herein.

**2.1.4** County's responsibilities are set forth in **Section 2.6** below.

### **2.2 LICENSEE PERMITTED USES; COUNTY RESERVED RIGHTS.**

**2.2.1 Licensee's Permitted Uses.** Licensee shall use and permit the use of the Premises only for the following purposes: (a) operation of a Veterans memorial building for the benefit of Veterans organizations as required by the Military and Veterans Code and consistent with *County of Sonoma Veterans Memorial Building Use Policy* dated as of September 18, 2018, as may be amended, which policy is attached hereto and incorporated herein by reference as **Exhibit B-1**; (b) a community and recreational events center administered by Licensee and/or third party community organizations whereby meetings, events, classes and other programming, consistent with the intention of this Agreement, are offered; and (c) other uses and reservations, as specifically provided for in this Agreement.

#### **2.2.1.1 Uses for the Benefit of Veterans Organizations.**

(a) Continued use of the Premises by all Veterans' organizations shall be allowed as required by the Military and Veterans Code, as amended from time to time. *County of Sonoma Veterans Memorial Building Use Policy* specifies Veterans' organization reserved uses and related requirements, and Licensee shall familiarize itself with said policy and manage and operate activities at the Premises in the manner set forth in said policy and according to the "Licensee Administration and Operational Requirements" attached

hereto at **Exhibit B-2**. If a dispute arises concerning use by a Veterans' organization which is not timely resolved to the mutual satisfaction of Licensee and a Veterans' organization, Licensee shall notify County of the dispute and County shall work with the parties to resolve the dispute. Determinations made by the County through its Director of Public Infrastructure or his/her designee regarding the resolution of such disputes shall be final.

(b) Continued use of the auditorium and other portions of the Premises for memorial services for deceased Veterans pursuant to **Exhibit B-2**.

(c) Licensee shall keep and maintain the memorial room with all of the Veterans memorabilia in current condition and permit future additions by the Veterans as needed.

(d) Licensee shall establish a protocol for communications to be used to keep the Veterans Service Organizations ("VSOs") informed about Licensee uses and VSO requested and planned uses of the Premises and a process to discuss and resolve any disagreements about priority of Licensee's and VSO's uses and concerns.

**2.2.1.2 Licenses with Third Party Community Organizations.** Other than as for use by qualified VSOs consistent with **Exhibit B-1** and **Exhibit B-2**, for each use of the Premises by a third party, Licensee shall prepare a standard license agreement in the form of that attached hereto as **Exhibit C**. The standard license agreement must be fully executed by Licensee and the third party with all required documentation on file prior to such use. Licensee shall follow County's Non-Discrimination Policy in making license agreements available.

(a) **License Insurance Requirements.**

i) Individual users (e.g., private celebrations, events, etc.) are required to purchase insurance through the Event Liability Insurance Program used by County and have such policy in place before the event occurs. At the time of this Agreement, Alliant Insurance Services Inc. ("Alliant") is the company used by County. This program provides General Liability coverage at a reasonable cost and with minimal administration. Licensee agrees to establish an account with Alliant and any replacement company for provision of this coverage, and to manage this process.

ii) Business, association, club, etc., users (e.g., meetings, classes, community celebrations, etc.) can choose to purchase event specific coverage through the Event Liability Insurance Program currently with Alliant, but are not required to do so. If the Program is not used, such users must provide other insurance coverage which meets the requirements specified in the license agreement. Licensee shall review the insurance documentation submitted by users as required by the license agreement and ensure that all required documentation is on file before the event occurs.

(b) Other License/Insurance Matters. If any of the following occurs with respect to any license agreement Licensee plans to execute with a potential licensee, then Licensee shall consult with County and follow the direction provided by County either before execution of the license agreement, or as soon as Licensee becomes aware of the occurrence:

i) licensee has a deductible of self-insured retention in excess of Twenty-Five Thousand Dollars (\$25,000) for its general liability insurance or liquor liability insurance;

ii) Any of licensee's insurance is terminated or reduced, or sub-licensee fails to maintain its required insurance;

iii) Licensee seeks assignment of the license agreement or any duty or interest thereunder;

iv) A question arises regarding the number of persons at an event;

v) Licensee wishes to cancel the license agreement.

**2.2.1.3 Other Third Party Organizations.** Continued use of portions of the Premises by certain other organizations as generally set forth in Exhibit B-2 shall be allowed. The rental rates to be charged to said third party organizations are set forth at Exhibit D and are addressed at Section 2.13 below.

**2.2.1.4 Alcoholic Beverages.** In the event Licensee or any third party intends to serve alcoholic beverages at any event, then Licensee, its licensees and any third party users shall comply with the provisions set forth in Exhibit E.

**2.2.1.5 Veterans Advisory Committee attendance.** Licensee shall appoint at least one of its officers or executive staff to attend all meetings of the County's Veterans' Advisory Committee.

**2.2.2 Operational Requirements of Licensee.** Licensee agrees throughout the term to abide by the following conditions and requirements:

**2.2.2.1 Cancellation of Insurance; Increase in Insurance Rates.** Licensee shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises or Licensee's activities hereunder.

#### **2.2.2.2 Hazardous Materials.**

(a) Licensee shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Licensee, its agents, employees, contractors or invitees, without the prior written consent of County. For consent to be granted, Licensee must demonstrate to County's satisfaction that such Hazardous Materials: (i) are necessary or useful to Licensee's business and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any such Hazardous Materials ("Hazardous Materials Laws") and (ii) do not otherwise, due to the quantity, nature or use of such Hazardous Materials, materially increase the risk of fire or other casualty to the Premises.

(b) To the extent any Hazardous Materials are used, kept, or are present in or on the Premises after the Effective Date, Licensee shall ensure that all such Hazardous Materials, and all uses thereof, are in full compliance with all Hazardous Materials Laws. Licensee shall be responsible for all alterations, improvements, modifications and remediation necessary to comply with any and all laws and regulations, including without limitation, those related to remediation or abatement of Hazardous Materials, seismic and other codes. Licensee expressly acknowledges that many of the improvements on the Premises were constructed in or before 1976 and may contain Hazardous Materials.

(c) If Licensee breaches the obligations stated in subparagraphs (a) or (b) above, or if the presence of Hazardous Materials on the Premises after the Commencement Date results in contamination of the Premises, or if Hazardous Materials are otherwise discharged or released from the Premises after the Effective Date, then Licensee shall indemnify, defend (with counsel approved by County) and hold County harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such breach, contamination, discharge, or release. This indemnification of County by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in, on or under the Premises. Upon the termination of this Agreement, Licensee shall surrender the Premises to County free of any and all Hazardous Materials and in compliance with all Hazardous Materials Laws. This indemnification shall survive the termination or expiration of this Agreement.

(d) For the purpose of this **Subsection 2.2.2.2**, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability

Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after the Effective Date.

**2.2.2.3 Billboards and Signs.** Licensee agrees not to construct or install any building signage, or maintain, or allow upon the Premises any billboards, signs, banners or like displays which may be placed in or upon any building or structure in such manner as to be visible from the outside thereof, without the prior written consent of County, and provided Licensee has obtained all necessary permits and other entitlements required by all Laws and Orders (as defined below). In no event shall Licensee remove, cover, deface, modify, alter, relocate or otherwise change any signage existing on the Effective Date relating to the Veterans memorial for which the Building was constructed, without the prior written consent of County.

**2.2.2.4 Waste; Nuisance.** Licensee shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties.

**2.2.2.5 Compliance with Laws.** Licensee shall comply with all Laws and Orders (as defined below) concerning use, rental, operations, maintenance, improvement, and programming of the Premises or Licensee's use of the Premises. For purposes of this Agreement, the term "Laws and Orders" includes all federal, state, county, city or government agency laws, statutes, ordinances, standards, rules, regulations, requirements, or orders now in force or hereafter enacted, promulgated, or issued. The term "Laws and Orders" also includes government measures regulating or enforcing public access, occupational, health, or safety standards for employers, employees, landlords or tenants. Licensee to comply with all COVID protocols and health mandates regarding air exchange, cleaning, disinfecting, social distancing, signage, contact tracing, etc. (if any).

### **2.2.3 County Uses and Rights.**

**2.2.3.1 County Reserved Uses.** Notwithstanding anything herein to the contrary, County reserves the following uses of and rights to the Premises, and all of Licensee's rights hereunder are subordinate and subject to all such reservations. In no event shall Licensee charge any rental, fee or other consideration to any party for any use of the Premises as described in this **Subsection**.

(a) County reserves the right to use all or a portion of the Building or associated parking lots, in the event of emergency or major disaster such as flood, earthquake or pandemic health emergency, cooling centers, power safety shut off community support center, homeless shelter programs and similar ("Emergency Event(s)"). Under disaster operations, it may be necessary to cancel all, or a portion of, scheduled activities during the

period(s) immediately preceding the onset of a disaster, during a disaster, and the recovery period after the disaster.

(i) During Emergency Event(s): (1) County shall not be obligated to reimburse Licensee for any loss of rental revenues or related costs; and (2) Licensee shall not be subject to the Maintenance Responsibilities requirements set forth in **Exhibit F**, except in the event and to the extent Licensee continues conducting the Permitted Uses in a portion of the Premises and then only with regard to said portion.

(b) Continued use of portions of the Premises as a voting precinct or polling place in a manner as determined by the County's Director of Public Infrastructure and acceptable to the County's Registrar of Voters. Licensee shall request, on a yearly basis or more often if appropriate, voting uses for the Premises from the County's Registrar of Voters, and shall coordinate such communication with the County's Director of Public Infrastructure; and

(c) Use of the auditorium portion of the Premises by the County for public meetings (e.g., town-hall meetings, CEQA hearings and other public meetings) and other events of community interest as determined by County not more than twelve (12) times per calendar year, for not more than eight (8) hours at a time, upon thirty (30) days' prior written notice to Licensee (if possible), and subject to prior reservations arranged by Licensee. County and Licensee shall closely cooperate to effect County's use of the Premises pursuant to this **Section**.

(d) Licensee shall not commit any act or omission that would in any way interfere with the reservations described above. Licensee shall fully cooperate with the organizations for which these reservations have been set aside. Licensee shall appoint at least one of its officers or executive staff to attend all Veterans' advisory committee meetings established by the County. In the event any act or omission on the part of Licensee directly or indirectly interferes with the uses described in the reservations above, Licensee shall immediately correct said interference, at Licensee's sole cost and expense, to the full satisfaction of County. In the event that Licensee fails to remedy any such interference within one (1) hour of receiving notification thereof (which may be verbal), County shall be entitled to correct such interference at Licensee's sole cost and expense.

**2.2.3.2 County's Right to Grant Easements.** County shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; and telephone and telegraph power lines and such other infrastructure, appliances and appurtenances necessary or convenient to use in connection therewith, over in, upon, through, across and along the Premises or any part, thereof, as will not substantially interfere with Licensee's operations hereunder and to enter thereupon for any and all such purposes. County also reserves the right to grant interests, easements, rights-of-way and permits in, over, and upon, along or across any



and all portions of said Premises as County may elect. County will cause the surface of any affected portions of the Premises to be restored to its condition existing immediately prior to commencement of any construction done pursuant to this **Subsection**. County agrees that any right set forth in this **Subsection** shall not be exercised unless a prior written notice of ten (10) days is given to Licensee. However, if such right must be exercised by reason of emergency, County will give verbal notice and then written notice as soon as reasonably possible under such circumstances.

**2.2.3.3 Compliance with Laws.** County shall comply with all Laws and Orders relating to its ownership of the Premises which are not Licensee's responsibility as defined in **Section 2.2.2.5** above.

**2.3 MARKETING.** Licensee shall be responsible for marketing, reservations, and licensing for activities at the Premises. Licensee shall use its best efforts to fully rent, reserve, and license the Premises with the goal of maximizing the Premises' economic value. Licensee shall negotiate and execute reservations and license agreements pursuant to **Subsection 2.2.1.2** without the prior written approval of County, provided the term and amount of any such agreement meets the requirements of County Code Section 2-172, as it may be amended. License agreements in excess of the above authority limits shall be presented to County for its independent review and approval. Licensee shall not represent anything to the contrary to prospective licensees.

**2.4 LICENSEE'S GENERAL OBLIGATION TO MAINTAIN.** Licensee shall promptly and without delay institute and effect all ordinary and extraordinary repairs, maintenance, decorations and alterations, at its cost and expense. Licensee may replace kitchen appliances with the prior notice to and approval of County.

**2.5 LICENSEE'S MAINTENANCE.**

**2.5.1 Maintenance.** Except as provided in **Section 2.6** below to the contrary, Licensee shall, at its expense, maintain in good condition and repair the Premises consistent with the Maintenance Responsibilities Matrix attached hereto and incorporated herein by reference at **Exhibit F**.

**2.5.2 Utilities.** Except as provided in **Subsection 2.6** below, Licensee shall be responsible for timely payment of all operating costs for use of the Premises, including all costs associated with maintenance and repair per **Subsection 2.5.1** above, and taxes including Possessory Interest Taxes. Licensee shall pay for phone, internet and cable, etc. during the Term.

**2.5.3 Janitorial Services.** Licensee shall regularly clean the Building and disinfect surfaces, stock all supplies and equipment needed for use and replace as necessary (paper products, light bulbs, furniture, chairs, tables, small appliances etc.) for all permitted

uses, remove garbage from the Building and parking lots and keep the Premises in a clean, sanitary and tidy condition.

## **2.6 COUNTY'S MAINTENANCE.**

**2.6.1 Maintenance.** Except as provided in Section 2.4 and Section 2.5 above, County shall be responsible for the maintenance and repair of the structural parts of the Building and major building systems, and shall otherwise maintain the Building consistent with Maintenance Responsibilities Matrix attached at Exhibit F.

**2.6.2 Major Building Systems.** In the event of damage, destruction or failure of any "Major Building Systems" (defined as: the heating, ventilating and cooling system; the electrical wiring system; the water supply, steam and sewer plumbing systems; and mechanical systems) during the Term, as may be extended, County shall be under no obligation to replace any such system. If County elects to repair and/or replace said system or portion thereof, then it shall do so only to the extent adequate funding is appropriated by the Board of Supervisors for said repair or replacement work. If County determines not to replace a Major Building System which renders the Premises unusable, Licensee may terminate this Agreement upon 30 days' notice to County.

**2.6.3 Preventative Maintenance.** County shall be responsible for the administration of a preventative maintenance program for all mechanical systems, electrical systems, plumbing systems and other equipment, and may at its election contract with a third party for the same.

**2.6.4 Utilities.** County shall pay for all normal utilities use during the Term, as may be extended, including without limitation water, sewer, garbage, recycling, electricity and gas.

**2.7 TAXES.** Licensee is fully responsible for and agrees to pay out of the Operating Account, all real and personal property taxes (including any tax levied on a possessory interest, as defined in California Revenue and Taxation Code Section 107 or successor statute, if applicable), general and special assessments, and other charges of every description, levied on or assessed against the Premises, personal property located on the Land or in the Building, to the full extent of installments falling due during the term. Licensee shall make all such payments directly to the assessing authority, at least ten (10) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any, or all, of the above items, in installments (whether or not interest accrues on the unpaid balance), Licensee may, at Licensee's election, utilize the permitted installment method, but shall pay each installment, with any interest, before delinquency. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to payment of property taxes levied on such interest.

**2.8 BANKING.** Licensee shall facilitate all banking matters related to its contractual responsibility. Licensee shall notify County of the account number of the Operating Account together with the name and location of the financial institution wherein it is located.

**2.9 INSPECTIONS.** Licensee shall conduct regular and frequent inspections of the Premises, sufficient to provide proper preventative and corrective maintenance.

**2.10 BOOKS AND RECORDS.** Licensee shall maintain complete and identifiable records and files on all matters pertaining to the Premises, including without limitation, all revenues and expenditures, service contracts, licenses, and similar agreements. Said books and records shall be kept during the term of this Agreement and any extension at the offices of Licensee at:

WILLIAM RUSSELL LEDFORD POST #293, AMERICAN LEGION  
Attn: Gus Wolter  
PO Box 535  
Cloverdale, CA 95425  
Ph: 707.322.4916  
Email: gusw45me.com

or such other place as County and Licensee from time to time agree. Licensee shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Licensee shall maintain such records for a period of four (4) years following completion of work hereunder. County's duly authorized representatives shall at all times during regular business hours have access to and may inspect and copy any such books and records. Licensee shall prepare or cause to be prepared such other statements to the extent related to the property as County may reasonably request. Licensee shall provide all books and records to County promptly at the end of the term or earlier termination of this Agreement.

**2.11 CUSTOMER RELATIONS.** Licensee shall administer a customer relations program which maintains a high visibility of the Premises to renters, licensees and similar parties.

**2.12 AS-IS CONDITION OF PROPERTY.**

**2.12.1** County shall provide access to the Premises for Licensee to conduct all necessary due diligence prior to commencement of this Agreement, pursuant to a separately-executed, standard Right of Entry agreement, in form and terms provided by County. At Licensee's sole and exclusive cost and risk, Licensee to perform all due diligence studies, investigations and assessments of the Premises to assess the appropriateness of the Premises for Licensee's proposed activities, uses, and operations. Such review may include such

measurements and surveys, environmental, habitat, engineering utilities and regulatory reviews Licensee considers reasonable and necessary. County to provide available and relevant records, documents, exhibits, studies in possession of County.

**2.12.2** By execution of this Agreement, Licensee acknowledges that it has had sufficient time to conduct all inspections, reviews and studies of the Premises that may deem necessary. Licensee hereby expressly assumes the risk that adverse physical conditions and the full extent thereof, may not be revealed by Licensee's inspections, reviews and studies of the Premises. It is an expressly bargained-for agreement herein that Licensee shall be responsible, at Licensee's sole cost and expense, for causing the Premises to comply in all respects with all Laws and Orders as provided for herein.

**2.12.3** Licensee hereby acknowledges that neither the County nor anyone acting for or on behalf of the County, has made any representation, warranty or promise to Licensee concerning the physical aspects or condition of any portion or part of the Premises, Land, Building or other improvements, the feasibility, desirability or convertibility of the Premises into any particular use, the zoning, building or land use restrictions applicable to the Premises, projected income or expenses for any of the Premises, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Agreement has not relied on any representation, statement or warranty of the County, or anyone acting for or on behalf of the County, and that all matters concerning the Premises shall be independently verified by Licensee, and that Licensee shall use and occupy the Premises on 's own examination thereof, AND THAT LICENSEE IS UTILIZING AND MANAGING THE PREMISES IN "AS-IS" PHYSICAL CONDITION AND "AS-IS" STATE OF REPAIR.

**2.12.4** Licensee does hereby waive and the County does hereby disclaim all warranties of any type or kind of description but not limitation, those of fitness for particular purpose, tenantability, habitability and use. Licensee hereby expressly waives any and all claims for damages or for rescission or cancellation of this Agreement because of any representations made by the County or by any agent of the County.

**2.13 RENTAL RATES, FEES AND CHARGES IMPOSED ON THIRD PARTIES.** Licensee shall use the schedule of rates, fees and charges attached to this Agreement as Exhibit D. Any future requests to change in rates, fees and charges must be presented to and approved by the County Director of Public Infrastructure or Board of Supervisors prior to implementation of the change by Licensee. In no event shall Licensee propose to change any rates, fees or charges more than once per calendar year. Any proposed change shall be submitted to County at the address set forth in Article X below and shall provide sufficient back-up documentation. All rates, fees and charges shall be applied to third parties consistently by Licensee without discrimination.

## **ARTICLE III OPERATING AUTHORITY**

**3.1 LIMITATION.** Licensee's authority is expressly limited to the provisions provided herein, as amended in writing from time to time by County and Licensee.

**3.2 CAPITAL EXPENDITURES.** County shall be solely responsible for all capital improvements and expenditures.

**3.3 PREVAILING WAGES.** For all activity deemed to be "public work" pursuant to applicable law, Licensee, and its contractors and subcontractors, shall comply with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, including Sections 1720-1861, and all other related laws and regulations, regarding prevailing wages and related requirements. For all activity constituting "public work" at the Premises, the following apply:

**3.3.1 General.** Licensee agrees and acknowledges it shall comply with all applicable requirements of California's Prevailing Wage Law (Labor Code, § 1720, et seq.) and be the "awarding body" as required under California Labor Code § 1722 for improvements to the Premises. Licensee shall pay to persons performing construction and repair work hereunder an amount equal to or more than the general prevailing rate of per diem wages for: (1) work of a similar character in the locality in which the work is performed; and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Licensee shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Licensee shall maintain copies of the prevailing wage rate of per diem wages which shall be made available to any person upon request.

**3.3.2 Subcontracts.** Licensee shall insert in every subcontract or other arrangement which Licensee may make for performance of such work or labor on work provided for in such agreement, the provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Licensee shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

**3.3.3 Compliance With Law.**

3.3.3.1 Licensee stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and

1815 and California Code of Regulations, Title 8, Section 16000, et seq. and shall comply with all monitoring and enforcement requirements imposed by the Department of Industrial Relations.

3.3.3.2 Licensee shall furnish and shall require all contractors and subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code section 1771.4(a)(3)).

3.3.3.3 Licensee and all contractors and subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

3.3.3.4 Statutory Compliance/Living Wage Ordinance. Licensee agrees to comply, and to ensure compliance by its contractors and consultants, or subcontractors and subconsultants, with all applicable federal, state, and local laws—including, but not limited to the County of Sonoma living wage ordinance—affecting the improvement work under the Agreement. Without limiting the generality of the foregoing, Licensee expressly acknowledges and agrees that such work under the Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

#### **ARTICLE IV COUNTY'S RIGHT TO AUDIT, CORRECTION OF AUDIT DISCREPANCIES, AND ACCESS/INSPECTION**

**4.1 RIGHT TO AUDIT.** County reserves the right for County's employees, or others appointed by County, to conduct examinations, upon reasonable notification, of the books and records maintained for County by Licensee. County also reserves the right to perform any and all additional audit tests relating to Licensee's activities, either at the Premises or at any office of Licensee provided such audit tests are related to those activities performed by Licensee for County.

**4.1.1 Correction of Audit Discrepancies.** Should County's employees or appointees discover either weaknesses in internal controls or errors in record keeping, Licensee shall correct such discrepancies either upon discovery or within three (3) business days thereafter. Licensee shall inform County in writing of the action taken to correct such audit discrepancies. Any and all such audits conducted either by County's employees or appointees will be at the sole expense of County, unless an audit indicates fraud or gross neglect by Licensee, or in the case of an audit of the books and records, such audit reveals a five percent (5%) or greater discrepancy, in which event the expenses incurred in connection

with such audit shall be paid entirely by Licensee. Licensee shall remedy any deficiencies discovered by audit.

#### **4.2 COUNTY ACCESS/INSPECTION OF PREMISES.**

The County, acting through its County Administrator, Director of Public Infrastructure or other duly authorized representative, shall have the right, upon 24 hours' notice, during the Term of this Agreement, to enter the Premises for the purpose of inspecting the Premises, performing any repairs or alterations to the Premises as the County shall deem necessary, and posting any notices required or permitted under law. Licensee shall not re-key or otherwise prevent the County from accessing any part of the Premises.

### **ARTICLE V BANK ACCOUNTS**

**5.1 OPERATING ACCOUNT.** Licensee shall deposit all reservations, rents, fees, charges and other funds collected from the operation of the Premises, including any and all advance or operating funds, in a bank designated by County, in a special account (the "Operating Account"). The bank shall be informed that the funds are held for the benefit of the County. Within thirty days (30) days of the final date of the month, County shall pay the operating expenses of the Premises, and any other payments relative to the Premises in accordance with the terms of this Agreement.

**5.2 SECURITY DEPOSITS.** Licensee shall maintain and manage detailed records of all licensee security deposits, and such records will be open for inspection by County's employees or appointees. Licensee shall hold all deposits and shall refund such deposits in accordance with protocol established by County.

### **ARTICLE VI PAYMENT OF EXPENSES; MONTHLY STATEMENTS.**

**6.1 EXPENSES PAID BY LICENSEE.** It is the intent of the Parties to this Agreement that Licensee is to professionally operate the Premises and that Licensee pay directly for all repair, maintenance and operating expenses consistent with Section 2.4 and Section 2.5 above, and that Licensee shall also pay directly, all manner of other operating expenses, including but not limited to, the following, which expenses may be paid from the rents, reservations, fees, charges and other income (excluding refundable deposits) collected by Licensee from the operation of the Premises:

(a) Costs of salary and wages, payroll, taxes, insurance, workers' compensation, and other benefits of Licensee's office and executive personnel;

(b) Costs of forms, papers, ledgers, and other supplies and equipment used in Licensee's general accounting office; cost of Licensee's electronic data processing equipment (or a pro-rata charge therefore) located at Licensee's place of business office or general accounting office; and costs of electronic data processing equipment (or a prorata charge therefor) for data processing provided by computer service companies to Licensee's office or general accounting office (notwithstanding the foregoing, any such equipment owned by County shall not be paid for by Licensee);

(c) Costs of Licensee's bookkeeping relating to the Premises; and

(d) Licensee shall prepare and provide to County a monthly statement, in form satisfactory to County, of gross revenues, operating expenses and net operating income and such other matters as County may reasonably request for such month. Licensee shall keep accurate and complete books and accounts showing operations and transactions relating to the Premises and showing the assets, liabilities, and financial condition of the Premises.

**6.2 EXPENSES PAID BY COUNTY.** Expenses as described in Section 2.6 shall be paid directly by County.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 COUNTY LIABILITY AND PROPERTY INSURANCE.** The Parties shall maintain insurance as described in Exhibit G, which is attached hereto and incorporated herein by this reference.

### **7.2 INDEMNIFICATION**

7.2.1 Indemnity. Licensee shall indemnify, hold harmless and defend County, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the following circumstances:

7.2.1.1. Use of Premises. Use, licensing, rental of the Premises or operations at Premises, in any manner by Licensee, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Licensee and sublicensees, including any use of the Premises not allowed under this Agreement.



7.2.1.2. Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

7.2.1.3. Approval of License or Permit. Any action, claim, damage or expense arising out of the County's approval of this Agreement or any permit issued in connection with the construction of any improvements.

7.2.1.4. Other Activities. Any other activities of Licensee, its agents, employees and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability in the event and to the extent caused by County's gross negligence or intentional wrongdoing. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Licensee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.2.2 Exculpation 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 from any cause. Licensee expressly waives all claims against County, its officers, agents, and employees, for injury or damage to person or Premises arising for any reason regardless of whether or not there is concurrent passive or active negligence of County, its officers, agents, and employees, unless in the event of and to the extent that such injury or damage is caused by or due to the gross negligence or intentional wrongdoing of County, its officers, agents, and employees.

**7.3 MANAGER EMPLOYEE DISHONESTY INSURANCE.** Licensee shall maintain Fidelity Employee Dishonesty insurance coverage in the amount of One Million Dollars (\$1,000,000) and provide County, upon request, with satisfactory evidence thereof.

## **ARTICLE VIII FINANCIAL RETENTION AND REVENUE SHARING**

8.1 **LICENSEE RETENTION.** On a monthly basis, Licensee shall retain from the Operating Account (excluding refundable deposits) an amount that shall not exceed One Thousand Five Dollars (\$1,500). Such amount shall be used by Licensee to pay costs incurred to meet obligations described at Section 2.4, Section 2.5 and Section 6.1. In the event rents, fees, charges and other funds collected from the operation of the Premises, as defined at Article V, for a month are less than \$1,500, Licensee may retain such amounts from subsequent monthly funds collected. In no event shall the average of amounts retained exceed \$1,500 per month.

8.2 **PERCENTAGE RENT.** After first deducting operating expenses associated with Licensee's obligations under Section 2.4, Section 2.5 and Section 6.1 hereunder, Licensee shall thereafter pay to County fifty percent (50%) of any remaining net rents, reservations, fees,

charges and other income (excluding refundable deposits) collected from the operation of the Premises ("Percentage Rent") and deposited to the Operating Account (as defined in **Section 5.1**). Licensee shall deposit Percentage Rent due and payable to County within thirty (30) days of the final day of the month deposits are made to the Operating Account.

## **ARTICLE IX TERMINATION**

**9.1 TERMINATION OF AGREEMENT.** Notwithstanding the provisions of **Article I** to the contrary, this Agreement may be terminated and the obligations of County and Licensee hereunder shall thereupon cease, upon the occurrence of any of the following circumstances:

(a) Either party may terminate this Agreement without cause upon ninety (90) calendar days' advance written notice to the other party.

(b) The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, County's Director of Public Infrastructure, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

(c) Licensee's president, CEO or other authorized and designated agent as identified to County in writing shall have authority to terminate this Agreement on behalf of Licensee.

(d) If a petition for bankruptcy, reorganization, or rearrangement. is filed under state or federal insolvency statutes by or against Licensee, or Licensee shall make an assignment for the benefit of creditors or take advantage of any Insolvency act, County may terminate this Agreement upon ten (10) business days written notice to Licensee.

(e) The occurrence of any of the following shall constitute a default by Licensee and in which event County may elect to terminate this Agreement upon fifteen (15) days written notice to Licensee:

(i) Licensee's failure to perform any obligation under the Agreement after not less than thirty (30) days written notice of said failure from County and Licensee fails in good faith to commence to perform such obligation;

(ii) Licensee's failure to perform its obligation of maintenance and repairs consistent with the terms of **Maintenance Responsibilities Matrix** as set forth in **Exhibit F**;

(iii) Licensee's abandonment of the Premises; or

(iv) Licensee's failure to use, rent or otherwise program the Buildings for public use for 60 days or more, except if due to County's use of the Building during Emergency Event(s).

(f) On termination, County may recover from Licensee all of the following, in addition to any other right or remedy under law or in equity: recovery of costs to restore the Premises to the condition equivalent to or better than that which existed prior to Licensee's commencement of the Term, except for any County-approved alterations or improvements.

(g) Licensee may terminate if County elects not to repair or replace any structural element of the Premises or any major building system after failure thereof, upon thirty (30) days' written notice to County.

**9.2 OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, for whatever reason, County and Licensee shall promptly pay to the other, as soon as the same is determinable after the effective date of termination, all amounts due under the terms of this Agreement, and upon such payment neither County nor Licensee shall have any further claim or right against the other, except as expressly provided hereinafter.

Upon termination for whatever reason, Licensee shall, not later than the effective date of termination, deliver to County the original of all books, permits, plans, records, leases, licenses, contracts, and other documents pertaining to the Premises and its operation; all insurance policies, bills of sale, or other documents evidencing title or rights of County; and any and all other records or documents, whether or not enumerated herein, which are necessary or desirable for the ownership and operation of the Premises. Licensee shall assign to County or parties designated by County unexpired service and supply contracts and all executory agreements for use of the Premises. All personal property of County, whether on the Premises or elsewhere, shall be delivered intact to County or its representative. The Operating Account provided for in **Section 5.1** shall be liquidated and closed or transferred as directed by County. The Parties further agree to do all other things reasonably necessary to cause an orderly transition of the operation of the Premises without detriment to the rights of either party or to the continued operation of the Premises. Licensee shall surrender the Premises in good condition and repair and generally in the same condition as at commencement of the Term, unless alterations or improvements were made by Licensee with County's approval.

## **ARTICLE X MISCELLANEOUS PROVISIONS**

**10.1 NOTICES.** All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing.

**10.1.1 Method of Delivery.** Notice shall be sufficiently given for all purposes as follows:

(a) When personally delivered to the recipient, notice is effective on delivery.

(b) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

(c) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

(d) When sent by electronic mail to the last electronic mail address of the recipient known to the party giving notice, notice is effective on receipt upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, unless the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the recipient. Subject to the foregoing requirements, any notice given by electronic shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

**10.1.2 Refused, Unclaimed, or Undeliverable Notices.** Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

**10.1.3 Addresses.** Addresses for purposes of giving notice are set forth below:

COUNTY: **County of Sonoma**  
Sonoma County Public Infrastructure  
Attn: Real Estate Manager  
2300 County Center Drive, Suite A220  
Santa Rosa, CA 95403  
[Warren.Sattler@county-sonoma.org](mailto:Warren.Sattler@county-sonoma.org)

LICENSEE: **WILLIAM RUSSELL LEDFORD POST #293**  
AMERICAN LEGION

Attn: Gus Wolter  
PO Box 535  
Cloverdale, Ca 95425  
gusw45@me.com

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 paragraph.

**10.2 CAPTIONS.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

**10.3 GENDER.** The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter, and each includes corporation, partnership or other legal entity when the context so requires.

**10.4 SINGULAR AND PLURAL.** The singular number includes the plural wherever the context so requires.

**10.5 EXHIBITS, ADDENDA.** All exhibits and addenda to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided that they have been signed or initialed by the Parties. Reference to the "Agreement" includes matters incorporated by reference.

**10.6 MERGER.** This Agreement is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by either party. Each party has relied on its own examination of this Agreement, the counsel of its own advisors, and the warranties, representations, and covenants in the Agreement itself. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The failure or refusal of either party to inspect the Premises, to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

**10.7 ASSIGNMENT, SUCCESSORS.** Licensee shall not assign or transfer its interests in the Premises or the Agreement, whether voluntary or involuntary, without County prior written consent which may be granted, conditioned or withheld in County's sole discretion. Failure of Licensee to first obtain such consent shall be deemed a default and such assignment or transfer shall be deemed void. Subject to the provisions of this Agreement on assignment and subletting, including County's prior written approval of any assignment, which may be granted, withheld or conditioned in County's sole discretion, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective Parties.

**10.8 BROKER'S COMMISSIONS, EXPENSES.** Licensee and County mutually covenant that no brokers or finders have been or will be used with respect to this Agreement. In the event any broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes a successful claim shall be responsible for said commission or fee and all costs and any expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

**10.9 APPLICABLE LAW AND FORUM.** This Agreement shall be construed and interpreted according to California law, regardless of the law of conflicts in any jurisdiction, 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.

**10.10 COVENANTS AND CONDITIONS.** All provisions of this Agreement whether covenants or conditions, on the part of Licensee shall be deemed to be both covenants and conditions and such covenants shall survive termination.

**10.11 CORPORATE AUTHORITY.** Licensee shall deliver to County upon execution of this Agreement, a certified copy of a resolution or meeting minutes authorizing the execution of this Agreement on behalf WILLIAM RUSSELL LEDFORD POST #293, AMERICAN LEGION.

**10.12 TIME OF ESSENCE.** Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

**10.13 NO DISCRIMINATION.** Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, pregnancy, disability, including without limitation, the County's Non-Discrimination Policy.

**10.14 AIDS DISCRIMINATION.** Licensee has reviewed the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment and services because of AIDS or HIV infection. Licensee agrees to comply with such provisions during the term of this Agreement.

**10.15 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.

**10.16 CONSTRUCTION OF AGREEMENT; SEVERABILITY.** To the extent allowed by law, the terms, covenants, conditions, provisions and Agreements in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. County and Licensee covenant and agree that in the event any term, covenant, condition, provision or Agreement in this Agreement is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, covenant condition, provision or Agreement shall in no way affect any other term covenant, condition provision or Agreement in this Agreement.

**10.17 RELATIONSHIP.** The Parties intend by this Agreement to establish the relationship of owner and licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of owner and licensee.

**10.18 ATTORNEYS' FEES.** If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute.

**10.19 AMENDMENT.** This Agreement may be modified or amended only by writing duly authorized and executed by both Licensee and County. It may not be amended or modified by oral agreements or understanding between the Parties unless the same shall be reduced to writing, duly authorized and executed by both Licensee and County.

**10.20 SEPARATE COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the Parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use

of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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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 have duly executed this Agreement as of the Effective Date.

LICENSEE: **WILLIAM RUSSELL LEDFORD POST #293,  
AMERICAN LEGION,  
A 501 (c) (3) non-profit organization**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Name: \_\_\_\_\_

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

By: \_\_\_\_\_

Director of Public Infrastructure

APPROVED AS TO FORM  
FOR COUNTY:

\_\_\_\_\_

County Counsel

APPROVED AS TO SUBSTANCE FOR COUNTY:

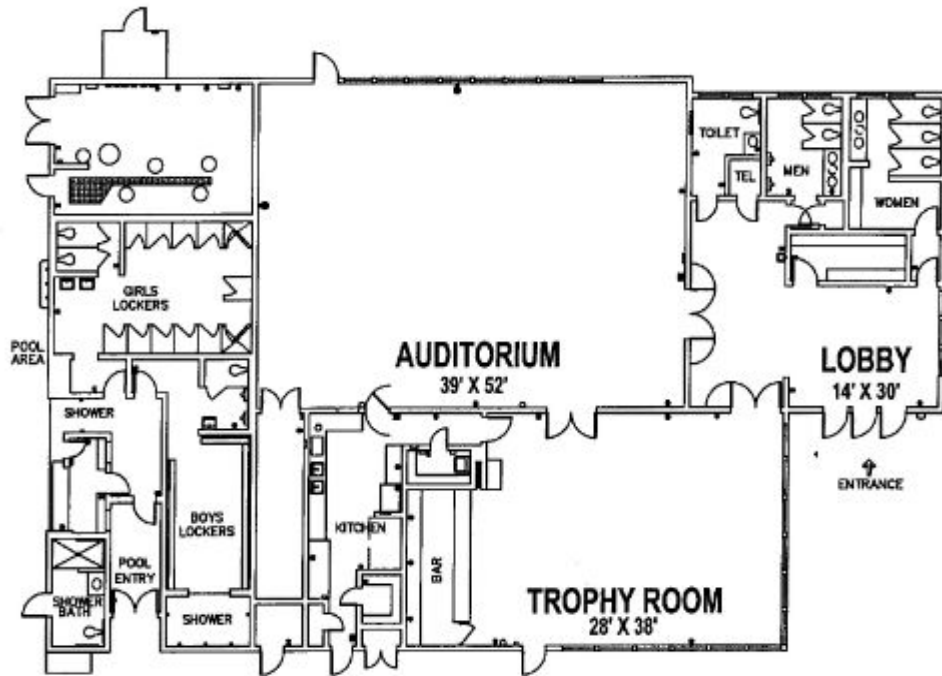
\_\_\_\_\_

Real Estate Manager

Exhibit A

Premises Description

**CLOVERDALE VETERANS MEMORIAL BUILDING 205 WEST 1<sup>ST</sup> STREET  
CLOVERDALE, CALIFORNIA**



**Exhibit B-1**

County of Sonoma Veterans Memorial Building Use Policy  
Dated September 18, 2018  
(which is subject to future County Board of Supervisors amendment)

## **Exhibit B-2**

### **Licensee Administration and Operation Requirements**

**WILLIAM RUSSELL LEDFORD POST #293, AMERICAN LEGION, a 501(c) (3) organization**, as Licensee, acknowledges that the Premises is a dedicated Veterans Memorial facility owned and operated by the County of Sonoma. As such, certain legal and policy requirements apply to the Premises, including pertaining to facility usage terms for veterans associations and veterans services organizations. Licensee shall ensure that its operation and maintenance of the Premises, including with regard to facility scheduling and collection of usage and equipment fees, complies with, and shall not cause County to be out of compliance with, all applicable laws, regulations, and policies, including the California Military and Veterans Code (Section 1260 et seq.) and “County of Sonoma Veterans Building Use Policy” (dated September 2018) (as may be amended from time to time) attached as Exhibit B-1 to this Agreement.

### **VETERANS MEETINGS, RESTRICTED SOCIAL EVENTS, MEMORIAL SERVICES AND FINANCIAL CHARGES POLICY**

#### **1. COMPLIANCE WITH MILITARY AND VETERAN’S CODE**

Pursuant to the California Military and Veteran’s Code, Veterans’ associations as defined in such Code shall be permitted to utilize the Premises without charge as required by law.

##### **a. Scheduling; List of Standing Events.**

A schedule of events planned for use of the Cloverdale Veterans building shall be prepared annually by the respective Veterans’ associations and/or their representative(s), and furnished to LICENSEE not later than a date established by the parties. Established scheduled dates for calendar year 2023-2024 are provided in the Table below. In the event a change to an existing reservation(s) is/are required, or additional reservation(s) are desired or become necessary, LICENSEE shall accommodate the request as required by “County of Sonoma Veterans Building Use Policy”

If a dispute arises between LICENSEE and a Veterans’ association or its representative regarding the scheduling of meeting dates, social gatherings or commemoration ceremonies/memorial services, and such dispute is not resolved in a manner satisfactory to both, such dispute shall be brought to the County Director of Public Infrastructure or his/her designee for resolution.

**CLOVERDALE VETERANS MEMORIAL BUILDING  
VETERANS ORGANIZATIONS MEETINGS**

GROUP	ROOM	DATE	TIME
American Legion Post #293	Auditorium	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday	7:00pm – 9:30pm
Veterans of Foreign War Post #	Auditorium, Trophy	1 <sup>st</sup> or 2 <sup>nd</sup> Tuesday	3:00pm – 6:00pm
Historical War Games (VFW #	Auditorium, Trophy	3 <sup>rd</sup> Saturday	8:30am – 5:00pm

Special Events

Veterans Dinner \_\_\_\_\_, 2023  
Avenue of the Flags on Memorial Day May \_\_\_\_, 2023  
Veterans Lunch December \_\_\_\_, 2023

**2. NON-RESTRICTED VETERANS EVENTS**

a. Events Open To The General Public-Without Charge

For events open to the general public, where no charge is collected, the sponsoring Veterans' association may use the facilities without a usage/rental charge if and to the extent consistent with Veterans Building Use Policy, as may be amended. The sponsoring Veterans' association must execute a reservation form and a "LICENSE AGREEMENT CONDITIONS AND REQUIREMENTS FOR USE OF VETERANS MEMORIAL BUILDING" in the form attached as Exhibit \_\_ to this Agreement ("License Agreement") and provide Proof of Insurance as required therein . Booking procedure shall be the same as used for the general public for booking the space for the event, but no deposit shall be required. LICENSEE to use its discretion to determine whether an extra cleaning fee may be appropriate in connection with said use and if so determined, notify the association in advance of the event and send an invoice to the renter/association to seek reimbursement for said extra cleaning. In the event of any damage, LICENSEE shall send invoice and supporting documentation to the renter/association and seek reimbursement for said damage.

- b. Fundraisers. Additionally, a sponsoring Veteran's association may hold a fundraising event at the Building for the purpose of benefitting Veterans and their families in need, without paying building rental fee charges. However, general fundraiser sponsored by a VSO, is subject to pay the building rental fee charge. Booking procedure shall be the same as used for the general public for booking the space for the event, but no deposit shall be required. LICENSEE to use its discretion to determine whether an extra cleaning fee may be appropriate in connection with said use and if so determined, notify the association in

advance of the event and send an invoice to the renter/association to seek reimbursement for said extra cleaning. In the event of any damage, LICENSEE shall send invoice and supporting documentation to the renter/association and seek reimbursement for said damage.

c. Events Open To The General Public-With Charge

Events open to the general public, where a charge is collected, the sponsoring Veterans' association shall be required to pay the established charge for the event/activity; shall follow the same procedure as the general public for booking the space for the event; and shall be required to remit a deposit at the time of booking; and full payment 30 days prior to the event. The sponsoring Veterans' association must execute a reservation form and License Agreement and provide Proof of Insurance pursuant to the License Agreement.

d. Alcohol License Requirement

For all events sponsored by a Veterans' association and open to the general public, if alcohol is to be served, all Alcoholic Beverage Control requirements must be met, including meeting any requirements for an ABC One-Day Special Events License.

### **3. NON-FEE USAGE OF VETERAN'S BUILDINGS. FUTURE ELIGIBILITY**

No building rental fees will be charged Veterans' organizations for their regular meetings, ceremonies, or events in line with patriotic purposes (whether on specified days or otherwise qualifying as "patriotic" events consistent with the

. The County reserves the right to determine under this Agreement whether any Veterans' association entity or use qualifies for certain privileges, including no-charge events, pursuant to the California Military and Veterans Code, and, pursuant to such Code, to determine under what condition any Veterans' association should be allowed to use the Premises. LICENSEE agrees to comply with any such determination.

### **4. PRIMARY CONTACT PERSON(S) FOR VETERANS ORGANIZATIONS**

Each Veterans Building has a Board of Supervisors-appointed individual who represents specific buildings with regard to the Sonoma County Veteran Advisory Committee. The appointed representative for the Cloverdale Veterans Building shall be the primary contact for LICENSEE's Building Staff, as well as the various Veterans' associations, regarding general issues involving the use of the building by the respective Veterans' associations.

### **5. COORDINATION WITH VETERAN'S GROUPS**

LICENSEE shall coordinate with the Veterans' associations through the Advisory Committee representative, as often as deemed necessary, to maintain effective working relationships and

advance scheduling regarding Veteran's uses of the Premises. In October of each year, LICENSEE shall confer with the representative and the various Veterans associations to coordinate and confirm the reservations for the following calendar year, and to schedule any new meetings or social events requested by the associations. Following the submissions by the Building Liaison contacts for the Veterans' associations, LICENSEE, in conjunction with the Advisory Committee Member, shall review the submission for conflicts and, where no conflict exists, shall cause to be sent a new contract/reservations for the following year (January-December).

If, during such annual scheduling, the Veterans' association requests a reservation date that has been previously committed to a paying customer, LICENSEE shall work with both the paying client, the Veterans' association Building Liaison contact and the Advisory Committee Member to develop an acceptable solution to the conflict, and an alternate date for either the paying client or the Veterans' association. If an acceptable solution cannot be achieved, LICENSEE shall present the conflict to the County General Services Director or his designee for resolution. Throughout the succeeding year, Veterans' associations may add meetings, additional social events, and/or operational activities, provided space is available on the date(s) requested. If conflicts occur, resolution thereof shall follow the procedures previously outlined above.

## **6. ROOM SET-UP / TAKE-DOWN AND RELATED ACTIVITIES**

LICENSEE shall be responsible for the appearance and functionality of any and all venues requested by the Veterans organizations, to include pre-event cleaning, configuration, post-event return of venue to pre-event configuration, and facility security. Upon conclusion of events in the space used by Veterans organizations, LICENSEE shall return the space to previously agreed to configuration for Veterans organizations. As an exception to this requirement, Cloverdale Veterans' associations will continue to perform the aforementioned tasks for the Cloverdale buildings for the Veterans uses described in this paragraph until further notice.

## **7. BUILDING SECURITY / ACCESS**

LICENSEE shall be responsible for overall security of the Veterans building and Premises, to include post-event security each evening. The Veterans building shall be re-keyed at Licensee's cost prior to LICENSEE assuming responsibility at the Premises. LICENSEE shall work with the Veterans Advisory Member in the development of a key-issuance policy for Veterans' associations and their representatives. Any disputes shall be brought to the General Services Director or his/her designee for resolution.

## **8. INTERNAL STORAGE/LOCKERS**

LICENSEE shall work with the County and the Veterans Advisory Member to develop an equitable locker space assignment policy that optimizes available storage space and the identification and/or development of additional storage space as determined feasible. If a dispute arises regarding development of such policy, the matter shall be referred to the Public Infrastructure Director, or his/her designee, for final resolution.

## **9. MEMORABILIA**

All memorabilia belonging to Veterans' association currently in a Veterans building shall remain in its current location, unless otherwise agreed to by the owning Veterans' association, in coordination with the Veterans Advisory Member representing the building. LICENSEE shall seek approval of the Building Committee for the respective building for placement of new memorabilia. County shall be informed in writing of any agreed-upon change in placement of memorabilia.

## **10. COMMEMORATION CEREMONIES/FUNERALS/MEMORIAL SERVICES**

The requirement for a venue in which to conduct a commemoration ceremony/funeral/ memorial service cannot be anticipated nor pre-scheduled. Such services fall into two categories: 1) decedent passed away locally and some flexibility exists when planning final services, and 2) the decedent is a casualty which occurred out of the local area, i.e., a combat casualty overseas or a casualty stationed at some distant military reservation, when services must be planned around the anticipated arrival date of the remains, availability of Honor Guard, etc. LICENSEE shall work closely with the Veterans' association and the Advisory Committee Member when booking a memorial service for a Veteran. LICENSEE shall coordinate with a family member, representative of Veterans' association of which the deceased was a member, the Advisory Committee Member and the Funeral Director, as appropriate. If the deceased was not associated with a specific Veterans' association, LICENSEE will work with the appropriate Advisory Committee Member representing the building. LICENSEE shall assist in scheduling the building at the most appropriate available period, and insure availability of staffing for set-up and break down. A reservation form *only* is to be used and a License Agreement shall not be required. The use of the Premises for the commemoration ceremony/funeral or memorial service shall be at no charge. If alcohol is to be served, proof of insurance must be provided by a responsible party. Veterans' associations or other veteran's representatives are not required to give 30-day notice for commemoration ceremonies/funeral or memorial services.

## **11. OTHER SCHEDULED PUBLIC/NONPROFIT EVENTS**

LICENSEE acknowledges that the following events listed on Attachment A shall also be permitted and the event organizers for said events shall be allowed to utilize the Premises without charge for such scheduled meetings and events which are deemed beneficial and in the public interest.



**Attachment A**

**Other Organizations Reserved Uses**

<b>CLOVERDALE BUILDING</b>		Regular	Annual
So. Co. Public Works/Integrated Waste	Community Toxics Collections	√	
Sonoma County Election Department	Training Classes & Polling	√	
Sonoma County Public Infrastructure or other county department	Public Meetings	√	

## **Exhibit C**

### **STANDARD LICENSE AGREEMENT CONDITIONS AND REQUIREMENTS FOR USE OF VETERANS MEMORIAL BUILDING**

1. **AUTHORITY.** WILLIAM RUSSELL LEDFORD POST #293, AMERICAN LEGION, a 501(c) (3) organization ("Veteran's Service Organization" or "VSO") manages use of the Veteran's Memorial Building located in the City of Cloverdale, California pursuant to a License Agreement with the owner of the Building, the County of Sonoma ("County"). Pursuant to the License Agreement, Licensee is authorized to execute license agreements with persons and entities interested in using the Building. This license agreement ("Agreement") is entered into by The VSO and ("Licensee") pursuant to this authority.

2. **AGREEMENT SUBJECT TO CONCESSION AGREEMENT.** This Agreement is subject to all requirements of the License Agreement between the VSO and County or any successors thereto, including but not limited to the Reservations to County provisions in said License Agreement. County reserves the right to use all or a portion of the Building in the event of emergency or major disaster such as flood, earthquake or pandemic health emergency. Under disaster operations, it may be necessary to cancel all, or a portion of, scheduled activities during the period(s) immediately preceding the onset of a disaster, during a disaster, and the recovery period after the disaster.

3. **PAYMENT.** Licensee shall pay The VSO for the use of the Building facilities as specified in the reservation documents detailing Licensee's planned use. Checks shall be made payable to WILLIAM RUSSELL LEDFORD POST #293, AMERICAN LEGION. All payments are due 30 days in advance of event.

4. **DEPOSIT REFUND.** Licensee agrees that the deposit, if any be required, made upon execution by Licensee of this Agreement shall not be refundable for any reason unless Licensee, in its absolute discretion, determines such a refund in whole or in part, to be warranted.

5. **NON LIABILITY OF THE VSO OR COUNTY.** The VSO or County, their officers, agents, and employees, shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against the VSO and the County, their officers, agents, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of The VSO or County, their officers, agents, and employees.

6. **INDEMNIFICATION.** Licensee agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the VSO and County, their agents and employees, from and against any and all actions, claims, damages, liabilities or expenses that may be asserted by any person or entity, including Licensee, arising out of or in connection with the actions or inactions or performance of Licensee or its agents, employees, contractors, subcontractors or invitees hereunder, whether or not there is concurrent negligence on the part of Licensee or the County, but excluding liability except in the event of and to the extent due to the sole active negligence or sole willful misconduct of the VSO or the County. 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 benefit acts, or other employee benefit acts.

7. **TRANSFER OF MANAGEMENT OF FACILITIES.** Should County transfer the operation and management of the facilities covered by this Agreement to an entity other than the VSO during the term of this Agreement, this Agreement shall remain in full force after any such transfer.

8. **INSURANCE.** At all times during the life of this Agreement the Licensee shall maintain at its own expense the insurance specified below:

a) **Workers' compensation and Employers Liability Insurance:**

1. Required if Licensee has employees.
2. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
3. Employers' Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
4. Required Evidence of Coverage:
  - i. Certificate of Insurance.

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

b) **General Liability Insurance:**

1. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
2. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
3. 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 Licensee. Licensee is responsible for any deductible or self-insured retention.
4. Licensee and the County of Sonoma, their officers, agents, employees, shall be additional insureds for liability arising out of the Licensee's ongoing operations. (ISO endorsement CG 20 26 or equivalent). The insurance provided to Licensee and County additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
5. The policy shall cover inter-insured suits between Licensee and/or County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
6. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

c) **Liquor Liability Insurance: (for events with alcohol.)**

1. Insurance may be in the name of Licensee or Licensee's caterer.
2. Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; \$1,000,000 Aggregate.
3. 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 Licensee. Licensee is responsible for any deductible or self-insured retention.
4. Required Evidence of Coverage:
  - i. Certificate of Insurance, which must be provided to Licensee thirty (30) days prior to event.

d) **Standards for Insurance Companies:**

Insurers shall have an A.M. Best's rating of at least A:VII.

e) **Documentation:**

1. The Certificate of Insurance must include the following reference: Event Name: \_\_\_\_\_  
Date: \_\_\_\_\_.
2. All required Evidence of Coverage shall be submitted to WILLIAM RUSSELL LEDFORD POST #293, AMERICAN LEGION P.O. Box 535, Cloverdale, CA 95425, Attn: \_\_\_\_\_, prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Coverage on file with Licensee for the required period of insurance.
3. The names and addresses for Additional Insured endorsements and Certificates of Insurance are: (a) the County of Sonoma, its officers, agents, employees, c/o County of Sonoma, Public Infrastructure Department, 2300 County Center Drive, Suite A200, Santa Rosa, CA 95403; and (b) WILLIAM RUSSELL LEDFORD POST #293, AMERICAN LEGION P.O. Box 535, Cloverdale, CA 95425.
4. Required Evidence of Coverage 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.
5. 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.
6. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- f) **Policy Obligations:**  
Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- g) **Material Breach:**  
If Licensee fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Licensee may terminate this Agreement and obtain damages from Licensee resulting from said breach.
9. **EVENTS WITH ALCOHOL.** In addition to liquor liability insurance required pursuant to the above, for events with alcohol, Licensee must comply with the conditions attached hereto as Attachment A.
10. **EXPIRATION OF LICENSE.** At the expiration of the time of use of the facilities herein above set forth, Licensee shall quit the facilities of the County and return to the VSO all equipment and facilities procured from the VSO, which premises, equipment, and the facilities shall be in as good condition and repair as before Licensee's use thereof except for ordinary wear and use. Licensee shall reimburse the VSO or County of Sonoma for any equipment or facility damaged during the use of said facility as specified herein.
11. **COMPLIANCE WITH LAWS.** Licensee, its agents, and employees shall comply with all rules and regulations prescribed by The VSO for the use and occupancy of the facilities of County, and with all applicable laws, ordinances and regulations adopted or established from time to time, by any governmental agency or department thereof. Licensee shall obtain and comply with all permits or licenses required by the laws, ordinances, and rules or regulations mentioned herein.
12. **ASSIGNMENT.** No assignment of this sub-license or any duty or interest hereunder shall be made by Licensee without the prior written consent of The VSO.
13. **PROGRAM REQUIREMENT.** Licensee shall file with the VSO at least thirty (30) days prior to holding the performance or function for which this sub-license is issued, a full and detailed outline of all activities required, all stage and equipment requirements, the hall and chair set-up and such other information as may be required by Licensee concerning such function. Licensee shall make an appointment to meet with Licensee staff at event location to review rental and set up requirements prior to performance or function.
14. **SEATING CAPACITY.** The seating capacity of each facility or portion thereof is on file with Licensee and incorporated herein by this reference. Licensee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the facility or facilities hereinabove described, nor admit thereto a larger number of persons than can safely and freely move about therein. The decision of Licensee and the Fire Marshall in this respect shall be final.
15. **CONCESSION SALES.** The VSO reserves the right to operate the parking lots, box office concessions, check rooms, and any food or beverage concession; provided, however, that the VSO may, in writing, authorize Licensee to operate any of the aforesaid upon such terms as The VSO may deem proper.
16. **ACCESS.** Licensee or County shall have the absolute right to enter the premises herein specified, or any portion thereof, at all times.
17. **CONTROL.** In renting the facility to the Licensee, it is understood the VSO and the County do not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. The decision of Licensee's representatives, as to required staffing, and the number of persons that can safely and freely move about in said licensed space, shall be final.
18. **SECURITY.** Licensee shall be required to provide and pay for \_\_\_\_\_ police and \_\_\_\_\_ private security personnel to be present for the safety of the public during use of the premises.
19. **OBJECTIONABLE PERSONS.** Licensee and County reserve the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither Licensee nor County, nor any of their officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through the exercise of such right.
20. **BROADCASTING.** No events or portions of events shall be taped, broadcast or televised without the prior written consent of County.
21. **STORAGE.** In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises or stored on such premises either prior to, during or subsequent to the use of the facilities by Licensee, County and its officers, agents and employees shall act solely for the accommodation of Licensee; and neither County, its officers, agents nor employees shall be liable for any loss, damage or injury to such property.
22. **OBSTRUCTIONS.** No portions of the sidewalks, entries, passages, vestibules, halls or way of access to public utilities of the premises shall be obstructed, or caused to be obstructed, by Licensee or caused or permitted to be used for any purpose other than ingress or egress to and from the facilities. The doors, skylights, stairways or openings that reflect or admit light into any portion of the building, including hallways, passageways, also radiators and house lighting attachments, shall in no way be obstructed by Licensee.
23. **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, and employees.
24. **FLAMMABLE MATERIALS.** No flammable materials such as bunting, tissue paper, etc., shall be used for decorations; and all materials used for decorative purposes must be treated with flame-proofing and approved by the local Fire Department. No fireworks, open flame, nor device prohibited by local police or fire jurisdictions shall be permitted.
25. **DEFAULT.** Should the Licensee default in the performance of any of the terms and conditions of this License, The VSO, at its option, may in addition to other legal remedies available immediately terminate this License. In such event, Licensee shall be liable for the full amount of the rent provided for herein, less rent charges received from others for use of the premises at the time, or times, specified in this License. Any deposit made by Licensee to Licensee shall be retained by Licensee and considered liquidated damages.
26. **COUNTY IS THIRD PARTY BENEFICIARY.** County is a third party beneficiary of this Agreement and may enforce or implement its terms as specified herein. There are no other third party beneficiaries.
27. **CONTRACT ADDITIONS.** Additional provisions or modifications may be attached to this Agreement and, when signed, shall be binding on the parties.

28. **CANCELLATION BY LICENSEE OR COUNTY.** In addition to the right to terminate this Agreement upon Licensee's default, Licensee or County shall have the right to terminate part or all of this Agreement at any time, in the following circumstances:

- a) Upon thirty (30) days' written notice,
- b) Immediately without notice if the County Board of Supervisors, the County Emergency Services Director, County Administrative Officer, Licensee or other local, state or federal official determines that the facility is required for public necessity or emergency use,
- c) Immediately without notice if the facility is destroyed or damaged or should a strike occur.

Neither Licensee nor County nor any of their officers, agents or employees shall be liable to Licensee for any damages that may be sustained by Licensee through exercise by Licensee or County of any of their rights to cancellation pursuant to this section. Upon cancellation by Licensee or County, any deposit made by Licensee may be refunded at Licensee's or County's discretion.

29. **CANCELLATION BY LICENSEE.** The Licensee is liable for the following amounts in the event of cancellation by Licensee: a) If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the VSO; b) if the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained by the VSO; c) if the event is cancelled between 15-30 days of the date held, Licensee shall forfeit 50% of the Rental Fee; d) if the event is cancelled within 15 days of the date held, Licensee shall forfeit 100% of the Rental Fee.

30. **NONDISCRIMINATION.** Licensee shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, gender, marital status, age, medical condition, handicap or sexual orientation.

31. **NOTE: CHEWING GUM, GLITTER, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN THE FACILITIES AT ANY TIME.**

32. **CHANGES.** Any changes to the reservation must be made 30 days prior to the event.

33. **ALL PAPERWORK, INCLUDING PROOF OF INSURANCE, IS DUE 30 DAYS PRIOR TO THE EVENT.**

**SIGN AND RETURN THIS LICENSE AGREEMENT AND ONE COPY OF RESERVATION.**

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

Approved and agreed to:

\_\_\_\_\_  
WILLIAM RUSSELL LEDFORD POST #293, AMERICAN LEGION  
Its : \_\_\_\_\_

\_\_\_\_\_  
Date

## **Attachment A**

### **Conditions of Alcoholic Beverage Service**

The following prerequisites and requirements apply to the service of alcoholic beverages at all events held on the Premises.

#### **A. PUBLIC EVENTS**

Public events are those events at which the general public is invited to attend, which require a fee for general attendance, or which sell food or alcoholic beverages for a fee or donation. Public events shall comply with all alcoholic beverage service requirements mandated by the State Department of Alcoholic Beverage Control and local law enforcement. Alcohol may not be otherwise served or consumed. Public events shall also comply with all requirements set forth in subsection C, below.

#### **B. PRIVATE EVENTS**

Private events are those events at which attendance is by invitation only, and that do not require a fee for attendance nor for the service of food or alcohol. All private events at which attendance is 100 or more persons shall be required to engage a licensed caterer to serve alcoholic beverages. Alcohol may not be otherwise served or consumed. As a condition to serving alcoholic beverages at such functions, the requirements set forth below and in subsection C must be satisfied in full:

1. The licensed caterer engaged to serve alcoholic beverages must submit the following information prior to the private event:
  - Copy of current catering license
  - Copy of Alcoholic Beverage Control authorization
  - Copy of current insurance certificate
  - Number of bartenders at event
  - Hours the bar will be open (maximum 5 hours)
2. All alcoholic beverages shall be brought into the facility prior to start of the event, shall be stored securely at a common bar prior to service, and shall be served only from a common bar.
3. No service containers (bottles, aluminum cans, or pitchers) of alcohol shall be allowed on the tables, but shall remain at the common bar for service.

#### **C. REQUIREMENTS APPLICABLE TO ALL PUBLIC AND PRIVATE EVENTS**

The following additional requirements shall apply to the service of alcoholic beverages at both public and private events as well as private events with less than 100 in attendees.

1. Alcoholic beverage service shall terminate one (1) hour before the scheduled end of the event, unless the event is three (3) hours or less.
2. No alcohol shall be allowed outside the area identified by Licensee for the event. No alcohol shall be allowed in the parking lot unless the event is specific to the parking lot and alcohol is served and consumed in a designated area. California State Law prohibits the sale or service of alcoholic beverages to persons under 21 years of age. If minors are in possession of alcohol, the event will be closed immediately. Persons serving alcohol to minors during events held in Veterans Memorial Buildings are solely responsible for any criminal or civil penalties imposed. The County also reserves the right to close events in the case of minors being served alcohol, public drunkenness, concern for the safety of event participants, or related damage to the Veterans Memorial facilities.
3. Licensee shall provide Liquor liability Insurance for its own events with alcohol. The insurance may be in the name of the Licensee's caterer.
  - Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; \$1,000,000 Aggregate.
  - 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.
  - Required Evidence of Insurance: Certificate of Insurance
  - Required documentation shall be provided to the Director of Public Infrastructure or his/her designee.

**Exhibit D**  
**Rental Rate Schedule and Charges**  
**Cloverdale Vets**

Item:	Rate:	Notes:
<b>Auditorium (4 hr minimum)</b>	<b>\$75/hr</b> <ul style="list-style-type: none"> <li>Discount Mon-Thur (all renters): 20% off</li> <li>Discount Mon-Sun (NON Profit only*): add another 10% off</li> <li>Auditorium after 1:30 am: \$150/hr</li> </ul>	<b>*Nonprofit rate applicable to all governmental organized/sponsored uses and other 501c3 nonprofit uses</b>
<b>Kitchen (4 hr minimum)</b>	<b>\$30/hr</b>	<b>rate for kitchen use only or add to Auditorium or Memorial room use rate for both nonprofit and private</b>
<b>Trophy Room with Bar (2 hr minimum)</b>	<b>\$55/hr</b> <ul style="list-style-type: none"> <li>Discount Mon-Thur (all renters): 20% off</li> <li>Discount Mon-Sun: (NON Profit only*): add another 10% off</li> </ul>	<b>*Nonprofit rate applicable to all governmental organized/sponsored uses and other 501c3 nonprofit uses</b>
<b>Holiday Rate</b>	Holiday rates are an additional 50% of the base rent.	Holiday rates apply to New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day.
<b>Commercial Gross Receipts Fee</b>	10% of gross receipts or base rent, whichever is larger, with max of \$1,200/day	<b>In addition to fees above for room rate rental for private/commercial events</b>
<b>Deposit -Auditorium</b>	\$500 for large event with alcohol service; \$200 for small event, no alcohol service	<b>refundable after event with no damage or extra cleaning required</b>

Processing Fee	\$25	Optional charge for reservation processing; consider waiving for nonprofits and governmental organized/sponsored
Late Fee	\$50	Optional, for reservations made less than 30 days before the event date; or changed less than 30 days before event date

<b>Cleaning Fee/Damage Deposit</b>	Up to \$500 actual cost of contracted cleaners to come in after event - estimated at up to \$150 for whole building and up to \$100 for Auditorium; Covid cleaning -\$70	
<b>Room Set-up With Chairs- Fees</b>		Building Capacity is 293 for Assembly, and 250 seated, 137 for Dining and 70 for Dine and Dance.  Capacity for Trophy Room is 143 Assembly, 80 Seated, 67 Dining and N/A for Dine & Dancing.
<b>1-100 guests</b>	<b>\$100</b>	
<b>101-200</b>	<b>\$200</b>	
<b>Standing Room Only</b>	<b>none</b>	
<b>Alcohol Service Fees</b>		
<b>less than 250 people</b>	<b>\$100</b>	Plus cost of any license to be paid by renter
<b>more than 250 people</b>	<b>\$200</b>	Plus cost of any license to be paid by renter
<b>Cancellation Fees</b>		If customer cancels 90+ days before event date, 50% of deposit will be retained by Licensee. If customer cancels 30-89 days before event date, 100% of deposit will be retained by Licensee. If customer cancels 15-29 days before event date, 50% of rental fee will be retained by Licensee. If customer cancels <15 days before event date, 100% of rental fee will be retained by Licensee.
<b>Equipment Rentals</b>	Varies	such as a portable stereo (\$25)



<b>Timing for collection of deposits/charges</b>		<b>Licensee</b> to cancel event if full payment not received 30 days prior to event. Full deposit due at booking. Full rental fee due 30 days prior to event.
<b>Rate Changes</b>		<b>County shall have the right to modify the rates set forth above and increase the same consistent with its practices at other veteran's buildings; and shall give Licensee reasonable prior written notice of the same.</b>

## **Exhibit E**

### **Alcoholic Beverage Service**

County provides the following recommended guidance concerning the service of alcoholic beverages at the Premises. Licensee is obligated to make itself familiar with and follow all federal, state and local requirements and policies regarding the service of alcoholic beverages at all events held on the Premises. Service of alcohol at any event is subject to County consent and the provision of insurance as set forth herein.

#### **A. PUBLIC EVENTS**

Public events are those events at which the general public is invited to attend, which require a charge for general attendance, or which sell food or alcoholic beverages for a charge or donation. Public events shall comply with all alcoholic beverage service requirements mandated by the State Department of Alcoholic Beverage Control and local law enforcement. Alcohol may not be otherwise served or consumed. Public events shall also comply with all requirements set forth in subsection C, below.

#### **B. PRIVATE EVENTS**

Private events are those events at which attendance is by invitation only, and that do not require a charge for attendance nor for the service of food or alcohol. All private events at which attendance is 100 or more persons shall be required to engage a licensed caterer to serve alcoholic beverages. Alcohol may not be otherwise served or consumed. As a condition to serving alcoholic beverages at such functions, the requirements set forth below and in subsection C must be satisfied in full:

1. The licensed caterer engaged to serve alcoholic beverages must submit the following information prior to the private event:
  - Copy of current catering license
  - Copy of Alcoholic Beverage Control authorization
  - Copy of current insurance certificate
  - Number of bartenders at event
  - Hours the bar will be open (maximum 5 hours)
2. All alcoholic beverages shall be brought into the facility prior to start of the event, shall be stored securely at a common bar prior to service, and shall be served only from a common bar.
3. No service containers (bottles, aluminum cans, or pitchers) of alcohol shall be allowed on the tables, but shall remain at the common bar for service.

#### **C. REQUIREMENTS APPLICABLE TO ALL PUBLIC AND PRIVATE EVENTS**

The following additional requirements shall apply to the service of alcoholic beverages at both public and private events as well as private events with less than 100 in attendees.

1. Alcoholic beverage service shall terminate one (1) hour before the scheduled end of the event, unless the event is three (3) hours or less.
2. No alcohol shall be allowed outside the area identified by LICENSEE for the event. No alcohol

shall be allowed in the parking lot unless the event is specific to the parking lot and alcohol is served and consumed in a designated area. California State Law prohibits the sale or service of alcoholic beverages to persons under 21 years of age. If minors are in possession of alcohol, the event will be closed immediately. Persons serving alcohol to minors during events held in Veterans Memorial Buildings are solely responsible for any criminal or civil penalties imposed. The County also reserves the right to close events in the case of minors being served alcohol, public drunkenness, concern for the safety of event participants, or related damage to the Veterans Memorial facilities.

3. LICENSEE shall provide Liquor liability Insurance for its own events with alcohol. The insurance may be in the name of Licensee's caterer.

- Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; 1,000,000 Aggregate.
- 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.
- Required Evidence of Insurance: Certificate of Insurance
- Required documentation shall be provided to the Director of Public Infrastructure Department or his/her designee.

**Exhibit F**  
**MAINTENANCE RESPONSIBILITIES MATRIX**

<b>LICENSEE</b>	<b>COUNTY OF SONOMA</b>
<u>Obligations at Licensee's sole cost and expense</u>	<u>Obligations at County's sole cost and expense</u>
Maintain and repair all exterior portions of the Building including the painting and washing the exterior walls and windows.	<p>1) Maintain and repair the Premises, the Major Building Systems and all major improvements on the Premises, in good and working order.</p> <p>The "Major Building Systems" are: the heating, ventilation, air conditioning systems; the electrical wiring system; the water supply and steam system; sewer plumbing systems; the elevator; and mechanical systems.</p> <p>Notwithstanding anything to the contrary, County's obligation is subject to prior receipt of appropriations to cover the costs for any repair or replacement of any the Major Building Systems.</p>
2) Maintain and repair all landscaping, planters, exterior seating and irrigation systems; maintenance of exterior lighting; trim and prune trees, bushes, hedges; cut grass; remove weeds; water /irrigate landscaping and vegetation as necessary.	2) Maintain and repair the roof, foundations and bearing walls (excluding glass and doors).
3) Maintain the Premises in a clean, tidy, safe and sanitary condition. Keep Premises uncluttered and promptly removing all debris and waste material; conduct regular rubbish removal.	3) Maintain and repair all security and life safety systems, sprinkler and steam systems and fire alarm equipment.
4) Clean and maintain parking lots and sidewalks, steps, ramps adjacent to the Building and public access to the Premises.	4) If and to the extent obligated in any easements benefitting the Premises, County to maintain and repair the unexposed electrical, plumbing, and sewage systems lying outside the Premises.
5) Maintain and repair all floors, doors,	

windows and plate glass.	
6) Maintain and repair kitchen appliances and similar equipment. Replace appliances with County prior approval.	
7) Maintain and repair all restrooms, plumbing, fixtures and hardware.	
8) Maintain, repair and replace all interior walls, ceilings, surfaces and coverings. Perform and complete all necessary and appropriate alterations and decorations of the Premises and upgrades thereto.	
9) Maintenance and replacement of fluorescent and other lighting (e.g., light bulbs, ballasts).	
10) Perform all minor interior maintenance and repair.	5) Perform all major interior maintenance and repair.
11) Maintain and manage janitorial service and supplies, restroom cleaning, mopping and sweeping of the Premises .	
12) Maintain and repair all staging and working areas for classes, events or caterers.	
13) Maintain and repair all signs.	
14) Perform regular Pest Control by licensed professional.	
15) Coordinate with County on inspections.	6) County to have the right to enter the Premises upon 24 hrs. notice for the purpose of inspecting the to determine whether Premises is in good condition and whether Licensee is complying with its obligations under the license agreement.

**Exhibit G**  
**Insurance Requirements**

Licensee shall maintain and require its subcontractors and agents to maintain 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 performance of this Agreement.

*Workers Compensation and Employers Liability Insurance*

- a. Required if Licensee has employees.
- 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. *Required Evidence of Insurance*: Certificate of Insurance.

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any 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; \$2,000,000 Products/Completed Operations Aggregate. 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. **County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of Licensee's ongoing operations. (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 cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

#### *Automobile Liability Insurance*

*(Required if (1) autos are used in the event or activity; or (2) the activity involves substantial loading and unloading of property.)*

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. *(Required if Licensee owns vehicles.)*
- c. Insurance shall apply to all hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

#### *Liquor Liability Insurance*

*(For events with alcohol.)*

- a. Minimum Limits: \$1,000,000 for each Common Cause or Occurrence; \$1,000,000 Aggregate.
- b. 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.
- c. Required Evidence of Insurance: Certificate of Insurance.

#### *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: **County Sonoma -CLOVERDALE Vets Building License 2023.**
- 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, Dept. of Public Infrastructure, Attn: Manager, Real Estate Division, 2300 County Center Drive, A200, Santa Rosa, CA 95403.**
- 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 are 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.

**E N D   O F   A G R E E M E N T**