

REVOCABLE LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES
(Sonoma Veterans Building Lounge)

LI-SPI-2023-020

This Revocable License Agreement (this "Agreement"), made and entered into on _____, 2023 (the "Effective Date"), is by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California ("County") and **THE VETERANS OF FOREIGN WARS, BEAR FLAG POST 1943**, a tax-exempt organization under Section 501 (c) (19) of the Internal Revenue Code ("Licensee"). County and Licensee are sometimes collectively referred to herein as the "Parties" and singularly, a "Party."

RECITALS

WHEREAS, County owns and operates the building commonly known as the Sonoma Veterans Memorial Hall ("Building"), located at 126 First Street West, Sonoma, California, for the benefit of the veterans and citizens of Sonoma County;

WHEREAS, the Veterans of Foreign Wars Bear Flag Post 1943 has requested to operate the Veterans Lounge at the Sonoma Veterans Memorial Building; and

WHEREAS, the Veterans of Foreign Wars Bear Flag Post 1943 has historically provided and operated a Veterans Lounge at the Sonoma Veterans Memorial Building; and

WHEREAS, in the judgment of the Board of Supervisors, it is in the best interest of the citizens of Sonoma County to allow the Veterans of Foreign Wars Bear Flag Post 1943 to provide this service; and

WHEREAS, the Parties agree that the prior agreement between them dated June 5, 2018, is hereby terminated and replaced in its entirety by this Agreement upon the full execution hereof.

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

AGREEMENT

1. License. The County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use that portion of County real property described in **Section 2** below.
2. Premises. Licensee is hereby permitted to use the County real property consisting of and limited to that portion of the Building hereby referred to and shown in **Exhibit A** as the *Lounge* of the Building (the "Premises").
3. Non-exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing, issuing permits and granting of additional licenses. County will make reasonable efforts to avoid conflicting uses. Any matters that cannot be resolved between the Parties shall be resolved by the County, whose decision shall be final.
4. Term. The initial term of this Agreement ("Term") shall be (5) five years, commencing on July 1, 2023,

and expiring at midnight on June 30, 2028, unless earlier terminated in accordance with Section 21 below.

5. Consideration. No monetary consideration shall be paid by Licensee for its use of the Premises, but Licensee shall be responsible for maintaining portions of the Premises during their use pursuant the terms of this Agreement. Charges for using areas other than the Premises shall be subject to the County Department of Public Infrastructure fee schedule and Veterans Use Policy dated September 18, 2018 approved by the Board of Supervisors, as may be amended in the future.
6. Use.
 - 6.1 Licensee's use of the Premises shall be limited to the purpose of selling and serving alcoholic beverages for consumption to members of the veterans' club and their bona fide guests, as authorized by the veterans' club license described by California Business and Professions Code Section 23453. No other use shall be permitted.
 - 6.2 Licensee shall be allowed to provide alcoholic beverages only within the Premises and only persons gathered who are members of the Veterans of Foreign Wars Bear Flag Post 1943 and/or bona fide guests of such members. Licensee shall comply with the Alcohol Beverage Policy set forth at Exhibit B attached hereto and incorporated herein by reference, as may be amended by County.
 - 6.3 All such beverages shall be consumed only within the Premises described as the Lounge of the Building. No alcoholic beverages provided by Licensee or the guests of such Licensee shall be allowed outside of the Premises and all containers used for the purpose of consumption of alcohol shall be discarded only on and in the Premises described as the Lounge of the Building.
 - 6.4 Under no circumstance shall Licensee or any guest, affiliate or invitee of Licensee provide alcohol for sale or at no cost to any person who is not a participant to a gathering contemplated by this Agreement.
 - 6.5 Licensee shall maintain at its own cost the Premises and shall provide a means or method of securing all supplies of liquor, cash and other equipment and material used in conjunction with said lounge so that said bar facilities can be closed and secured at such times that Licensee is not occupying the Premises.
 - 6.6 Upon request, and except as provided otherwise in this Agreement, the County shall provide normal janitorial service to all areas for which use is granted herein, with the exception of areas behind the bar in the Lounge, which shall be kept clean by Licensee. If, in the opinion of the County, janitorial services are necessary behind the bar due to use by Licensee, Licensee shall pay the County the reasonable costs of such services upon receipt of the bills therefor.
 - 6.7 Licensee and the County acknowledge that at the sole and exclusive discretion of the County, the County may enter into agreements with other parties to provide food, beverages, dry goods, services and the like for sale or at no cost elsewhere in the Building and/or adjacent grounds.
 - 6.8 Licensee and the County also acknowledge that during such times that Licensee has not scheduled the use of the Premises, the County may at the sole and exclusive discretion enter into agreements with other parties for the use of the Premises, including without limitation agreements with other veterans service organizations, such use to include but not be limited to meetings, events, parties, or any other purpose including providing food, beverages, dry goods, services and the like for sale or at no cost to any person on any portion or all of the Building and the grounds.
 - 6.9 The Rules and Regulations attached hereto as Exhibit C, as well as such rules and regulations as may be adopted by the County and provided to Licensee for the safety, care and cleanliness of the Premises and the Building of which they are a part and the preservation of good order thereon are hereby expressly made a part hereof, and Licensee hereby agrees to comply with them.
7. Equipment Installation and Operation. Licensee may install its equipment at the Premises, at its sole cost

and expense, subject to the prior written approval of County of its location and connection methods. The Premises may not be altered, without prior written approval by County. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's tenants, or other licensees, Licensee shall correct said interference, at its sole cost and expense, to the satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

8. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.
9. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.
10. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted.
11. Waste. Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person; or (iii) any action on the Premises in violation of any laws or ordinances.
12. Inspection. County shall be permitted to enter and inspect the licensed Premises at any and all times.
13. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY IN ITS GOVERNMENTAL CAPACITY.
14. 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 County, in its absolute discretion, determines such a refund in whole or in part, to be warranted.
15. Bankruptcy. In the event of bankruptcy of Licensee or writ of attachment of execution against Licensee, this Agreement shall, at the option of the County, immediately terminate.
16. Non liability of County. County, its officers, agents, and employees shall not be liable to Licensee for any loss or damage to Licensee or Licensee's property from any cause. Licensee expressly waives all claims against County, its officers, agents, employees, and volunteers, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees. Licensee hereby agrees to accept the Premises in its "as-is" physical condition and its "as-is" state of repair, and acknowledges having had sufficient opportunity to inspect and conduct adequate due diligence as to the Premises and the suitability thereof. County makes no guarantee or warranty as to Premises fitness for use or other condition.

17. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, employees, and volunteers, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the circumstances described in Sections 17.1, 17.2, 17.3 and 17.4, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to County's conduct. If there is a possible obligation to indemnify, Licensee's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Licensee, subject to Licensee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 17.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, licensees or contractors, including any use of the Premises not allowed under this Agreement.
- 17.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.
- 17.3 Approval of Agreement. The approval of this Agreement by County.
- 17.4 Other Activities. Any other activities of Licensee, its agents, employees and subtenants.
18. Insurance. With respect to the rights granted hereunder, Licensee shall maintain and shall require all of its subcontractors to maintain insurance as described in Exhibit D attached hereto and by this reference made a part hereof
19. 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.
20. Nondiscrimination. In the performance of this Agreement, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability, or other prohibited basis.
21. Termination by County. County may terminate this Agreement for any reason whatsoever upon thirty (30) days' prior written notice to Licensee.
22. License is Personal. The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.
23. Provisions are Conditions of Use/Occupancy. Each provision of this Agreement shall be deemed a

condition of the right of Licensee to use or continue to occupy the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this Agreement at the time and in the manner herein provided, County may at its option immediately terminate this Agreement; this right to terminate shall be cumulative to any other legal right or remedy available to County.

24. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.
25. License Not a Lease. This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in **Section 2** of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.
26. Notice. Notice shall be sufficiently given for all purposes as follows: (i) when personally delivered to the recipient, notice is effective on delivery; (ii) 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; (iii) 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; and (iv) when mailed by certified mail with return receipt requested, notice is effective forty-eight (48) hours after deposit in the United States Mail, registered or certified, return receipt requested, with the postage thereon fully prepaid, addressed and sent to the address set forth below:

If to COUNTY:	County of Sonoma Sonoma County Public Infrastructure 2300 County Center Drive, Suite A220 Santa Rosa, CA 95403 Attn: Real Estate Manager Warren Sattler; Warren.Sattler@sonoma-county.org 707.565.2550
If to LICENSEE:	Veterans of Foreign Wars Bear Flag Post 1943 PO Box 778 Sonoma, CA 95476 Attn: John Gray; jagray533@gmail.com 707.815.8384

Either Party may at any time change its address for notices by giving written notice of such change to the other Party in the manner provided in this **Section 26**.

27. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

28. Surrender. Upon the expiration or sooner termination of this Agreement, Licensee, at its sole cost and expense, shall remove, revise, or relocate such of its structures and equipment as is designated by County, restore the Premises to its original condition, return all key/access cards, and vacate the Premises. Should Licensee neglect to restore the Premises to a condition satisfactory to County, County may perform such work or have the work performed and Licensee shall immediately reimburse County for all direct and indirect costs associated with such work upon receipt of a statement therefor.

29. General Provisions.

29.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

29.2 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the Parties with respect to any matter mentioned herein. No prior agreement, or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

29.3 Binding Effect; Choice of Law. This Agreement shall be binding upon and inure to the benefit of the Parties, their personal representatives, successors, and assigns. This Agreement shall be governed by the laws of the State of California and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

29.4 Amount Due Payable in U.S. Money. All sums payable under this Agreement must be paid in lawful money of the United States of America.

29.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

29.6 Construction of Agreement; Severability. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement. Licensee and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

29.8 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof: and shall have no effect upon the construction or interpretation of any part hereof.

29.9 Accessibility Assessment. In accordance with California Civil Code section 1938, County hereby states that the Veterans Lounge and Building has not been inspected by a Certified Access Specialist (CASP).

Further, pursuant to California Civil Code section 1938(e), County is required to state: "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises,

the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

30. 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.

LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES TO ALL SAID TERMS AND CONDITIONS.

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

"LICENSEE":

VETERANS OF FOREIGN WARS,
Bear Flag Post 1943
A 501, a tax-exempt organization under
Section 501 (c) (19) of the Internal Revenue Code

By: _____

Print Name: _____

Title: _____

The Director of Sonoma County Public Infrastructure is authorized to execute this Agreement based on the approval of the Board of Supervisors provided in that certain Board Summary Report Item _____, approved on _____, 2023.

“COUNTY”:

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

By: _____
Johannes Hoevertsz
Director of Public Infrastructure

APPROVED AS TO FORM
FOR COUNTY:

County Counsel

CERTIFICATE OF INSURANCE
ON FILE WITH DEPARTMENT:

Reviewed by: _____ Date: _____

Exhibit A

Description/Depiction of the Premises

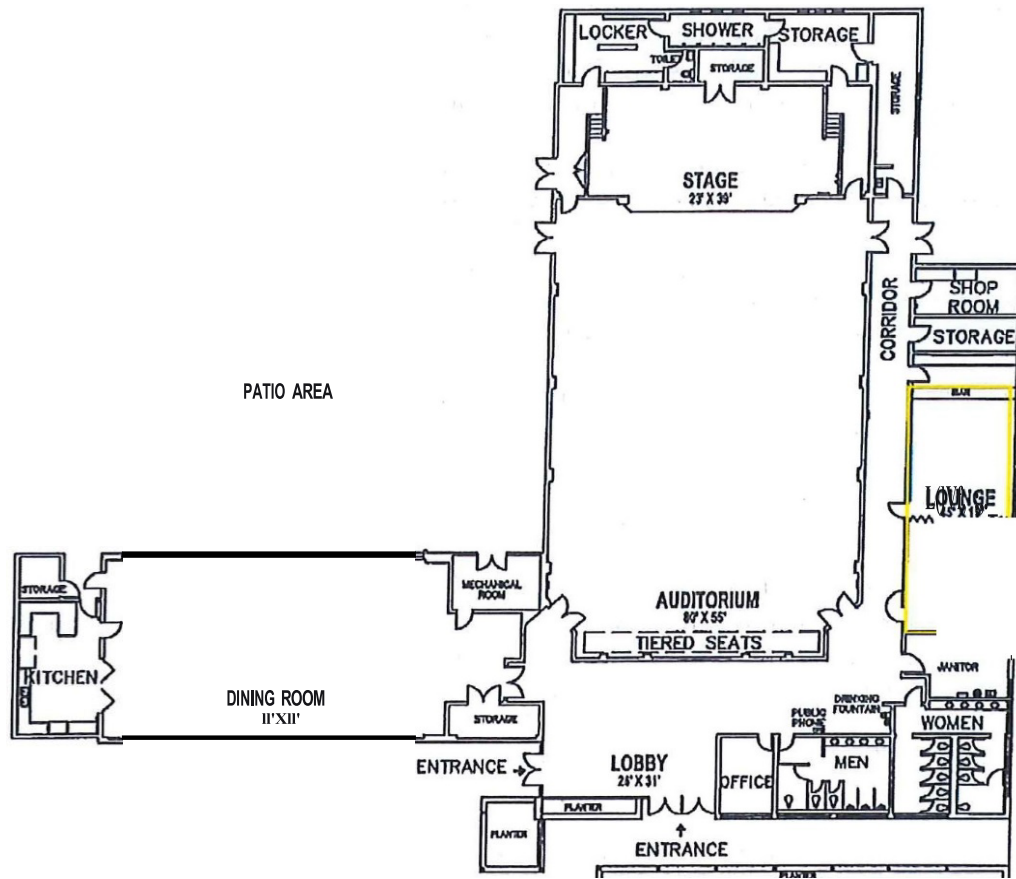


Exhibit B

Alcoholic Beverage Service Guidance

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 licensed premises.

3. No alcohol shall be allowed in the parking lot of the Building. California State Law prohibits the

sale or service of alcoholic beverages to persons under 21 years of age.

4. Licensee will be responsible for ensuring compliance with this requirement. Licensee will not sell or serve non-alcoholic beers or wines to persons under 21 years of age at events where alcoholic beverages are being served.
5. 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.
6. 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.
7. Licensee shall ensure all servers of alcoholic beverages are familiar with state laws and Licensee's policies regarding the service of alcoholic beverages.
8. Licensee's alcoholic beverage sale/service will be such that no alcoholic beverages are sold/served to an intoxicated person. Post Proposition 65 sign on the potential health risks of alcoholic beverages as required. The County will provide necessary signage.
9. 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 C

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the building of which the Premises are comprised or are a part without the written consent of County first had and obtained, and County shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.
2. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Licensee by a person approved of by County.
3. Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises. Licensee shall not, without prior written consent of County, sunscreen any window.
4. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than for ingress to and egress from the Premises.
5. Licensee shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises. To the extent County has issued Licensee key(s) to the Building and/or Premises, Licensee shall comply with Key Privilege policy attached hereto as Attachment 1.
6. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.
7. Licensee shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
8. No furniture, freight or equipment of any kind shall be brought into the Premises without the prior notice to County, and all moving of the same into or out of the building of which the Premises are comprised or are a part shall be done at such time and in such manner as County shall designate. County shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by County, stand on support of such thickness as is necessary to properly distribute the weight. County will not be responsible for loss of or damage to any such safe and property from any cause, and all damage done to the building by moving or maintaining any such safe or other property shall be repaired at the expense of Licensee.
9. Licensee shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the County or other occupants of the building of which the Premises are comprised or are a part by reason of noise, odors and/or vibrations, or interfere in any way with other occupants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises. Disability assistance animals shall, however, be permitted in the Premises.

10. Premises shall not be used for commercial purposes, including any vending, nor for any improper, objectionable or immoral purposes.
11. Licensee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by County.
12. County will direct electricians as to where and how telephone and telegraph wires, if any, are to be introduced. No boring or cutting for wires will be allowed without the consent of County. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of County.
13. Licensee shall have access to the Premises and the restrooms in the Building between the hours of 8 am and 8 pm for the permitted uses. County may limit access to the building of which the Premises are a part, or to the halls, corridors, or stairways in the building, or to the Premises with 24 hour advance notice. In case of invasion, mob, riot, public excitement or other commotion, County reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the occupants and protection of property in the building and the building.

In the case of flooding, severe weather or declared emergencies the County may without notice terminate the agreement and take immediate possession of the Premises for any use deemed necessary by the County in its sole and exclusive opinion. Such use may, but not shall not be required to include: storage and/or distribution of emergency supplies and equipment, temporary shelter for individuals and/or the general public; distribution and/or service of food, meals, clothing, bedding, etc. to individuals and/or the general public.

14. County reserves the right to exclude or expel from the Premises any person who, in the judgment of County, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the Agreement to which these rules and regulations are made a part.
15. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the County.
16. County shall have the right, exercisable without notice and without liability to Licensee, to change the name and street address of the building of which the Premises are comprised or are a part.
17. Licensee shall not disturb, solicit or canvass any occupant of the building of which the Premises are comprised or are a part and shall cooperate to prevent same.
18. Without the written consent of County, Licensee shall not use the name of the building of which the Premises are comprised or are a part in connection with or in promoting or advertising the business of Licensee except as Licensee's address.
19. County shall have the right to control and operate the public portions of the building of which the Premises are comprised or are a part and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of the occupants, in such manner as it deems best for the benefit of the occupants generally.

20. All exterior entrance doors shall be secured and locked each day after daily services and at all times when the Premises are not in use. All doors opening to public corridors (hallways) shall be kept closed except for normal ingress and egress from occupied spaces.
21. To the extent applicable to this license agreement, Licensee shall conform to all County of Sonoma requirements in regard to safe food preparation and handling. Additionally, Licensee shall provide to the County copies of all required permits for food service.
22. Notwithstanding anything stated herein, and the extent applicable, Licensee shall comply with and be solely responsible for compliance with all applicable health orders, guidances, and best practices applicable to its use of the Premises, including as all social distancing and hygiene requirements, face coverings requirements, and sector specific guidance. Licensee shall be solely responsible, at its sole cost and expense, for ascertaining applicable requirements and for compliance with the measures stated herein and as relates to the restrictions and conditions for any allowed use or activity, including obtaining, performing, and/or documenting any required testing or vaccination status.
23. Licensee's use of the Premises shall be limited to the purpose of selling and serving alcoholic beverages for consumption to members of the Veterans of Foreign Wars, Bear Flag Post 1943 and their bona fide guests.

Attachment 1 to Rules and Regulations
Key Privilege Acknowledgment

Facility: Sonoma Veterans Building Lounge

Date:

Licensee/Recipient Organization: The Veterans Of Foreign Wars, Bear Flag Post 1943

In exchange for being granted the privilege of a key to the subject facility, the above-specified organization acknowledges:

1. Only a designated representative of the organization may possess and use this key. The key shall not be given to or allowed to be used by any other person;
2. The key may not be duplicated or otherwise copied;
3. Access to the facility is controlled because the facility is County property, with equipment and other property, including that of other facility users, that needs to remain secure;
4. The organization is responsible and shall be liable for all use of this key, and for all persons who enter the facility as a result of such use;
5. Upon leaving the facility after any access for which the key was used, the organization is responsible and shall be liable for locking and otherwise securing all doors accessed with the key;
6. The County reserves the right at any time to change keying systems or to modify locks at any individual door(s), and accordingly may change or provide different keys subject to reasonable notice under the circumstances;
7. Loss of this key will be subject to replacement, re-keying, and other related charges, which shall be the organization's responsibility;
8. Neither this key or the grant of this key confers any right, privilege, or exemption from obtaining authorization, license, and all other required permission(s) from County for the use or activity for which the key may be used;
9. The County may revoke this privilege in its discretion for any reason at any time, and in such event the key shall be immediately returned to County;
10. Any accessing of the facility in violation of the above provisions may constitute trespass and will be subject to prosecution to the fullest extent of the law; and
11. Misuse of any key or violation of any of the above provisions shall be cause for denial of future key privileges and for invoking the rights and remedies available under the organization's license for use of the facility.

Said key is being given solely in order for the organization to access the licensed Premises in the facility, including all related ingress and egress. Absent other written authorization, access to any other facility area through use of the key is strictly prohibited.

The above terms and conditions and receipt of the key are hereby acknowledged:

Organization:

By:_____

Title:_____

Exhibit D

Insurance Requirements

Licensee shall maintain and require its subcontractors and agents to maintain insurance as described below.

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 -Sonoma Vets Building Lounge 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.