

**REVOCABLE LICENSE AGREEMENT FOR USE OF  
COUNTY FACILITIES  
OCCIDENTAL COMMUNITY CENTER**

This Agreement, made and entered into between the County of Sonoma, a political subdivision of the State of California, hereinafter called the County, and Harmony Union School District, hereinafter called the Licensee.

**RECITALS**

WHEREAS, the Harmony Union School District has requested the use of the Occidental Community Center to provide community programs and services for the benefit of the people of Sonoma County; and

WHEREAS, the Harmony Union School District is an integral part of the Occidental Community and wishes to provide youth and community programs and services at a central location and

WHEREAS, in the judgment of the Board of Supervisors, it is in the best interest of the citizens of Occidental to allow the Harmony Union School District to use the Occidental Community Center; 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 gives its permission, 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 as specifically shown or described in **Exhibit A** and **Exhibit B**, excluding the parking lot in front of the Community Center, attached hereto and made a part hereof (hereinafter, "the premises"), consisting of the Occidental Community Center and adjacent tennis courts, located at 3920 Bohemian Highway, Occidental, California.
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 and granting of additional licenses.
4. **Term**. The term of this Agreement shall be ten (10) years, commencing on September 13, 2022, and expiring at midnight on September 12, 2032, unless terminated earlier in accordance with Section 18 below.
5. **Operating Budget and Fees**. Licensee shall prepare and submit a County approved Operating Budget by December 31, each year. Licensee shall require each facility user to pay fees for access or rentals. Fees must be approved by the Board of Supervisors and published in advance. Fee Schedule is included in **Exhibit C** attached hereto and made a part hereof.

6. Accounting Requirements. Licensee shall maintain and provide to County full and accurate accounting records of all Licensee's business conducted in the Occidental Community Center in conformance with the following:
- 6.1 Form, Retention and Inspection. Records shall be kept in conformance with accepted accounting practices, in a form satisfactory to County's Auditor Controller. Records shall be maintained separately from the records of any other operations Licensee may have, and shall be retained for at least four years. Licensee shall make the records available at reasonable times for inspection and audit by County.
- 6.2 Annual Accounting Report. Licensee shall submit to County an annual accounting report containing a detailed statement which includes revenue and expenses for operations and maintenance and any funds held for long-term operations and maintenance under this license and such other information as County's Auditor-Controller may reasonably require. The annual report shall be submitted by October 1 of each year for the prior fiscal year ending June 30, beginning October 1, 2023. The Director shall review the report for sufficiency and may contact licensee if any questions are raised. Failure by Licensee to conform to Accounting Requirements may be cause for termination under Section 20 below.
7. Consideration. Licensee shall:
- 7.1 In lieu of rent for the term of this Agreement, perform the maintenance and operation functions described below.
- Provide at its sole cost and expense all staff, equipment, supplies, services and materials necessary to the operation of the Center as a community facility and necessary to the normal maintenance of the building in a safe, clean, and attractive condition. Operation days and hours are identified in appendix (A). As used herein, normal maintenance includes cleaning, sweeping, mopping, dusting, window cleaning, wall cleaning, sanitizing, changing light bulbs, and provision of all janitorial, toiletry and cleaning supplies. A list of cleaning supplies being used shall be submitted to County for approval prior to their use. Material Data Safety Sheets for all cleaning supplies shall be maintained by Licensee in Center office.
- 7.2 Provide a schedule of annual ongoing use of the Center by members of the public; prepare license agreements; verify insurance; and collect fees associated with these uses. Provide at its sole cost and expense all staff, equipment, supplies, services, and materials necessary to prepare and clean up Center after these uses.
- 7.3 Review and set rental rates for booking of the building as needed to offset maintenance and operational costs.
8. Use. Licensee's use shall be limited to: the use of the Premises (Occidental Community Center) to provide community programs and services for the benefit of the people of Sonoma County. No other use shall be permitted.
9. Equipment Installation and Operation. Licensee may install the equipment, at its sole cost and expense, subject to the prior written approval of County of the type, location and connection methods. 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. Such equipment shall be the property of Licensee unless affixed to the building

10. County Obligations. County shall:

10.1 Review and approve building use schedules and any changes therein.

10.2 Pay all electricity, gas, water utility and refuse charges.

10.3 Provide, at its sole cost and expense, fire insurance for building and all facilities and County personal property within building.

10.4 Provide, at its sole cost and expense, all major repairs to the Center and its mechanical equipment. As used herein a major repair includes any matter requiring specialized skills and equipment necessary to repair roof, mechanical systems, electrical systems or structure.

11. Possessory Interest. Licensee expressly recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

12. Compliance with Laws. Licensee has represented to County and hereby warrants that Licensee has complied with all laws applicable to the acceptance and use of the license herein granted. Licensee shall observe and comply at all times with all applicable federal, state and county statutes and ordinances, rules, regulations, directives, and orders of governmental agencies now in force or which may hereinafter be in force relating to or affecting the use of the license herein granted including compliance with COVID-19 related public health orders.

13. Waste; Nuisance. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste or nuisance on the premises; (ii) any action or use of the premises which interferes or conflicts with the use of the premises by County or any authorized person; or (iii) any action on the premises in violation of any laws or ordinances.

14. Inspection. County shall be permitted to enter and inspect the licensed premises at any and all times.

15. Extent of Grant of License. This Agreement and the license herein granted are valid only to the extent of County's jurisdiction as a landowner or tenant of the premises. Acquisition of any other necessary permits or entitlements for use are the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

16. Deposit Refund. Licensee 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.

17. 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, and employees, unless such injury or damage is caused by or due to the sole negligence or willful misconduct of County, its officers, agents, and employees.
18. Indemnification. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Licensee, that arise out of, pertain to, or relate to Licensee's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Licensee agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Licensee's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Licensee's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Licensee's expense, subject to Licensee's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
19. Insurance. With respect to performance of work under this Agreement, Licensee shall maintain and shall require all of its subcontractors, Licensees, and other agents to maintain, insurance as described in **Exhibit D**, which is attached hereto and incorporated herein by this reference
20. Termination. This agreement may be terminated by either party for any reason whatsoever upon thirty (30) days prior written notice.
21. 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.
22. 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.
23. 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.
24. 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.

25. Notice. All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

If to County:  
County of Sonoma Regional Parks Department  
2300 County Center Drive, #120A  
Santa Rosa, CA 95403  
David Robinson, Park Manager  
[David.robinson@sonoma-county.org](mailto:David.robinson@sonoma-county.org)  
707-565-2824

If to Licensee:

Harmony Union School District  
1935 Bohemian Hwy  
Occidental, CA 95465  
Matthew Morgan  
Phone (707) 874-1205 ext. 11  
Fax (707) 874-1226  
[mmorgan@harmonyusd.org](mailto:mmorgan@harmonyusd.org)

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

26. 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.
27. 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, 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 therefore.

28. General Provisions.

- 28.1 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.
- 28.2 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.
- 28.3 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 construed and interpreted according to the substantive law of the State of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 28.4 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.
- 28.5 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.
- 28.6 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.
- 28.7 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.
- 28.8 Nondiscrimination. Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by

this reference.

28.9 AIDS Discrimination. Licensee agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

29. Contract Enforcement. The Director of Regional Parks or his designee has the authority to enforce provisions of this Agreement. LICENSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LICENSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

LICENSEE:

HARMONY UNION SCHOOL DISTRICT:

By: 

Name: Matthew Morgan

Title: Superintendent-Principal

Date: Aug 4, 2022

COUNTY: COUNTY OF SONOMA  
CERTIFICATES OF INSURANCE ON  
FILE WITH AND APPROVED AS TO  
SUBSTANCE FOR COUNTY and EXECUTED BY:

By: David Robinson  
Department Head/Designee

Date: 8-5-22

APPROVED AS TO FORM FOR COUNTY:

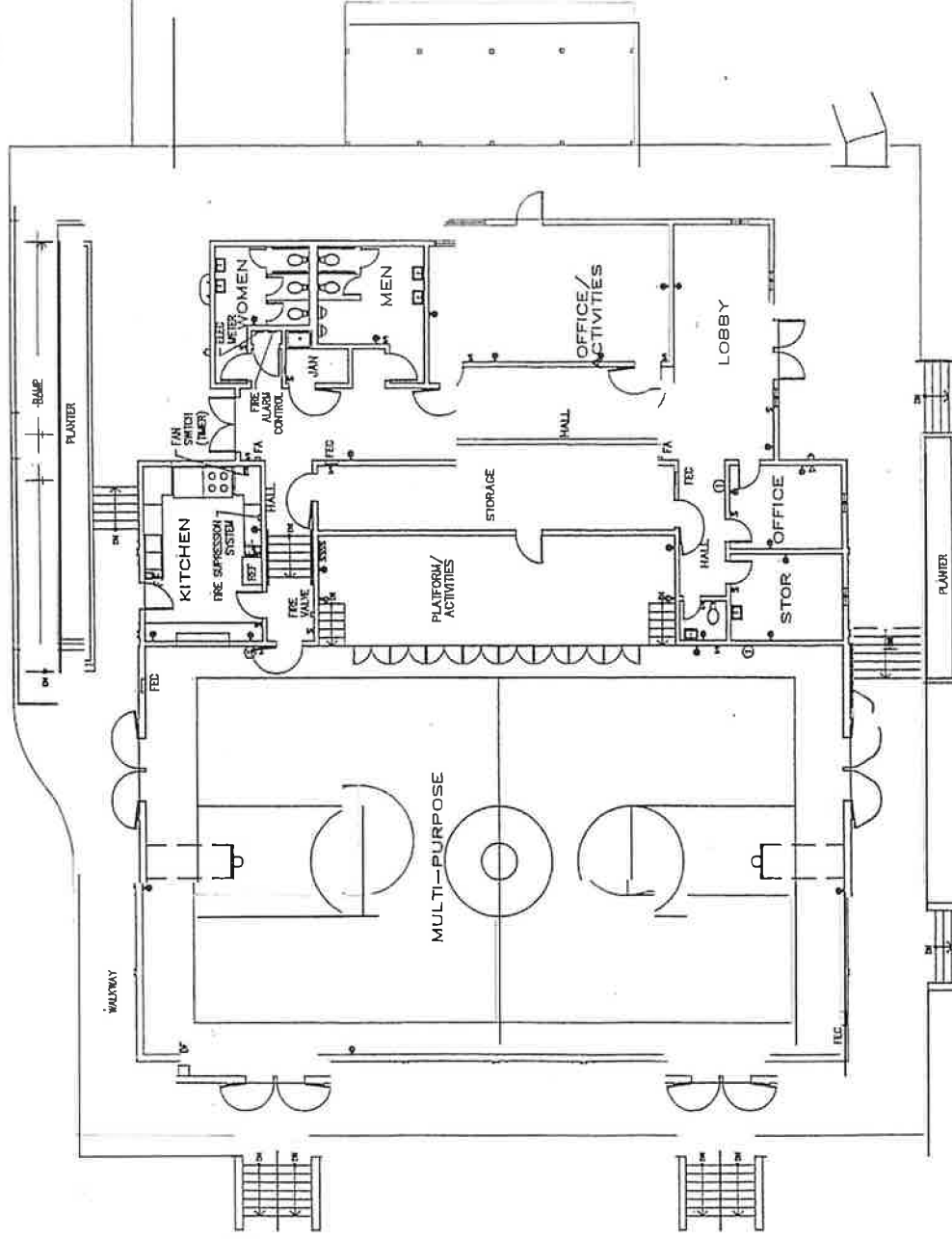
By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

**Exhibit A**  
**Premises**  
**Occidental Community Center**  
**3920 Bohemian Hwy**



# Exhibit B Premises



## OCCIDENTAL COMMUNITY CENTER

3920 BOHEMIAN HIGHWAY, OCCIDENTAL CA

## Exhibit C



**Harmony**  
Union School District

## **HUSD Facilities Fee Schedule**

### **Harmony Elementary / Salmon Creek School Facilities**

1935 Bohemian Hwy, Occidental, CA 95465

707-874-1205

The Harmony / Salmon Creek School site includes a comprehensive Gymnasium with stage, Kitchen, Cafeteria and Assembly Hall. The facility is available, outside of school hours, for athletic activities, special events, and public meetings. Advance reservation is required.

Facility	Capacity	Capacity		Hourly Rate	
	Min Hrs	Seated	Dining	Non Peak/Recurring	Peak Hours
Gymnasium w Stage	2	500	N/A	\$25	\$50
Assembly Hall	2	120	N/A	\$15	\$30
Cafeteria	2	150	100	\$15	\$30
Kitchen	4	N/A	N/A	\$25	\$50
Hours of Operation: Outside school hours - 11pm					

### **Occidental Community Center**

3920 Bohemian Hwy, Occidental, California

(707) 565-2041

The Occidental Community Center facilities include a 3,700 square foot auditorium/multi-purpose gymnasium with stage, and a small meeting room and kitchen. The center is available for community dinners and dances, private weddings and public meetings.

Facility	Capacity	Capacity			Hourly Rate	
	Min Hrs	Seated	Dining	Dine Dance	Non Peak/Recurring	Peak Hours
Auditorium	1	360	246	110	\$20	\$50
Activity Room	1	45	28	N/A	\$10	\$30
Kitchen	2	N/A	N/A	N/A	\$20	\$50
Hours of Operation: 8am - 10pm						Extended Hours: 10pm - 1am 2x hourly rate

## FEES AND CHARGES

1. **Processing Fee:** Non-refundable processing fee is \$20 per contract.
2. **Reservation Deposits:** Deposits are required to hold any date requested. This deposit is applied toward the rental of the building.
3. **Auditorium Deposit:** A \$200.00 reservation deposit or actual facility rent, whichever is less, is required to hold any auditorium use.
4. **Other Room Deposit:** A \$100.00 reservation deposit or actual facility rent, whichever is less, is required to hold any date requested for use.
5. **Hourly Rate:** Shall include room(s) rented and the use of the tables & chairs.
6. **Use Minimum:** Please refer to the chart above for use minimums of each facility.
7. **Setup/Cleanup:** Hours of use stated on the confirmation form must include move in/decoration and clean up time.
8. **Staff:** If, based on the size and/or type of event planned or changes required, District Staff concludes that additional staff is needed for adjustments to reservation requirements and documents, event monitoring or clean-up following an event, additional staff time or personnel will be scheduled. If additional staff time is required, there will be a fee charged based upon current hourly wage rates for those persons scheduled.
9. **Room set-up fee:** Room set-up fees are charged for one-time events based on the number of people in attendance.

1-100 attendees	\$100
101-200 attendees	\$200
201-500 attendees	\$300
over 500 attendees	\$400
10. **Late fee:** There is a \$50 late fee charged for 1) failure to pay deposit and processing fee within 10 days of booking, and/or 2) contracts not completed 30 days before the event, and/or 3) changes made to the contract within 30 days of the event.

## CLEANING/DAMAGE DEPOSIT

Licensees may be required to pay up to \$500.00 refundable cleaning and damage deposit as determined by the District. Deposits will be based on type of use, attendance, if alcohol is present, prior experience with a group and/or organization, and potential for damage to facilities. The deposit will be refunded if, in the judgment of the division supervisor, the facility is left in a clean condition with no damage or missing equipment.

## COMMERCIAL EVENT

The rent of the facility shall be 10% of gross receipts or the base rent, whichever is greater, with a maximum of \$1,200.00 paid per event day. The base rent is to be paid 30 days prior to the event. Percentage of admission fees or collections in excess of the base rent shall be paid to the Harmony Union School District during the business hours of the first business day following the scheduled event.

## **ALCOHOL**

No alcoholic beverages may be served, sold, or given away without written permission from HUSD. Alcoholic beverages are not allowed at the Harmony / Salmon Creek Site.

Alcohol permits will not be issued for youth functions.

### **1. Sale of Alcoholic Beverages:**

For those activities selling alcoholic beverages, the licensee must pay the County of Sonoma an alcoholic beverage service fee, which is based on attendance:

Less than 250 people in attendance	\$100.00
250 or more people in attendance	\$200.00

This fee does not buy you an Alcoholic Beverage Control Authorization. If alcohol is to be sold, authorization must be obtained from CA State Alcoholic Beverage Control, in addition to the County of Sonoma charge. Call (707) 576-2165 for ABC information.

### **2. Serving of Alcoholic Beverages:**

For events when alcoholic beverages are given away the lessee must pay the County of Sonoma an Alcoholic Beverage Service Fee, which is based on attendance:

Less than 250 people in attendance	\$100.00
250 or more people in attendance	\$200.00

## **CANCELLATION POLICY**

- If the customer cancels the event 90+ days before the event date, 50% of the deposit will be retained by the District.
- If the customer cancels event 30-89 days before event date, 100% of the deposit will be retained by the District
- If the customer cancels the event 15-29 days before the event date, 50% of the rental fee will be retained by the District.
- If the customer cancels the event <15 days before the event date, 100% of the rental fee will be retained by the District.

## **HOLIDAY RATES**

Holiday rates apply to New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after, and Christmas Day.

Holiday rates are an additional 50% of the base rent.

**Exhibit D**

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.

**1. Workers Compensation and Employers Liability Insurance – waived by Risk Management**

- 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.

**2. 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. The 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.

**3. 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.

**4. 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.

**5. 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.

**6. Documentation**

- a. The Certificate of Insurance must include the following reference: Occidental Community Center
- 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: The County of Sonoma, its Agents, Officers and Employees, attn: Sonoma County Regional Parks, 2300 County Center Dr., Ste. 120 A, 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.

**7. Policy Obligations**

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

**8. 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.

