

**REVOCABLE LICENSE AGREEMENT FOR USE OF  
COUNTY FACILITIES  
Sonoma Valley Tennis Association at Maxwell Farms Regional Park**

This Revocable License Agreement (“License”), made and entered into on \_\_\_\_\_, 2018, by and between the County of Sonoma, a political subdivision of the State of California (“County”), through its Regional Parks Department (“Regional Parks”) and **Sonoma Valley Tennis Association** (“Licensee”), a 501(c)(3) non-profit. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the License as defined below. County and Licensee are sometimes collectively referred to herein as the “parties” and singularly, a “party.”

**RECITALS**

WHEREAS, County owns and operates Maxwell Farms Regional Park located at 100 Verano Avenue, Sonoma; and

WHEREAS, Licensee has successfully operated and maintained the five tennis courts at Maxwell Farms since 2002; and

WHEREAS, Licensee desires to continue to operate and maintain the five tennis courts at Maxwell Farms; and

WHEREAS, County and Licensee agree that Licensee’s continued operation of the tennis courts at Maxwell Farms would be beneficial to the community, County and Licensee;

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, in its sole discretion, gives its permission, subject to all the terms and conditions of this License, to Licensee to enter and use that portion of real property described in Section 2, below.

2. **Premises.** Licensee is hereby permitted to use a portion of the County real property as depicted in **Exhibit A, Map**, attached hereto and made a part hereof, (“Premises”) consisting of the tennis courts and adjacent parking area located at Maxwell Farms Regional Park, 100 Verano Avenue, Sonoma, California and all improvements on the Premises, including but not limited to tennis nets, net posts or mechanics, fences, gates, sun screens, benches, court surfaces and bulletin boards.

3. **Non-Exclusive License.** The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, entry, leasing, sub-leasing and granting of additional licenses.

4. **Term.** The term of this License shall be for a period of five (5) years, commencing on January 1, 2019, and expiring at midnight on December 31, 2023 unless earlier terminated in accordance with Section 21 below. The Director of Regional Parks shall have the authority to extend the License for an additional five (5) year term upon expiration of the current agreement, but in no event for more than 10 years from December 31, 2018.

5. Use. Licensee's use of the Premises shall be limited to the following: the tennis court operation consisting of scheduling of events for the tennis courts. Scheduling of the tennis courts shall be at the discretion of Licensee, provided that all community athletic organizations shall be afforded an opportunity to use the Premises, subject to scheduling by the Licensee and to the other requirements of this License. Licensee shall comply with such rules and regulations as may be adopted by County and provided to Licensee for the safety, care and cleanliness of Premises.

5.1. Facility. The Premises shall be used as a tennis court facility and Licensee shall not have the privilege of using the Premises for any other purpose without prior written consent of Regional Parks.

5.2. Underprivileged Outreach. Licensee shall use its best efforts to provide underprivileged persons with the opportunity to receive lessons and attend clinics at reduced rates.

5.3. Notification. Licensee shall notify Regional Parks as soon as possible, but in all cases within forty-eight (48) hours regarding any hazards, injuries, problems, visitor complaints and scheduling changes pertaining to the use of the tennis courts. Notification shall be by phone or email with a follow-up writing via facsimile, or US Postal Service mail, at the address(es) provides in Section 26, below.

5.4. Court Reservations. Licensee shall be responsible for the notification, scheduling, and designation of the tennis courts for tournaments, league matches, clinics, and lessons. Except during authorized tournaments, league matches, and occasional lesson periods not to exceed thirty five (35) days each calendar year, two or more courts shall remain available to the public on a first come, first served basis at all times.

5.5. Lessons and Clinics. Licensee shall provide a written schedule of lessons and clinics on or before February 1 of each year to Regional Parks as part of the budget and fee request. Notification of dates and times for lessons and clinics shall be posted at the Premises. Reserved signs are to be posted daily on the courts scheduled for use.

5.6. Tournaments and Matches. Licensee is authorized to conduct weekend tournaments, one-day tournaments, and USTA league matches in accordance with an annual schedule not to exceed 35 days of each year. Licensee shall not expand such uses without the prior written consent of Regional Parks. Advanced posting of events and courts reservations is required. Licensee shall provide a schedule of Tournaments and Matches to Regional Parks on or before February 1 of each year.

6. Maintenance and Operations. Licensee shall conduct its operations and maintain the tennis courts at the Premises in a safe and sanitary condition and in compliance with all laws, rules and regulations as may be in effect from time to time. Licensee shall not make or permit any modification or alteration to the Premises or any improvements thereon without prior written consent of Regional Parks. Licensee shall be responsible for both the daily and long-term maintenance of the tennis courts and the Premises and their operations as follows.

6.1. Daily Maintenance. Licensee shall be responsible, at its sole expense, to perform daily maintenance of the tennis courts at the Premises, including but not limited to the following: daily inspection of the tennis courts; litter pick up; washing or sweeping of courts; graffiti removal; net adjustments; repairs of any minor damage; and removal or securing of hazards.



6.2. Major Maintenance. Licensee shall be responsible, at its sole expense, to perform major maintenance of the Premises by repairing or replacing damaged, worn or unserviceable equipment or amenities including but not limited to tennis nets, net posts or mechanics, fences, gates, sun screens, benches, court surfaces and bulletin boards. Such major maintenance of the Premises shall be performed within a reasonable period of time after the licensee has knowledge of the required maintenance. Licensee shall provide a long term maintenance plan to Regional Parks on or before February 1 of each year.

6.3. Facility Equipment. Licensee shall not make or permit any modification or alteration of the Premises without prior written consent of Regional Parks.

6.4. Nuisances or Defects. Licensee shall conduct its operations and maintain the tennis courts on the Premises in a safe and sanitary condition so as not to create a nuisance or any damage to the Premises. If any such damage occurs due to Licensee's actions, Licensee shall repair the same within a reasonable time at its own expense.

6.5. Hazards and Notification. Licensee shall take immediate action to secure, repair, or close off any hazard or safety concern to visitors using the tennis court facility and shall verbally notify the Regional Parks main office (707-565-2041) Monday through Friday during business hours (8 am- 5 pm) as soon as possible, but in all cases within forty-eight (48) hours of the time it first becomes aware of the hazard. Notification shall include information on the action taken. Notification shall be made by phone and written follow-up notification of the hazard and response shall be provided to County by e-mail or pursuant to Paragraph 26 below within twenty-four (24) hours of verbal notification.

6.6. Display Cases. Licensee shall provide and maintain a display case at the tennis court site. The display case shall be used for posting of scheduled events, court reservations, and announcements of upcoming events at the Premises or at other tennis courts. The posting of retail advertisements or vending of any kind is not allowed.

7. **Accounting Requirements.** Licensee shall maintain and provide to Regional Parks full and accurate accounting records of all Licensee's business conducted in the park and in conformance with the following:

7.1. Form Retention and Inspection. Records shall be kept in conformance with accepted accounting practice 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 maintained for at least four years. Licensee shall make the records available at reasonable times for inspection and audit by County,

7.2. Annual Accounting Report. Licensee shall submit to County an annual accounting report containing a detailed revenue statement for operations under this License and such other information as County's Auditor-Controller may reasonably require. The annual report shall be submitted by February 15 of each year beginning on February 15, 2019. The Regional Parks Director shall review the report and determine if sufficient funding as per the budget schedule has been set aside to meet the long term maintenance needs of the Premises. Failure of Licensee to maintain sufficient funds for long term maintenance may be cause for termination.

8. **Budget and Fees.** Licensee shall be responsible to raise any funds necessary to provide an amount adequate to cover day-to-day and long term maintenance and operation costs for the facility.

8.1. Proposed Budget. On or before February 15 of each year, Licensee shall submit a proposed budget and fee schedule for Licensee-sponsored tennis court activities which is adequate to raise necessary funds whether by fees, in-kinds services, or contributions.

8.2. Budget Review. The Director of Regional Parks shall review the Licensee's proposed budget and fee schedule to determine if it is adequate to raise the annual and long term cost identified in this section and does not exceed fees charged for use of similar County facilities. The fee schedule shall become effective upon the Director's approval.

No use of the Premises by Licensee shall be permitted if the budget and fee schedule have not been submitted to and approved in writing by the Director as provided herein.

8.3. Fees Athletic Organizations. Rates for other community athletic organizations scheduled by Licensee shall not exceed those fees currently in effect and charged by the Regional Parks Department.

8.4. Day Use Parking Fees. Parking fees are waived during Licensee's use of the Premises for organized use of tennis courts as specified in 5.4 Court Reservations, 5.5 Lessons and Clinics, and 5.6 Tournaments and Matches. Licensee shall not be permitted to charge parking fees or include such fees in its budget. Except for specific waiver of fees as identified in this section, the Regional Parks Department will charge appropriate day use parking fees at Maxwell Farms Regional Park.

8.5. Major Maintenance Fund. Licensee shall be required to maintain a major maintenance fund sufficient to offset the long term costs of repairing the tennis court surfaces. The records for this fund shall be included in the requirements of Section 8.2

9. Taxes. Licensee agrees to pay any and all lawful taxes, assessments, or charges, which may at any time be levied by any public entity upon any improvements made as a result of this Agreement.

10. Possessory Interest. Licensee expressly recognizes and understands that this License 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. An unsecured property tax may be levied on Licensee for use of the Premises as Lien Date Owner.

11. Compliance with Laws. Licensee represents 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.

12. 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.

13. Inspection; Notice to Cure. County shall be permitted to enter and inspect the Premises at any and all times. Licensee shall permit County, and any person authorized by County, to enter the Premises and for any purpose. If County identifies an issue with respect to Licensee's construction and maintenance at the Premises that does not comport with this Licensee, County shall provide written notice requiring Licensee to cure such issue within



seven (7) days. If County identifies an issue that may affect the safety of visitors or security of the Premises, County may immediately close down the Premises, or a portion thereof, until such safety or security issues have been resolved to the satisfaction of County. Without limiting the foregoing, County and Authorized Persons may enter on the Premises and, upon prior notice to Licensee, perform surveys, soils, geological and engineering studies and other investigations of and activities on the Premises and bring and keep equipment thereon for such purposes.

14. **Extent of Grant of License.** This Revocable License 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 is the responsibility of Licensee.

**NOTHING CONTAINED IN THIS REVOCABLE LICENSE AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.**

15. **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. Neither County nor anyone acting for or on behalf of County, has made any representation, warranty or promise to Licensee concerning the physical aspects or condition of any portion or part of the Premises, the feasibility, desirability or convertibility of the Premises into any particular use, the zoning, building or land use restrictions applicable to the Premises, projected income or expenses for any of the Premises, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Agreement has not relied on any representation, statement or warranty of County, or anyone acting for or on behalf of County, and that all matters concerning the Premises shall be independently verified by Licensee, and that Licensee shall use the Premises on Licensee's own examination thereof, AND THAT LICENSEE IS USING THE PREMISES IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Licensee does hereby waive and County does hereby disclaim all warranties of any type or kind of description but not limitation, to the extent allowed by law, those of fitness for particular purpose, tenantability, habitability and use. Licensee hereby expressly waives any and all claims for damages or for rescission or cancellation of this Agreement because of any representations made by County or by any agent of County. Licensee acknowledges that it has had sufficient time to conduct all inspections, reviews and studies of the Premises that Licensee may deem necessary. Licensee hereby expressly assumes the risk that adverse physical conditions and the full extent thereof, may not be revealed by Licensee's inspections, reviews and studies of the Premises.

Licensee hereby waives the benefits of Civil Code Section 1542 which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

Licensee's Initials:

16. **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 or contributory 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. This indemnity provision survives the Agreement.

17. **Insurance.** With respect to performance of work under this Agreement, Licensee shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in **Exhibit B**, which is attached hereto and incorporated herein by this reference.

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

18. **Liability for Loss or Damage to County Property.** Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of its officers, agents, and employees.

19. **Prevailing Wages.**

19.1 **General.** Licensee shall pay to persons performing construction work, including fence construction work, hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Licensee shall also cause a copy of this determination of the prevailing wage rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the Sonoma County Regional Parks Department and will be made available to any person upon request.

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



Code.

19.3 Compliance with Law. Licensee stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8 Section 16000, et seq.

20. **Living Wage Ordinance.** Licensee shall comply with any and all federal, state and local laws – including but not limited to the County of Sonoma Living Wage Ordinance – affecting services provided by this Agreement. Without limiting the generality of the foregoing, the Licensee expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of this Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

21. **Termination.**

21.1. By Either Party. Either party may terminate this Agreement for any reason whatsoever upon ten (10) days' prior written notice to the non-terminating party.

21.2. Termination By County For Cause. Notwithstanding any other provision of this Agreement, should Licensee fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Licensee written notice of such termination, stating the reason for termination.

21.3 The County Regional Parks Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County, for any of the above reasons.

21.4. Upon Termination, Licensee shall immediately remove all of its personal property from the Premises.

22. **License is Personal.** The license herein granted is personal to Licensee and no right hereunder may be assigned, sublet, or otherwise transferred in whole or in part without the prior written consent of County, and any attempt to assign, sublet or transfer shall be of no force or effect whatsoever unless and until County shall have given its written consent thereto. County may withhold its consent for any reason.

22.1 Licensee shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of the County;

23. **Provisions are Conditions of Entry and Use.** Each provision of this License shall be deemed a condition of the right of Licensee to enter and use the Premises. Notwithstanding anything stated to the contrary herein, if Licensee fails to perform any provision of this License at the time and in the manner herein provided, County may at its option immediately terminate this License; this right to terminate shall be cumulative to any other legal right or remedy available to County.

24. **Licensee to Act in Independent Capacity.** Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

25. **License Not a Lease.** This Agreement does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. If access routes are not specifically described in Section 2 of this Agreement, Licensee shall be entitled to use only the access route(s) designated by the County. Licensee shall have no right or privilege in any respect whatsoever to use any other part of the property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the license herein granted would render it irrevocable.

26. **Notice.** All notices and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. A copy shall also be emailed to County. Notices and payments shall be addressed as follows:

If to County: County of Sonoma, Regional Parks Department  
2300 County Center Drive, Suite 120A  
Santa Rosa, CA 95403  
Jim Piercy, Assistant Park Manager  
Jim.Piercy@sonoma-county.org  
(707) 565-3955

If to Licensee: Sonoma Valley Tennis Association  
Noel Barbulesco  
953 Fairway Drive  
Sonoma, CA 95476  
Tel. (707) 364-9211  
barbulesco@sbcglobal.net

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment 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, bills and payments 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.

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

28. **Surrender.** Upon the expiration or sooner termination of this License, Licensee, at its sole cost and expense, shall remove, revise, or relocate such structures and equipment as are 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 Regional Parks, Regional Parks may perform such work or have the work performed and Licensee shall immediately reimburse Regional Parks for all direct and indirect costs associated with such work upon receipt of the invoice therefore.

29. **General Provisions.**



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

29.2. Incorporation of Prior Agreements; Amendments. This License contains all the agreements of the parties with respect to any matter mentioned herein and is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the License, pursuant to Code of Civil Procedure Section 1856. No prior agreement, or understanding pertaining to any such matter shall be effective. This License may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

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

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

29.5. Construction of License; Severability. To the fullest extent allowed by law, the provisions of this License shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. The parties covenant and agree that in the event any provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Licensee and County acknowledge that they have each contributed to the making of this License and that, in the event of a dispute over the interpretation of this License, the language of the License will not be construed against one party in favor of the other. Licensee and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this License.

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

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

29.8. 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. All nondiscrimination rules or regulations required by law to be included in this License are incorporated herein by this reference.

29.9. 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 License and any extensions of the term.

29.10. Exhibits. The exhibits referenced in this License are incorporated herein by this reference. In the event of a conflict between the main body of this Agreement and an exhibit, the provisions of the main body of the Agreement shall prevail.

29.10. Consent. Wherever in this License the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

29.11. Signature Authority. The person signing this Agreement on behalf of Licensee affirms that (s)he is authorized to enter into this license for the Licensee.

**THE PARTIES HAVE CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AND HEREBY AGREE TO BE BOUND BY ALL SAID TERMS AND CONDITIONS.**



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

LICENSEE:

SONOMA VALLEY TENNIS ASSOCIATION:

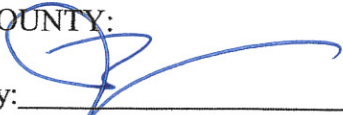
By: Noel Barbulesco

Name: NOEL BARBULESCO

Title: PRESIDENT

Date: OCT 28, 2018

COUNTY:

By: 

Bert Whitaker  
Director of Regional Parks

Date: 10/30/18

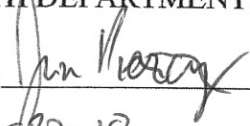
APPROVED AS TO FORM FOR COUNTY:

By: 

County Counsel

Date: 10/30/18

CERTIFICATES OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by: 

Date: 10/30/18

**Exhibit A**

● 19181 Sonoma Highway

**Tennis Courts**





**Exhibit B**

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**

- 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: Maxwell Farms tennis courts.
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, 2300 County Center Drive, Suite 120A, 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.