|  |
| --- |
| **JC** |

Judicial Council of California

**Real Estate and Facilities Management**

**455 Golden Gate Avenue, San Francisco, CA 94102-3688**

# **REVOCABLE LICENSE FOR THE USE OF REAL PROPERTY**

**THIS REVOCABLE LICENSE FOR THE USE OF REAL PROPERTY** (the “**License Agreement”)** ismade and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between the JUDICIAL COUNCIL OF CALIFORNIA, hereinafter referred to as the “Licensor” and [Legal Name of Licensee], a [describe entity],hereinafter referred to as “Licensee” for the benefit of the Superior Court of California, County of FILL IN (the “**Court**”). Licensor and Licensee may hereafter be collectively referred to as the “Parties” or individually as a “Party.”

**RECITALS**

 **A.** The Judicial Councilis record ownerof that certain parcel of property located in the State of California, County of Alameda, City of Dublin commonly known as East County Hal of Justice (the **“Land”**), and the building located thereon commonly known as 5151 Gleason Drive, Dublin CA 94568 (Judicial Council #01-J1; hereafter, the **“Building**”; hereafter, the Land and Building together may be referred to as the **“Real Property”**).

 **B.** The Real Property is occupied and used by the County of Alameda, the Court, and managed by the Judicial Council.

 **C.** Licensee now desires to obtain from the Judicial Council, and Judicial Council desires to grant to Licensee, certain rights to use a portion of the Building consisting of an area approximately 162 square feet on the 1st floor of the Building as shown on the drawing attached hereto and incorporated herein as **Exhibit “A”** (the **“Licensed Premises”**) for the purpose of operating a facility preparing and selling food, beverages and sundry items for the use of Court employees and their invitees and guests, and members of the public, including those who furnish their own meals (a “**Food Service Facility”)** as further described in section \_\_ below (the “**Licensed Use**”).

**NOW,** **THEREFORE,** in consideration of the mutual promises, covenants and conditions set forth herein, the Parties agree as follows:

**AGREEMENT**

# **License GRANTED**

# Licensor hereby grants to Licensee a license to occupy and use the Licensed Premises solely for the purpose of conducting the Licensed Use, subject to the terms and conditions of this License Agreement.

# It is understood and agreed that Licensee, by the acceptance of this License Agreement and the grant of rights herein, and by Licensee’s use and occupancy of the Licensed Premises for the sole purpose of the Licensed Use and no other, has not acquired and will not acquire at any time in the future any property rights or interest in or to the Licensed Premises, the Building, or any other part of the Real Property, and Licensee does not have nor will it ever obtain any right or claim to the continued use of the Licensed Premises, the Building or any other part of the Real Property beyond those specifically given in and by this Agreement.

# **LICENSED PREMISES**

# The Licensed Premises shall be used only and exclusively for the Licensed Use and for no other purposes whatsoever.

# Licensee has personally inspected the Licensed Premises and the surrounding area and evaluated its suitability as a location for Licensee to occupy and use for conducting the Licensed Use. Licensee accepts the Licensed Premises in its present physical condition as of the Commencement Date, and agrees to make no demands upon Licensor for any improvements or alterations of the Licensed Premises or elsewhere on the Real Property.

# Licensee may make or construct or cause to be made or constructed improvements or alterations to the Licensed Premises, subject to the terms and conditions of section 6, at Licensee’s sole cost and expense.

# **term**

# This License shall commence on **June 1, 2019** (**“Commencement Date”**), and shall continue for a period of three years (the “**Initial Term**”).

# Licensee may commence occupancy of the Licensed Premises immediately upon the Commencement Date, but Licensee may not commence operation of its Licensed Use as a Food Service Facility unless and until Licensee has obtained all Permits and Licenses (defined in section 9.1 below), delivered copies of the Permits and Licenses to Licensor, and Licensee has received Licensor’s written acknowledgment of its receipt of those copies of the Permits and Licenses, all as required under section 9.1 below.

# The Initial Term may be extended by two one-year optional extension terms (each an “**Extension Term**”) upon the giving of written notice by Licensee to Licensor not less than 30 days prior to the last day of the Initial Term or Extension Term, as the case may be.

# Notwithstanding the foregoing, Licensor may terminate this License Agreement at any time after the end of the Initial Term upon the giving of 90 days written notice to Licensee of that intention to terminate if the California Department of Rehabilitation (“**DOR**”) (a) has indicated its desire to turn over food vending services in the Building to a DOR-approved vendor pursuant to the Randolph Sheppard Act (20 U.S.C. 107 *et seq*) and California Welfare and Institutions Code sections 19626 *et seq*; (b) has selected a blind vendor to operate a vending facility(as defined in California Code of Regulations, Title 9, section 7211(a)(53)) in the Licensed Premises; and (c) the selected blind vendor is ready, willing, and able to operate a vending facility in the Licensed Premises and has entered into a contract with DOR to do so.

# **LICENSE FEE**

# Licensee shall pay a monthly license fee (**“License Fee”**) to Licensor during the Initial Term and any Extension Term in the amount of \_**five**\_ percent (5%) of Licensee’s monthly Gross Receipts (as defined in section 5.1 below) arising from or relating to the Licensed Use, for each month of the Initial Term and any Extension Term, with the first payment of the License Fee due and payable within 30 days following the last day of the first month during which Licensor delivers its written acknowledgement of receipt of copies of the Permits and Licenses, and within 60 days after the last day of each month thereafter.

# Payment shall be made by check or draft issued and payable to the State of California, Judicial Council and each such check or draft shall reference Facility No. 01‑J1. Payment shall be mailed or otherwise delivered to the Judicial Council of California, Attn: Finance, 455 Golden Gate Avenue, 6th Floor, San Francisco, California 94102-3688.

# In the event the License Fee payment is not made on or before the date set forth in section 4.1 above, a late fee of 5% of the License Fee or other amount due, or $50, whichever is greater (the “**Late Fee”)**, shall be added to the unpaid amount.

# Any Late Fee shall be due and payable within the next License Fee payment period. The Licensor shall not be obligated at any time to notify Licensee of any Late Fee in order for that amount to be due and payable.

# **GROSS RECEIPTS; ACCOUNTING RECORDS**

# For purposes of this License Agreement, the term “**Gross Receipts**” means all money, cash, receipts, assets, property or other things of value, including, but not limited to, gross charges, sales, rental, fees and commissions made or earned by Licensee, and/or any sublicensees, or permittees of Licensee, whether collected or accrued from business, use or occupation, or any combination thereof, transacted, performed in whole or in part, on the Licensed Premises. Gross Receipts shall not include the following:

1. Sales and excise taxes required to be collected by Licensee.
2. Federal, state, municipal or other taxes collected from the consumers, regardless of whether the amount thereof as stated to the consumer as a separate charge, provided the amount of such taxes shall be shown on the accounting records for Licensee.
3. Receipts from the sale or trade-in value of any equipment used on the Licensed Premises and owned by Licensee.
4. Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to the shippers, suppliers or manufacturers.
5. Receipts with respect to any sale where the subject of such sale or some part thereof, is thereafter returned by the purchaser and accepted by Licensee, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit.

# Licensee shall be required to maintain a method of accounting which shall, to the satisfaction of Licensor, correctly and accurately reflect the Gross Receipts and disbursements of Licensee in connection with the Licensed Use. The method of accounting, including bank accounts established for the Licensed Use, shall be separate from the accounting system used for any other business operated by Licensee or for recording Licensee’s personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sum shown which shall be kept in confidence by Licensor.
4. Cash register tapes (daily tapes may be separated) but shall be retained so that from day to day the sales can be identified.
5. Any other accounting records that Licensor deems necessary for proper reporting of receipts.

# All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer’s receipt or certify the amount recorded in a sales slip. Said cash registers shall, in all cases, have locked-in sales totals and transaction counters which are constantly accumulating and which cannot, in either case, be reset, and in addition thereto, a tape located within the register on which transaction number and sales details are imprinted. Beginning and ending cash register readings shall be made a matter of daily record. If requested by Licensor, Licensor shall be furnished with and retain all the reset keys for the cash registers.

# Licensee shall furnish to Licensor a monthly Gross Receipts report showing the amount payable from Licensee’s monthly Gross Receipts to Licensor. A copy of the monthly Gross Receipts report shall be mailed to Licensor at the address set forth in section 22.2 below. In addition thereto, Licensee shall annually furnish Licensor with an annual Profit and Loss statement and a balance sheet prepared by an authorized representative of Licensee on a form acceptable to Licensor. The annual financial statements shall be submitted within 60 days of the close of each calendar year.

# All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the Initial Term or any Extension Term of this License Agreement. In addition, Licensor may from time to time conduct an audit and re-audit of the books and business conducted by Licensee and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of Gross Receipts made by Licensee to Licensor should be found to be less than the amount of Gross Receipts disclosed by such audit and observation, Licensee shall pay the delinquent amount of License Fee within 30 days after receipt of an invoice for that amount. If the additional amount of License Fee due for any month exceeds 2% of the License Fee already paid for that month, and there is no reasonable basis for the failure to have reported and paid the License Fee based on such additional Gross Receipts, Licensee shall also pay the cost of the audit and all applicable Late Fees.

# All information obtained in connection with Licensor’s inspection of records or audit shall be treated as confidential information by Licensor. The Licensor shall not be liable or responsible for the disclosure of any such records including those marked trade secret, confidential or proprietary, if such disclosure is deemed to be required by law or an order of the Court.

# All such accounting records of Licensee, including, but not limited to, all financial records, journals, vouchers, checks, state and federal income tax returns and sales tax returns, cash register tapes, proprietary data and information, shall be kept and maintained by Licensee and shall be made available to Licensor during the Initial Term and any Extension Term of this License Agreement and for a period of 4 years thereafter unless Licensor’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Licensee at a location in the County of Los Angeles, provided that if any such material is located outside the County of Los Angeles, then, at Licensor’s option, Licensee shall pay Licensor for travel, per diem, and other costs incurred to examine, audit, excerpt, copy or transcribe such material at such other location.

# **IMPROVEMENTS AND ALTERATIONS; EQUIPMENT AND OTHER PeRSONAL PROPERTY**

# **Improvements and Alterations.**

1. Licensee shall be responsible at its sole cost and expense for acquiring, delivering, constructing, and/or installing all improvements and alterations to the Licensed Premises that it deems necessary for its occupancy and use of the Licensed Premises for its intended purpose. Ownership of all improvements and alterations to the Licensed Premises constructed or installed by Licensee pursuant to this section shall remain with Licensee until termination of this License Agreement at which time title and possession of those improvements and alterations shall transfer to Licensor without compensation to licensee unless demand for their removal is given to Licensee by Licensor at least 90 days prior to the date of termination of this License Agreement. Should Licensee fail to remove said improvements, and/or equipment, the same may be sold, removed or demolished, and Licensee shall reimburse Licensor for any cost or expense in connection therewith in excess of any consideration received by Licensor as a result of said sale, removal or demolition.
2. Licensee may construct or install only those alterations and improvements to the Licensed Premises that Licensor has approved in advance in writing.
3. Prior to the commencement of any such construction work, including any and all modifications to improvements or alterations already constructed or installed by Licensee, and at all times thereafter, Licensee will procure, maintain and comply with all permits, licenses, variances, authorizations and approvals required under applicable laws, rules and regulations of the jurisdiction in which the Real Property is located and provide to Licensor copies of all permits, licenses, variances, authorizations and approvals obtained pursuant to this section. Licensee acknowledges that construction work in the Building may be subject to the prevailing wage requirements in the California Labor Code (commencing with section 1720), and the plan review and inspection requirements set forth in the California Building Code, and/or the local jurisdiction having authority.
4. All such construction or installation work will be performed by licensed contractors. Licensee’s contractors shall furnish all tools, equipment, labor and material necessary to perform and complete the work, and shall complete it in a good and workmanlike manner and with high quality material. Licensee will permit Licensor, its employees, agents, or contractors to inspect the Licensed Premises during the course of construction to conduct inspections, testing, and approvals of the work. If the construction work requires a permit such construction work shall remain accessible and exposed for inspection purposes until approved. The schedule for all construction activity must be approved in advance by Licensor and not disturb or interfere in any way with Court or County operations on the Real Property. No construction materials or debris may be stored in or on the Real Property without express prior written consent of Licensor.
5. Licensee acknowledges that the Building may contain asbestos materials. Prior to the commencement of any construction work, including any and all modifications to improvements or alterations already constructed, Licensee shall consult with Licensor to determine whether asbestos containing materials are present in the materials being demolished or renovated. If asbestos is, or may be contained in such materials the Licensee shall, at its sole cost, conduct its construction work as required under the Judicial Council Asbestos Work Permit and Management Process.
6. Each of Licensee’s contractors that performs work on or to the Licensed Premises must obtain and maintain insurance of the type and with coverage amounts set forth in **Exhibit “B,”** which is attached to and made a part of this License Agreement by this reference. All such contractors must indemnify, defend, and hold harmless the Parties and the Court and County from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the performance by the contractors under their contracts including all costs to repair any damage to any part of the Real Property, and neither party waives any right of recovery or subrogation against the other in respect of its contractual arrangements with the contractors.
7. Licensee shall pay, or cause to be paid, all costs for work to be done by it, on the Licensed Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Licensed Premises, Licensee shall cause the lien to be discharged of record within 15 days after Licensee receives written notice that such a lien has been filed. Licensee shall indemnify, defend and hold Licensor and County harmless from any and all liability, loss, damage, costs, attorneys’ fees and all other expenses on account of claims of liens or laborers or materialmen or others for work performed or materials or supplies furnished for Licensee or persons claiming under Licensee.

# **Equipment and Other Personal Property.**

1. Licensee shall provide all equipment, trade fixtures and other personal property required for the Licensed Use, including, without limitation, kitchen equipment, cash registers, and anything else necessary for the satisfactory operation of the Licensed Use. Licensee shall repair, maintain and replace said equipment, trade fixtures and other personal property as is reasonably necessary. Any additional supplies needed shall be provided by Licensee including expendable items such as flatware, dishes, trays, glasses, cooking utensils, employee uniforms, condiment dispensers, and decorative items required for the proper operation of the Licensed Use as determined by Licensor pursuant to this License Agreement. Without waving any lien rights it may have, statutory or otherwise, ownership of all equipment, trade fixtures and other personal property brought onto the Licensed Premises by Licensee shall at all times be by and remain with Licensee.
2. Notwithstanding the foregoing, certain Court-owned furniture is already present on the Licensed Premises including tables and chairs as further identified on the exhibit attached hereto as **Exhibit “C”** (“**Court-Owned Furniture”**) which may be used by Licensee in its Licensed Use of the Licensed Premises as a Food Service Facility during the Initial Term and any Extension Term. At all times during such use, Licensee shall be responsible for regular maintenance and repair of the Court-Owned Furniture as well as its cleanliness and appearance.

# **MAINTENANCE AND REPAIRS.**

# Licensee shall be responsible for maintaining the Licensed Premises in good and substantial repair and condition, and in compliance therewith shall perform all repairs to or replacement of all improvements and equipment, trade fixtures and other personal property brought onto the Real Property by Licensee as well as any Court-Owned Furniture as proved in section 6.2(b) above. In addition to this general requirement, Licensee shall perform any and all repairs required for the maintenance in compliance with all Applicable Laws (defined below), replace broken window glass, repair/replace exposed plumbing and electrical and lighting fixtures, clear clogged drains, regularly maintain and clear all grease traps, and replace broken or damaged doors. Licensee shall be responsible for repair and/or replacement of all improvements and equipment wherever located on the Real Property that is damaged and/or destroyed by the negligent and/or willful acts and omissions of Licensee’s employees, agents, suppliers and/or contractors.

# Licensor is to maintain and repair central hot water, heating and air conditioning systems, and unexposed electrical and plumbing, and replace interior light bulbs and fluorescent tubes.

# All maintenance shall be commenced within 15 days after the need for such work has been identified, and diligently prosecuted to completion, except where the state of disrepair is such that an emergency or hazard is created thereby in which event there shall be an immediate correction. Licensor may cure Licensee’s default with respect to the maintenance obligations assumed pursuant to this section, and upon performance of that obligation shall acquire a right of reimbursement from Licensee for the actual costs of performing that maintenance obligation.

# Licensee is responsible for providing all janitorial services for the Licensed Premises.

# **UTILITIES.** Unless the Licensed Premises are separately metered, Licensor shall provide and pay for all necessary utilities serving the Licensed Premises, excluding telecommunications. Licensee waives any and all claims against Licensor for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Licensed Premises. Licensor will provide all refuse collection and disposal services for Licensee’s Licensed Use of the Licensed Premises.

# **OPERATING RESPONSIBILITIES**

# **Compliance with Laws; Permits and Licenses**.In the exercise of any privilege granted by this License Agreement, Licensee shall comply with all federal, state, and local laws, regulations, orders, rules, and requirements applicable to the Real Property and the Licensed Use (“**Applicable Laws**”). Licensee shall obtain all permits and licenses required for: (a) the construction or installation of any improvements or other alterations on or in the Licensed Premises prior to the commencement of any such work; and (b) occupancy and operation of the Licensed Premises for its Licensed Use (“**Permits and Licenses**”) prior to the commencement of operations. **Licensee is required to provide Licensor with copies of the Permits and Licenses prior to commencement of operations** at the Licensed Premises, receipt of which will be acknowledged in writing by Licensor. Licensee shall comply in all respects with all applicable conditions and restrictions of the Permits and Licenses as well as any permits or licenses obtained or required to be obtained by Licensor with respect to Licensee’s occupancy and use of the Licensed Premises including, but not limited to, any industrial wastewater permit required for operation of the Building, and Licensee will be responsible directly, or by reimbursing Licensor, for any fee, fine, penalty or other assessment arising out of Licensee’s failure to comply with any such permit or license. The Licensee must also comply with all Licensor rules and regulations relating to the use of the Licensed Premises and Real Property that are provided to Licensee.

# **Licensor Rules and Regulations**. Licensee shall conform to and abide by all of Licensor’s rules and regulations, including without limitation the following:

1. No Disturbances. Licensee, its employees and invitees, shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Building or Land, including entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) judicial officers, staff, or jurors in the performance of their duties, or (ii) members of the public in transacting business or obtaining services provided on the Building, or (iii) other occupants of the Building, their employees and invitees, from accessing or using the Building.
2. No Gambling. Licensee, its employees and invitees, shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, in, or about the Licensed Premises.
3. Drug and Alcoholic Beverage-Free Environment. Licensee will not knowingly permit any person under the influence of an alcoholic beverage or any non-prescribed drug that has been defined by the state or federal government as a “controlled substance” to enter upon the Licensed Premises. The possession, sale, or use of any “controlled substance” (except when permitted by law) and the sale or use of any alcoholic beverage in the Licensed Premises is prohibited.
4. No Weapons and Explosives. Licensee, its employees and invitees, while in the Licensed Premises are prohibited from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Licensed Premises.
5. Disorderly Persons. Licensee agrees not to allow any loud, boisterous or disorderly persons to loiter about the Licensed Premises.
6. Illegal Activity. Licensee shall not permit any illegal activities to be conducted upon the Licensed Premises.
7. Habitation. The Licensed Premises shall not be used for human habitation.
8. Noninterference. Licensee shall not interfere with the use and operation of the Building where the Licensed Premises is located.

# **Signs.** Licensee shall not post signs or advertising matter upon the Licensed Premises or improvements thereon, unless written approval is first obtained from Licensor, provided, however, that this restriction does not apply to posted menu or notices of daily (food/drink) specials.

# **Licensee Staff**

1. Licensee shall maintain an adequate and proper staff. Licensee warrants that it will fully comply with all statutes, requirements and laws regarding the employment eligibility of aliens and other documented and undocumented immigrants, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Licensee shall obtain from all covered employees documentation of eligibility status required by federal statutes and regulations as such statutes and regulations currently exist and as they may be hereafter amended. Licensee shall retain such documentation for all covered employees for the period required by law. Licensee shall indemnify, defend, and hold harmless Licensor and the Court and their respective officers, judicial officers, directors, employees and agents from any damages, claims, loss, costs, or expenses arising out of or related to any employer sanctions and any other liability which may be assessed against Licensee or Licensor, or both, in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this License Agreement.
2. All persons employed by Licensee under this License Agreement shall be competent, trustworthy and well qualified for their work. Licensee shall submit to Licensor a roster of employees who are required to enter the Licensed Premises. The roster shall be kept current by Licensee. Licensee and his/her employees will be required to provide picture identification for entry into the Building and to comply with all applicable regulations of Licensor and the Court regarding their presence on the Real Property. Licensee shall provide uniforms for its staff at its own expense and require the staff to wear the uniforms while working at the Licensed Premises.
3. Licensee shall coordinate with the Court regarding any background checks and clearances of Licensee’s staff (including Licensee’s partners and any employees of Licensee who are scheduled to work within the Licensed Premises) which may be required by the Court, and if necessary, the Court will conduct the background checks and notify Licensee if each staff person is approved to have access to the Licensed Premises. If acceptable to the Court, Licensee may conduct any necessary background checks in lieu of the Court, and provide to the Court suitable documentation evidencing Licensee's completion of any necessary background checks. If the Court requires background checks of Licensee’s employees, Licensee shall not allow any employee access to the Licensed Premises unless and until that employee completes a background check to the satisfaction of the Court, as applicable. Licensee shall be responsible for all costs and expenses related to background checks, and to the extent applicable, Licensee shall reimburse the Court for all actual and reasonable costs and expenses associated with any background checks related to Licensee or its employees.
4. Licensee shall file with Licensor a certificate for each employee or independent contractor of Licensee showing that within the last two years such person has been examined and has been found to be free of communicable tuberculosis. “Certificate” means a document signed by the examining physician and surgeon who is licensed under Chapter 5 (commencing with section 2000), Division 2 of the State Business and Professions Code or a notice from a public health agency or unit of the Tuberculosis Association which indicates freedom from active tuberculosis. In addition, Licensee shall provide annual medical certifications for each employee or independent contractor of Licensee at its expense in an effort to retain present employees. Licensor may, at any time, give Licensee written notice of the fact that the conduct or actions of a designated employee of Licensee is, in the reasonable belief of Licensor, detrimental to the interests of the public using the Licensed Premises. Licensee will meet with representatives of Licensor to consider the appropriate course of action with respect to such matter and Licensee shall take reasonable measures under the circumstances to assure Licensor that the conduct and activities of Licensee’s employee will not be detrimental to the interest of the public using the Licensed Premises.

# **Operation of Food Service Facility.**

1. Merchandise. Licensee shall provide and maintain the necessary inventory of merchandise required to meet the needs of the public in connection with the Licensed Use. All food and beverages sold or kept for sale by Licensee shall be first class in quality, wholesome and pure, and shall conform to federal, state and County food laws, ordinances and regulations in all respects. No adulterated, misbranded or impure articles shall be sold or kept for sale by Licensee, and all merchandise kept on hand by Licensee shall be stored and handled with due regard for sanitation. In the event food is below first class, the Court shall have the right to order the improvement of the quality of any food kept or offered for sale.
2. Days and Hours of Operation. The minimum hours of operation shall be from 8:00 a.m. to 4:00 p.m. Monday through Friday except court holidays. In addition, thereto, Licensee shall keep the Licensed Premises open for service to employees at such other times as may be requested by the Court or Licensor. In the event of emergencies, the Court may request that Licensee keep the Licensed Premises open and provide food service. Licensee shall designate one member of the staff as the “Licensee Manager” with whom the Court or Licensor may deal on a daily basis. Any other persons selected by Licensee as Licensee Manager shall be skilled in the management of business similar to Licensee and shall be subject to approval by the Court and Licensor. The Licensee Manager shall be fully acquainted with the Licensed Use, familiar with the terms and conditions prescribed therefore by this License Agreement, and authorized to act in the day-to-day operation thereof. Licensee and/or Licensee Manager shall attend any required meetings.
3. Menu. Licensee’s proposed menu is to be prepared and submitted for the Court’s final approval and shall include prices, a description of each item, the weight of each portion and the government grades for its component items. This is also required of any future proposed menus or changes. No menu shall misrepresent quality, grade, or weight of any item. If Licensee is unable to determine the weight of a given item, it may indicate that its weight will not be less than an amount which Licensee shall state. For a product which changes weight during cooking, Licensee shall indicate whether the weight indicated is that product’s uncooked weight. If Licensee purchases various government grades of a given item, it shall state the lowest grade which it purchases.
4. Menu price schedules. Licensee shall at all times maintain a complete list or schedule of the prices charged for all goods or services, or combinations thereof, supplied to the public on or from the Licensed Premises. Said prices shall be fair and reasonable based upon the following considerations: that the Licensed Use is intended to serve the needs of the public for the goods and/or services supplied at a fair and reasonable cost; comparability with prices charged for similar goods and/or services supplied in the Los Angeles Metropolitan Area; and reasonableness of profit margin in view of the cost of providing same in compliance with the obligations assumed in this License Agreement. In the event the Court notifies Licensee that prices being charged are not fair and reasonable, Licensee shall have the right to confer with the Court and justify said prices. Following reasonable conference and consultation thereon, Licensee shall make such price adjustments as may be ordered by the Court.
5. Publicly Displayed Menu. Prices for each item sold in the facility shall be conspicuously displayed to the satisfaction of the Court as to information given, design, type, size, style, color, and all other specifics. Said prices shall not exceed the approved prices for said items. If, in addition to any publicly displayed menu, Licensee provides individual menus for customers, or places price markers on item displays, said prices shall not exceed the approved prices for said items.
6. Amendments May Be Required. The Court may re-evaluate the selection of menu and other items. The Court’s determination that the selection offered is inadequate, or that any price is excessive, or that the quality or quantity of any item is deficient, shall be conclusive. Licensee may meet and confer with the Court regarding such matters.
7. Additional Obligations. Licensee further agrees to provide the following:
8. At least one premium coffee choice.
9. Healthy food choice selections daily.
10. “Grab and go” food selections.
11. Scattered food service stations to improve traffic flow.
12. Professional signage within the Licensed Premises.
13. A suggestion box.
14. Post the weekly menu.
15. A minimum of two POS cash registers.
16. Repaint the Licensed Premises and decorate dining room areas as reasonably necessary prior to Commencement Date and every 3 years thereafter unless Licensee obtains written authorization from the Court to extend that 3 year period.

# **Removal of objectionable goods and services.** Licensee shall immediately remove or withdraw from sale any goods or services which may be found objectionable by Court employees, or the public as determined by the Court.

# **Sanitation.** Licensee is responsible for maintaining the Food Service Facility in the Licensed Premises in a clean and sanitary condition at all times in conformance with this section. No offensive matter or refuse or substance containing an unnecessary, unreasonable or unlawful fire hazard or material detrimental to the public health, shall be permitted or remain on the Licensed Premises, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall, at all times, keep the kitchen, dish room, serving line, equipment and materials located thereon sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, flies and other insects, rodents and vermin. All apparatus, appliances, utensils, devices, equipment and piping used by Licensee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be thoroughly and properly cleaned after each period of use with hot water and suitable soap, detergents, and sterilizing agents, and shall be rinsed by flushing with hot water. All trays, dishes, china, crockery, glassware, cutlery and other equipment of such type shall be cleaned by Licensee immediately after using the same and shall be kept clean until reused. Floors, tables and chairs throughout the Licensed Premises shall be cleaned by Licensee of all food and beverage spilled thereon. Licensee shall provide and pay for regular fumigation service. In addition, Licensee shall at all times maintain an “A” rating as determined by the County of Los Angeles Health Department. Notwithstanding the foregoing, Licensor shall assist in maintaining the sanitation required herein by providing for the collection of all refuse and payment of all charges for the removal thereof.

# **Security Devices.** Licensee may provide any legal devices, installations, or equipment designed for the purpose of protecting the Licensed Premises from theft, burglary or vandalism, provided written approval for installation is first obtained from Licensor. All purchases and installations thereof shall be at Licensee’s expense.

# **Safety.** Licensee shall immediately correct any unsafe condition at the Licensed Premises, as well as any unsafe practices occurring thereon. Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the Licensed Premises. Licensee shall cooperate fully with Licensor in the investigation of any accidental injury or death occurring on the Licensed Premises, including a prompt report thereof to Licensor.

# **DEMAND FOR REIMBURSEMENT.** In the event that Licensor requires reimbursement from Licensee for expenses incurred by Licensor, Licensor shall deliver to Licensee a written invoice for such amounts, and such reimbursement shall be satisfied by Licensee through payment to Licensor of the amounts described on such invoice, within 30 days following Licensee’s receipt of such invoice. If Licensee fails to reimburse Licensor as described herein within the time period described above, then Licensee agrees that any such reimbursement amounts shall be subject to the Late Fee. Licensor and Licensee waive all rights to payment on their respective rights to reimbursement for the actual costs of cure of the default of the other with respect to the maintenance obligations assumed herein, except in the manner and amounts heretofore provided.

# **HOLD HARMLESS AND INDEMNIFICATION**

# **Licensee’s Indemnification Obligation.** Licensee agrees to defend, indemnify and hold harmless the State Parties (defined below) from any and all liability caused by the actions of Licensee arising out of the performance of this License Agreement, and to pay all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable attorneys’ fees and costs. In addition, Licensee shall defend the State Parties against all causes of action, claims, or judgments relating to the presence or operation of the Licensed Use at the Licensed Premises and shall indemnify the State Parties from any and all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments, including, but not limited to, reasonable attorneys’ fees and costs alleged to have resulted from the presence or operation of the Licensed Use at the Licensed Premises.

# “**State Parties**” refers singularly and collectively to the State of California, the Judicial Council, and the Court, and County and their respective officers, judicial officers, directors, employees and agents.

# This section 11 will survive the expiration or earlier termination of this License Agreement with respect to acts or events occurring prior thereto until all claims against the indemnifying Party involving any of the indemnified matters are either concluded or fully, finally, and absolutely barred by the applicable statutes of limitations.

# **INSURANCE**. Without limiting licensee’s indemnification of the licensor, Licensee and any contractor or agent employed by Licensee at the Licensed Premises agrees at all times during the Initial Term and any Extension Term, to purchase and keep in force insurance policies of the type and with coverage amounts set forth in **Exhibit “B,”** which is attached to and made a part of this License Agreement by this reference.

# **DESTRUCTION OF LICENSED PREMISES.**

# In the event the Licensed Premises shall be totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder (each a “**Casualty Event**”), Licensor shall either restore the Licensed Premises or terminate this License Agreement, in Licensor’s sole discretion.

# Should Licensor elect to restore the Licensed Premises, this License Agreement shall continue in full force and effect except that the payments to be made by Licensee shall be abated or other relief afforded to the extent that Licensor may determine the damage or restoration interferes with the Licensed Use.

# Licensee agrees to cooperate with Licensor in the restoration of the Licensed Premises by vacating and removing all items of inventory, trade fixture, equipment and furnishings for such periods as are required for the restoration thereof. Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested related to the Licensed Use, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

# The provisions of this section shall also be applicable to a total or partial closure of the facilities by a Casualty Event, except that the relief to be provided shall be based upon the extent Licensor may determine that the reduction in the public’s use of the facilities, due to the partial or total closure thereof, has affected the Licensed Use.

# Licensee agrees to accept the remedy provided in this section 13 in the event of a destruction of the Licensed Premises, and hereby waives any or all additional rights and remedies for relief or compensation that are presently available or may hereinafter be made available under the laws and statutes of this state including any possible application of California Civil Code sections 1932(2) and 1933(4).

# **TAXES AND ASSESSMENTS.**

# Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon Licensee’s equipment and any improvements constructed or installed by Licensee located in the Licensed Premises.

# Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used thereon.

# Pursuant to section 107.6 of the California Revenue and Taxation Code, notice is hereby given that Licensee is responsible for any possessory interest taxes that may be imposed as the result of, or related to, this License Agreement. Licensee shall have the right, with the cooperation of Licensor and at no cost to Licensor, to contest any such possessory interest taxes.

# **Relocation Assistance Benefits.**

# Licensee is hereby informed and acknowledges the following:

1. By entering into this License Agreement and becoming a licensed user of the Licensed Premises, Licensee may become entitled to receipt of “relocation assistance benefits” (**“Relocation Benefits”**) pursuant to the Federal Uniform Relocation Assistance Act (42 USC sections 4601 et seq.) and/or the California Relocation Assistance Law (Cal. Gov. Code sections 7260 et seq.) (collectively, the **“Relocation Statutes”**), should Licensor at some time make use of the Licensed Premises in such a way as to “displace” Licensee from the Licensed Premises. Pursuant to the Relocation Statutes, Licensor may then be obligated to make such payments to Licensee even where such displacement of Licensee does not otherwise constitute a breach or default by Licensor of its obligations hereunder.
2. Under the Relocation Statutes in effect as of the date of this License Agreement, Relocation Benefits may include payment to such a “displaced person” of (i) the actual and reasonable expense of moving himself, herself and a family, business or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed $10,000, or (iii) payment in lieu of moving expenses of not less than $1,000 or more than $20,000.
3. In consideration of Licensor’s agreement to enter into this License Agreement, Licensee hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of Licensor’s assertion or exercise of its contractual rights to terminate this Agreement pursuant to its terms, whether or not such rights are contested by Licensee or any other entity, and releases Licensor from any liability for payment of such Relocation Benefits; provided, however, that Licensee does not waive its rights to Relocation Benefits to the extent that Licensee’s entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the County of Los Angeles or any other public agency with respect to the Licensed Premises or as otherwise expressly set forth in this License Agreement. Licensee shall in the future execute any further documentation of the release and waiver provided hereby as the Judicial Council may reasonably require.

# **TRANSFERS.** This License Agreement is personal to Licensee. Licensee shall not assign or otherwise transfer this License Agreement or any rights, privileges, or obligations hereunder to any other person or entity, nor shall Licensee permit the use of any portion of the Premises by others without the prior written consent of Licensor, which consent will be given or withheld by Licensor in its sole discretion.

# **NON-DISCRIMINATION**

# Licensee certifies and agrees that all persons employed by Licensee or the affiliates, subsidiaries or holding companies thereof are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all federal and state laws prohibiting discrimination in employment, including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900, Title VII of the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990**.**

# Licensee certifies and agrees that sub-Licensees, bidders, and vendors thereof are and shall be selected without regard to or because of race, religion, ancestry, national origin or sex.

# All employment records shall be open for inspection and reinspection at any reasonable time during the Initial Term and any Extension Term of this License Agreement for the purpose of verifying the practice of nondiscrimination by Licensee in the areas described above.

# **RIGHT OF ENTRY**

# Any officer or employee of Licensor may enter upon the Licensed Premises at any reasonable time for the purpose of determining whether or not Licensee is complying with the terms and conditions of this License Agreement.

# In the event of an abandonment or vacation of the Licensed Premises or discontinuance of the Licensed Use for a period in excess of 48 hours, Licensee hereby irrevocably appoints Licensor as an agent for continuing operation of the Licensed Use granted herein, and in connection therewith authorizes the officers and employees thereof to: (a) take possession of the Licensed Premises, including all improvements, equipment and inventory thereon; (b) remove any and all persons or property on said Licensed Premises and place any such property in storage for the account of and at the expense of Licensee; (c) sublease or license the Licensed Premises; and (d) after payment of all expenses of such subleasing or licensing apply all payment realized therefrom to the satisfaction or mitigation of all damages arising from Licensee’s breach of this License Agreement. Entry by the officers and employees of Licensor upon the Licensed Premises for the purpose of exercising the authority conferred hereon as agent of Licensee shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.

# **SURRENDER.** Upon termination of this License Agreement, Licensee shall peaceably vacate the Licensed Premises and any and all improvements located there and deliver up the same to Licensor in a reasonable good condition, ordinary wear and tear excepted. Licensee shall remove all of its equipment, trade fixtures and other personal property including all inventory at termination of this License Agreement.

# **INDEPENDENT CONTRACTOR.** In performing the obligations hereunder, Licensee is engaged solely in the capacity of independent contractor, it being expressly understood that no relationship between the Parties other than that of independent Licensee has been or is intended to be created. This License Agreement does not constitute and the Parties do not intend to create thereby a partnership or a joint venture, or a relationship of master and servant or principal and agent, as it is mutually understood and agreed that the relationship created thereby and the construction of rights and duties thereunder is to be determined in accordance with the laws relating to owners and occupants of real property.

# **Default and Remedies.**

# **Default**. After expiration of the applicable grace period, any of the following will constitute an event of default under this License Agreement (an “**Event of Default**”):

1. Licensee’s failure to pay any amount in full when it is due under this License Agreement following 5 days written notice to Licensee;
2. Licensee’s failure to observe or perform any other provision of this License Agreement, or the breach of any of Licensee’s representations or warranties hereunder, if such failure or breach continues for 30 days after written notice from Licensor of the failure or breach specifying in reasonably sufficient detail the nature of the failure or breach; but if the default is such that it is capable of being cured, but cannot be completely cured within the 30 day period, Licensee will not have defaulted if Licensee begins to cure within the 30 day period and diligently performs the cure to completion.

# **Remedies.** Upon the occurrence of an Event of Default, Licensor shall have the right to terminate this License Agreement by giving Licensee written notice thereof in addition to any other rights or remedies available to Licensor at law or in equity.

# **NOTICES**. Every notice required by this License Agreement shall be in writing and shall be delivered either by: (a) personal delivery (including delivery by an overnight courier service which obtains confirmation of receipt) or (b) postage prepaid return receipt requested certified mail addressed to the party for whom intended at the addresses given below. Telephone or email notice without written notice as required above shall not be effective notice. Service by mail shall be deemed complete upon receipt by the other party or upon 5 business days following the deposit of such mail in the above-mentioned manner. All notices and correspondence to Licensor must reference the address of the Licensed Premises and the name of Licensee. A Party may change its address by written notice to the other Party effective 30 days later.

# Any notice upon Licensee shall be addressed to:

Name

Address

City, State, zip

Voice:

Fax:

Email:

# Any notice upon Licensor shall be addressed to:

Judicial Council of California

Real Estate and Facilities Management

Attention: Associate Facilities Analyst

455 Golden Gate Avenue, 8th floor

San Francisco, CA 94102

Voice: 415-865-5334

Fax: 415-865-4694

Email:

With a copy to:

Judicial Council of California

Real Estate and Facilities Management

Attention: Manager, Real Estate

455 Golden Gate Avenue, 8th floor

San Francisco, CA 94102

Voice: 415-865-4048

Fax: 415-865-4694

In addition, all notices by Licensee relating to termination of this Agreement or an alleged breach or default by Licensor must also be sent to:

Judicial Council of California

Branch Procurement and Accounting

Attention: Manager, Contracts

455 Golden Gate Avenue

San Francisco, CA 94102-3688

Voice: 415-865-7989

Fax: 415-865-4326

# Copies of all notices shall also be delivered to the Court at the following address:

Superior Court of California, County of Alameda\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Voice: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **LICENSOR’S NON-RESPONSIBILITY FOR SALES PROCEEDS**. Licensee represents it has made its own determinations for the profitability and viability of the Licensed Use of the Licensed Premises including traffic counts of possible patrons, previous sales history, if any, and has not relied on any representations made by the Court or Licensor or their respective officers, judicial officers, directors, employees or agents. Neither Licensor nor the Court or their respective officers, judicial officers, directors, employees or agents assume any liability for any sales losses whatsoever caused by the reduction of Court staff or public clientele, damages to the Licensed Premises, relocation of patron traffic and access, boycotts, strikes, relocation of Licensed Premises, or any other reason whatsoever.

# **AUTHORITY**. Licensor, Licensee and the Court each represent and warrant that the person who has executed this License Agreement on its behalf is duly authorized to execute this License Agreement in their individual or representative capacity as indicated.

# **MISCELLANEOUS.**

# **Waivers.** Any waiver of any right under this License Agreement must be in writing and signed by the waiving party.

# **Headings.** The headings used in the License Agreement are for convenience and reference only and are not intended to define or limit the scope of any provisions.

# **Binding on Successors**. The terms and conditions contained in this License Agreement will apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.

# **Severability**. The invalidity of any provision in this License Agreement as determined by a court of competent jurisdiction will in no way affect the validity of any other provision hereof.

# **Attorneys’ Fees**. The prevailing party in any litigation or other proceeding brought to enforce this License Agreement will be entitled to recover its reasonable attorneys' fees, costs, and expenses in connection with such litigation or other proceeding from the other party.

# **Entire Agreement**. This License Agreement is the entire understanding between the parties relating to the subjects it covers. Any agreement or representations respecting the Licensed Premises or its licensing by Licensor to Licensee not expressly set forth in this License Agreement are void.

# **Amendments**. This License Agreement may be modified only in writing and only if signed by the Parties at the time of the modification.

# **Choice of Law**. This License Agreement shall be governed by the laws of the State of California without regard to its conflicts of law rules. Any action brought to enforce any provision of this License Agreement will be brought in the Superior Court of the State of California.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, the Parties have executed this License Agreement at the dates specified below their respective signature.

|  |  |  |
| --- | --- | --- |
| **LICENSEE:****NAME OF COMPANY, type of entity** **(a California corporation, partnership, etc.)** |  | **LICENSOR:****JUDICIAL COUNCIL OF CALIFORNIA** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Stephen SaddlerTitle: Manager, ContractsDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **COURT:****SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | APPROVED AS TO FORM:Judicial Council of California,Legal Services By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title: AttorneyDate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT “A”**

**FLOOR PLAN DEPICTING LICENSED PREMISES**

**[see attached]**

**EXHIBIT “B”**

**INSURANCE REQUIREMENTS**

## General Requirements.

1. During the period of time Licensee occupies or uses space at or in the Licensed Premises, Licensee will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated “A-VII” or higher by A. M. Best’s key rating guide, and are approved to do business in the State of California.
2. Before commencement of its use, and within 10 days following the renewal or replacement of any of the required insurance, Licensee will provide Licensor with certificates of insurance, on forms acceptable to Licensor, as evidence that all required insurance is in full force and effect. The certificates of insurance will clearly indicate the following:
3. For the insurance provided under the terms of section 2.A and 2.B that the State of California (“**State**”), Judicial Council of California (“**Judicial Council**”), Superior Court of California, County of Alameda (“**Court**”) and the County of Alameda (“**County**”) including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; but only with respect to liability assumed by Licensee under the terms of this Agreement.
4. That the insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State, Judicial Council, Court or County, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
5. The Certificates of Insurance shall be addressed as follows:

Judicial Council of California

Capital Program

455 Golden Gate Avenue, 8th Floor

San Francisco, CA 94102

Attention: Maria Topete, Risk & Quality Compliance

E-mail: maria.topete@jud.ca.gov

Fax: (415) 865-7524

1. That Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, Court, or County, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Licensed Premises.
2. The Licensee shall provide Licensor with 30 days advance notice if any of the required insurance is materially changed or cancelled so as to no longer meet the requirements set forth herein during the term of this Agreement.

## Insurance Requirements.

Before the commencement of the occupancy of the Licensed Premises authorized by the terms of this License Agreement, Licensee will furnish or cause to be furnished to Licensor verification that the following insurance is in force:

1. Commercial General Liability. Commercial General Liability Insurance written on an occurrence form with limits of not less than $5,000,000 per occurrence, and a $5,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, liability assumed under an insured contract, or damage to, or loss of use of, the Building resulting from the installation or operation of Licensee Facility. As related to construction work the policy shall not contain exclusion for loss resulting from explosion, collapse or underground hazards. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy’s limit of liability.
2. Commercial Automobile Liability. When an automobile is used in connection with the use of the Real Property, Automobile liability insurance with limits of not less than $1,000,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicle.
3. Pollution Liability Insurance. Should Licensee may bring onto, and use on or about the Licensed Premises kinds and amounts of Hazardous Materials required for operation of the Licensed Use, Pollution Liability Insurance with limits of not less than $2,000,000 per occurrence and $2,000,000 per location annual aggregate. The policy shall include coverage for bodily injury and property damage liability and clean-up costs at the Licensed Premises, the Building and the Real Property.
4. Workers Compensation. Statutory workers compensation insurance covering all employees engaged in work on Licensee Facility, including special coverage extensions where necessary and employer’s liability with limits of $1,000,000 for each accident, $1,000,000 disease policy limit, and $1,000,000 disease limit for each employee.
5. Property Insurance. Property (Physical Damage) insurance covering loss or damage to all of Licensee’s improvements, alterations, and additions to the Licensed Premises by reason of damage or destruction from fire, mechanical breakdown and those other perils insured under a form of all risk property, with limits of liability equal to the amount of the full replacement value of Licensee’s improvements, alterations, and additions to the Licensed Premises.

**EXHIBIT “C”**

**INVENTORY OF COURT-OWNED PROPERTY**

[to be included if required pursuant to section 6.2(b)]