

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "Agreement") made and entered into this ____ day of _____, 2011, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 16th Floor, Fresno, California, 93721-2120, (hereinafter "LICENSOR") and NAME AND ADDRESS OF VENDOR (hereinafter "LICENSEE").

WHEREAS, LICENSOR owns a building known as the Fresno County Plaza located at 2220 Tulare Street, Fresno, CA, a portion of which is agreed to be the area known as the food service area, located on the lobby level of the building (hereinafter "Premises"). The Premises covered by this agreement are shown on Exhibit "A," which is attached hereto and incorporated herein by this reference; and,

WHEREAS, LICENSOR AND LICENSEE mutually desire to allow LICENSEE to use said Premises for the operation of a food service facility (hereinafter "Food Service"); and,

WHEREAS, LICENSOR finds that LICENSEE'S operation of a Food Service is in the public interest, and that the LICENSEE'S interest in the Premises will not substantially conflict or interfere with the use of the Premises by LICENSOR.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, such parties, and each of them, do agree as follows:

1. USE OF PREMISES - LICENSOR grants to LICENSEE a revocable license to use the Premises only for the purpose of operating a Food Service as follows:

a. LICENSEE shall use the Premises exclusively for food service primarily for employees of the County of Fresno. However, as an incidental use, the Food Service shall also be available to persons on official county business and other guests. The Food Service shall be open for business daily, Monday through Friday, excluding County holidays. Hours of operation shall be 6:30 am to 3:30 pm. However, the hours could be changed if mutually agreed upon between LICENSEE and the County Administrative Officer as the representative for LICENSOR.

LICENSEE is entitled to use the Premises effective ??????.

1 LICENSEE shall have option to use two unreserved parking stalls on levels five (5)
2 and six (6) of the Plaza Building parking garage. The fee for each stall shall be \$104.00 per
3 year, and LICENSOR may adjust the price for a parking stall annually. Payment for two (2)
4 stalls (\$208.00 per year) shall be made to: CAO-General Services, Security Division, 2220
5 Tulare Street, Plaza Level, Fresno, CA 93721, in advance on the first of each month effective
6 ??????.

7 It is understood that this Agreement is personal to LICENSEE, and that said
8 Agreement is not coupled with an interest, inasmuch as LICENSEE'S interest is revocable, as
9 provided herein. The LICENSEE shall not have any rights, privileges, title or interest in the
10 facilities or equipment belonging to LICENSOR, except as expressly set forth in this
11 Agreement.

12 The relationship herein created is expressly declared not to be that of employer
13 and employee, nor partnership, nor joint venture, nor association, nor landlord and tenant, nor
14 any relationship other than that of LICENSOR is furnishing to LICENSEE space on the
15 Premises so as to permit LICENSEE to operate a Food Service.

16 2. TERM AND TERMINATION – This Agreement shall be for three (3) years
17 beginning ??????.

18 LICENSEE understands that should LICENSOR need the Premises for purposes
19 other than a Food Service, LICENSOR may terminate this Agreement by providing thirty (30)
20 prior written notice to LICENSEE.

21 LICENSEE understands that by entering into this Agreement with LICENSOR,
22 LICENSOR makes no warranty or promise that LICENSEE shall be entitled to the continued
23 use and possession of the Premises by said Agreement or by any other agreement for any
24 period beyond the term of this Agreement. LICENSEE further understands that by entering
25 into this Agreement with LICENSOR, LICENSOR makes no warranty or promise that
26 LICENSEE shall be entitled to any preference or entitlement should LICENSOR at any time,
27 including during the term of this Agreement, solicit proposals and/or request competitive bids
28 for the use and operation of a food service on the Premises.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. LICENSE AND SECURITY FEES

a. Food Service License Fee - LICENSEE shall pay to LICENSOR a license fee (hereinafter "License Fee") TO BE NEGOTIATED. The License Fee, commencing the effective date of this Agreement shall be determined at the end of each calendar month, commencing July 30, 2011, and the License Fee by the tenth (10th) business of the following month. License Fee shall be paid to the County of Fresno, CAO-General Services, Business Office (FL-???) 2220 Tulare Street, 16th Floor, Fresno, CA 93721-2120. Prior to said payment, LICENSEE shall submit to GSA - Lease Services a listing of its daily gross cash register receipts for business conducted out of the Food Service. Said gross receipts shall include, listing separately, cash amounts paid out of the drawer each day. LICENSEE shall also submit a copy of the paid invoice for each event catered on the Premises. After review of the above items, GSA - Lease Services shall notify LICENSEE of the amount owed which shall be paid as specified above. At the option of the LICENSOR, the failure of LICENSEE to make timely License Fee payments shall constitute a default under this Agreement.

4. CONDITION OF PREMISES AND REPAIRS -

By taking possession of the Premises, LICENSEE shall be deemed to have accepted the Premises in "as is" condition. LICENSEE shall, at LICENSEE'S sole cost and expense, keep the Premises and equipment, operational at commencement of this Agreement, in good condition and repair, damage thereto from causes beyond the reasonable control of LICENSEE and ordinary wear and tear excepted. LICENSOR shall disconnect and make safe any equipment not operational at the commencement of this Agreement. LICENSEE shall upon the expiration, or sooner termination, of this Agreement hereof surrender the Premises to the LICENSOR in good condition, less ordinary wear and tear and damage from causes beyond the reasonable control of LICENSEE. LICENSOR shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof and the parties hereto affirm that LICENSOR has made no representations to LICENSEE respecting the condition of the Premises or the building except as specifically herein set forth. On going maintenance of the walls and floors shall be the responsibility of LICENSEE, including, but not limited to daily

1 sweeping, mopping, cleaning of tables and chairs. Nothing shall be taped to the walls. A
2 bulletin board may be attached to a wall for display of notices and advertisements.

3 Notwithstanding the provisions hereinabove, LICENSOR shall repair and maintain
4 the structural portions of the building, including the basic plumbing, air conditioning, heating,
5 and electrical systems, installed or furnished by LICENSOR, unless such maintenance and
6 repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the
7 LICENSEE, his agents, servants, employees or invitees, in which case LICENSEE shall pay to
8 LICENSOR the reasonable cost of such maintenance and repairs. LICENSOR shall not be
9 liable for any failure to make any such repairs or to perform any maintenance unless such
10 failure shall persist for an unreasonable time after written notice of the need of such repairs or
11 maintenance is given to LICENSOR by LICENSEE. There shall be no abatement of License
12 Fee and no liability of LICENSOR by reason of any injury to or interference with LICENSEE'S
13 business arising from the making of any repairs, alterations or improvements in or to any
14 portion of the building or the Premises or in or to fixtures, appurtenances and equipment
15 therein. LICENSEE waives the right to make repairs at LICENSOR'S expense under any law,
16 statute or ordinance now or hereafter in effect.

17 5. MAINTENANCE OF PREMISES - LICENSEE shall assume the responsibility of
18 keeping the entire Premises, and all equipment and furniture therein, in a safe, clean, and
19 sanitary condition. LICENSOR shall have the right at any time to inspect all equipment and
20 space occupied by LICENSEE with respect to safety and sanitary condition. LICENSEE
21 agrees not to commit, suffer or permit any waste on the Premises, and not to use or permit the
22 use of the Premises for any illegal or immoral purposes. LICENSEE shall provide for the
23 disposal of non-combustible refuse and/or garbage refuse resulting from the Food Service
24 operation.

25 **Smoking is not allowed in any area of the Fresno County Plaza Building.**

26 LICENSEE shall provide and pay for pest control services on the Premises.
27 LICENSOR shall provide and pay for pest control services on the remainder of the property.

28 **LICENSEE shall pay for maintenance of the Ansul Automatic Fire Protection**

1 System for the kitchen equipment in the Premises. LICENSEE shall have exhaust hoods
2 cleaned annually. LICENSOR shall have all hand held fire extinguishers within the Premises
3 inspected and maintained on a regular basis as required by law.

4 If LICENSEE desires a water softening service for the benefit of its business,
5 LICENSEE shall contract for said service and be responsible for any and all costs.

6 6. SERVICES AND UTILITIES - Provided that LICENSEE is not in default hereunder,
7 LICENSOR agrees to furnish to the Premises during business days and hours as herein
8 described, to be determined by LICENSOR at its sole discretion, and subject to the rules and
9 regulations of the County of Fresno, electricity for normal lighting, equipment usage, and heat
10 and air conditioning required in LICENSOR'S judgment for the comfortable use and occupation
11 of the Premises. LICENSEE shall notify LICENSOR of times other than normal working hours
12 when the air-conditioning and/or heating will be needed for functions under LICENSEE'S
13 jurisdiction. Said notification shall be given at least five (5) working days prior to the event.
14 LICENSOR shall also maintain and keep lighted the common stairs, common entries and toilet
15 rooms in the building of which the Premises are a part. LICENSOR shall not be liable for, and
16 LICENSEE shall not be entitled to, any reduction of License Fee by reason of LICENSOR'S
17 failure to furnish any of the foregoing when the failure is caused by accident, breakage, repairs,
18 strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other
19 cause, similar or dissimilar, beyond the reasonable control of LICENSOR. LICENSOR shall
20 not be liable in any circumstances for a loss or injury to property, however occurring, through or
21 in connection with or incidental to the failure to furnish any of the foregoing. Wherever heat
22 generating equipment is used at the Premises which affect the temperature otherwise
23 maintained by the air conditioning system, LICENSOR reserves the right to install
24 supplementary air conditioning units on the Premises and the cost thereof, including the cost of
25 installation, and the cost of operation and maintenance thereof shall be paid by LICENSEE to
26 LICENSOR upon demand by LICENSOR.

27 If LICENSEE shall require water or electric current in excess of that usually
28 furnished or supplied for the use of the Premises, LICENSEE shall first procure the written

1 consent of LICENSOR, which LICENSOR may refuse, to the use thereof and LICENSOR may
2 cause a water meter or electrical meter to be installed on the Premises, so as to measure the
3 amount of water and electric current consumed for any such use. The cost of any such meters
4 and of installation, maintenance and repair thereof shall be paid for by the LICENSEE and
5 LICENSEE agrees to pay to LICENSOR promptly upon demand thereof by LICENSOR for all
6 such water and electric current consumed as shown by said meters, at the rates charged for
7 such services by the local public utility furnishing the same, plus any additional expense
8 incurred in keeping account of the water and electric current so consumed. If a separate meter
9 is not installed, such excess costs for such water and electric current will be established by an
10 estimate made by a utility company or electrical engineer. Telephones shall be provided and
11 paid for by LICENSEE.

12 7. FURNITURE, FIXTURES, EQUIPMENT AND SUPPLIES - LICENSEE agrees to
13 furnish all equipment and supplies required for use for the Food Service during the term of this
14 Agreement at LICENSEE'S expense and to maintain a sufficient amount of supplies on hand at
15 all times to render an efficient and complete Food Service. Equipment furnished by
16 LICENSEE, and not made a fixture to the Premises, shall remain the property of LICENSEE
17 and may be removed from the Premises, provided that LICENSEE reimburses LICENSOR for
18 any damage caused by LICENSEE, its officers, agents, or employees in the removal of such
19 equipment. Said equipment shall be removed by LICENSEE within thirty (30) days of
20 termination of this Agreement or the equipment will become the property of LICENSOR.

21 8. RULES AND REGULATIONS - LICENSEE and its agents and employees shall at
22 all times comply with and abide by all rules and regulations heretofore adopted or that may
23 hereinafter be adopted by the Board of Supervisors. LICENSOR reserves the right to, from
24 time to time, make reasonable modifications to the rules. The additions and modifications to
25 those rules shall be binding upon LICENSEE upon delivery of a copy of them to LICENSEE.
26 LICENSOR shall not be responsible to LICENSEE for the nonperformance of any of the rules
27 by any other tenants or occupants. LICENSEE agrees to prepare foods per standard in
28 industry and any methods of food preparation shall be subject to review by LICENSOR'S

1 agents for obnoxious odors or burdening of the building's air conditioning system.

2 9. LICENSES AND PERMITS - LICENSEE shall obtain and maintain, at its own
3 expense, all necessary licenses and permits during the term of this Agreement for the
4 operation of the Food Service, and further agrees to comply with all Federal, State,
5 County and City laws, as shown in Exhibit "B", which is attached hereto and incorporated
6 herein by this reference, ordinances, rules and regulations, and provisions of the County
7 Charter which are governing and applicable to such operation.

8 10. SUCCESSORS AND ASSIGNS - LICENSEE shall not, without the written consent
9
10 of LICENSOR, sublet the Premises or any part thereof, nor assign, alienate, encumber,
11 transfer, hypothecate or mortgage this Agreement, the Premises, or any of the furniture,
12 fixtures and/or equipment belonging to LICENSOR. Any attempted sublease, assignment,
13 alienation, encumbrance, transfer, hypothecation or mortgage of this Agreement or the
14 Premises covered thereby, furniture, fixtures and/or equipment, without the written consent of
15 LICENSOR as required herein, shall render this Agreement null and void.

16 11. HOLD HARMLESS - LICENSEE shall indemnify, hold harmless and, if requested,
17 defend LICENSOR against and from any and all claims arising from LICENSEE'S use of the
18 Premises for the conduct of its business or from any activity, work or other thing done,
19 permitted or suffered by the LICENSEE in or about the building, and from and against any and
20 all claims and losses whatsoever occurring or resulting to persons, firms, or corporations
21 furnishing or supplying work, services, materials or supplies to LICENSEE, and shall further
22 indemnify and hold harmless LICENSOR against and from any and all claims arising from any
23 breach or default in the performance of any obligation on LICENSEE'S part to be performed
24 under the terms of this Agreement, and from all and against all costs, attorney's fees, expenses
25 and liabilities incurred in or about any such claim or any action or proceeding brought thereon,
26 and, in any case, should an action or proceeding be brought against LICENSOR by reason of
27 any such claim, LICENSEE upon notice from LICENSOR shall defend the same at
28 LICENSEE'S expense by counsel reasonably satisfactory to LICENSOR. LICENSEE, as a

1 LICENSEE, as a material part of the consideration to LICENSOR, hereby assumes all risk of
2 damage to property or injury to persons in, upon or about the Premises, and LICENSEE hereby
3 waives all claims in respect thereof against LICENSOR.

4 LICENSOR or its agents shall not be liable for any damage to property entrusted
5 to employees of LICENSEE, nor for any loss or damage to any property by theft or otherwise,
6 nor for any injury to or damage to persons or property resulting from fire, explosion, falling
7 plaster, steam, gas, electricity, water or rain which may leak from any part of the building or
8 from the pipes, appliances or plumbing work therein or from the roof, street or subsurface or
9 from any other place resulting from dampness or any other cause whatsoever. LICENSOR or
10 its agents shall not be liable for interference with the light or other incorporeal hereditaments,
11 loss of business by LICENSEE, nor shall LICENSOR be liable for any latent defect in the
12 Premises or in the building. LICENSEE shall give prompt notice to LICENSOR in case of fire
13 or accidents on the Premises or in the building or of defects therein or in the fixtures or
14 equipment.

15 13. INSURANCE

16 A. LICENSEE - Without limiting the LICENSOR's right to obtain indemnification
17 from LICENSEE or any third parties, LICENSEE, at its sole expense, shall maintain in full force
18 and effect, the following insurance policies throughout the term of the Agreement:

19 (1) Commercial General Liability - Commercial General Liability Insurance with
20 limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of
21 Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.

22 LICENSOR may require specific coverages including completed operations, products liability,
23 contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability
24 insurance deemed necessary because of the nature of this contract.

25 (2) Product Liability - LICENSEE shall maintain specific insurance coverage for
26 product liability limits not less than One Million Dollars (\$1,000,000) per occurrence and an annual
27 aggregate of two Million Dollars (\$2,000,000). This requirement may be met by either a specific
28 policy for Product Liability or a specific endorsement to the Commercial General liability policy.

1 (2) All-Risk Property Insurance - A policy shall be in place to cover any
2 damage to LICENSOR'S property in the custody of the LICENSEE and LICENSOR shall be
3 named as an additional loss payee.

4 (3) Automobile Liability – Comprehensive Automobile Liability Insurance with
5 limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per
6 person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages
7 of not less then Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single
8 limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and
9 non-owned vehicles used in connection with this LICENSE.

10 (4) Worker's Compensation - A policy of Worker's Compensation insurance as
11 may be required by the California Labor Code.

12 LICENSEE shall obtain endorsements to the Commercial General Liability insurance
13 naming the LICENSOR, its officers, agents, and employees, individually and collectively, as
14 additional insured, but only insofar as the operations under this LICENSE are concerned.
15 Such coverage for additional insured shall apply as primary insurance and any other insurance,
16 or self-insurance, maintained by LICENSOR, its officers, agents and employees shall be
17 excess only and not contributing with insurance provided under LICENSEE 'S policies herein.
18 This insurance shall not be cancelled or changed without a minimum of thirty (30) days
19 advance written notice given to LICENSOR.

20 Within Thirty (30) days from the date LICENSEE executes this LICENSE, LICENSEE shall
21 provide certificates of insurance and endorsement as stated above for all of the foregoing
22 policies, as required herein, to the LICENSOR: County of Fresno, ATTN: Lease Services (FL-
23 ???), 2220 Tulare Street, Suite 1600, Fresno, CA 93721-2120, stating that such insurance
24 coverages have been obtained and are in full force; that the LICENSOR, its officers, agents
25 and employees will not be responsible for any premiums on the policies; that such Commercial
26 General Liability insurance names the LICENSOR, its officers, agents and employees,
27 individually and collectively, as additional insured, but only insofar as the operations under this
28 LICENSE are concerned; that such coverage for additional insured shall apply as primary

1 insurance and any other insurance, or self-insurance, maintained by LICENSOR, its officers,
2 agents and employees, shall be excess only and not contributing with insurance provided
3 under LICENSEE 's policies herein; and that this insurance shall not be cancelled or changed
4 without a minimum of thirty (30) days advance, written notice given to LICENSOR.

5 In the event LICENSEE fails to keep in effect at all times insurance coverage as herein
6 provided, the LICENSOR may, in addition to other remedies it may have, purchase appropriate
7 coverage and bill LICENSEE, suspend or terminate this LICENSE upon the occurrence of such
8 event.

9 All policies shall be with admitted insurers licensed to do business in the State of California.
10 Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc.
11 rating of A FSC VII or better.

12 B. LICENSOR shall maintain during the term of this LICENSEE the following
13 policies of insurance, which coverages may be provided in whole or in part through one or
14 more programs of self-insurance:

15 (1) Commercial General liability insurance with limits of not less than One
16 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of not less than Two
17 Million Dollars (\$2,000,000). This policy shall be issued on an occurrence basis.

18 (2) All-Risk property insurance.

19 14. ENFORCEMENT OF THE AGREEMENT - If default shall be made in any of the
20 covenants or agreements on the part of the LICENSEE contained in this Agreement,
21 LICENSOR may, at its option, at any time after such default or breach and without any demand
22 on or notice to LICENSEE or to any other person, of any kind whatsoever, re-enter and take
23 possession of the Premises and remove all property and persons therefrom, and LICENSEE
24 waives any legal remedy to defeat LICENSOR'S rights and possessions hereunder. However,
25 nothing contained herein shall prevent LICENSOR from seeking any other legal or equitable
26 remedies in a court of law which arise from such breach or default.

27 15. INDEPENDENT CONTRACTOR - In performance of the work, duties and
28 obligations assumed by LICENSEE under this Agreement, it is mutually understood and

1 agreed that LICENSEE, including any and all of the LICENSEE'S officers, agents, and
2 employees will at all times be acting and performing as an independent contractor, and shall
3 act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
4 partner, or associate of the LICENSOR. Furthermore, LICENSOR shall have no right to control
5 or supervise or direct the manner or method by which LICENSEE shall perform its work and
6 function. However, LICENSOR shall retain the right to administer this Agreement so as to
7 verify that LICENSEE is performing its obligations in accordance with the terms and conditions
8 of the Agreement.

9 LICENSOR and LICENSEE shall comply with all applicable provisions of law and the
10 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
11 subject thereof.

12 Because of its status as an independent contractor, LICENSEE shall have absolutely
13 no right to employment rights and benefits available to LICENSOR'S employees. LICENSEE
14 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-
15 required employee benefits. In addition, LICENSEE shall be solely responsible and save
16 LICENSOR harmless from all matters, except LICENSOR AND LICENSOR'S employees gross
17 negligence and/or willful misconduct, relating to payment of LICENSEE'S employees, including
18 compliance with Social Security withholding and all other regulations governing such matters.
19 It is acknowledged that during the term of this Agreement, LICENSEE may be providing
20 services to others unrelated to the LICENSOR or to this Agreement.

21 16. POSSESSORY INTEREST TAX - LICENSEE agrees to pay any possessory
22 interest tax which may be levied upon the Premises. In this respect, LICENSEE understands
23 that an interest in property owned by a tax exempt public agency may be subject to property
24 taxation and that LICENSEE (the person in whom the possessory interest is vested) is subject
25 to the payment of property taxes levied on such interest. LICENSEE shall also be responsible
26 for filing a Business Property Statement upon receipt from the LICENSOR Assessor's Office
27 and paying any tax levied as a result of that filing.

28 16. RELOCATION ASSISTANCE WAIVER - LICENSEE waives all right to which

1 LICENSEE may be entitled, including eligibility for relocation assistance, under California
2 Government Code Section 7260, et. seq. with regard to the License.

3 17. COMPLIANCE WITH LAW - LICENSEE shall not use the Premises or permit
4 anything to be done in or about the Premises which will in any way conflict with any law,
5 statute, ordinance or governmental rule or regulation now in force or which may hereafter be
6 enacted or promulgated. LICENSEE shall, at its sole cost and expense, promptly comply with
7 all laws, statutes, ordinances and governmental rules, regulations or requirements now in force
8 or which may hereafter be in force, and with the requirements of any board of fire insurance
9 underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the
10 condition, use or occupancy of the Premises, excluding structural changes not related to or
11 affected by LICENSEE'S improvements or acts. The judgment of any court of competent
12 jurisdiction or the admission of LICENSEE in any action, whether LICENSOR is a party thereto
13 or not, that LICENSEE has violated any law, statute, ordinance or governmental rule,
14 regulation or requirement, shall be conclusive of that fact as between the LICENSOR and
15 LICENSEE.

16 18. GOVERNING LAW - Venue for any legal action arising out of this License shall
17 only be in Fresno LICENSOR, California. The rights and obligations of the parties and all
18 interpretation and performance of this Agreement shall be governed in all respects by the laws
19 of the State of California.

20 19. NOTICES – All notices to be given under this Agreement by either party to the
21 other Party shall be in writing, and given by any one of the following methods:

- 22 (i) Personal delivery;
- 23 (ii) Sent by certified United States mail, first class postage prepaid,
24 with return receipt requested, to the applicable addresses as set forth below, in which case
25 such notice shall be deemed given three (3) business days if LICENSOR is the recipient, or
26 three (3) business days if LICENSEE is the recipient, after such deposit and postmark with the
27 United States Postal Service; or
- 28 (iii) Sent by a reputable overnight commercial courier, in which case

1 such notice shall be deemed given one (1) business day if LICENSOR is the recipient, or one
2 (1) business day if LICENSEE is the recipient, after such deposit with that courier to the
3 applicable addresses as set forth below:

4 The addresses of the Parties for purposes of giving or receiving notices under this
5 Agreement are as follows:

6 LICENSOR:
7 LICENSOR of Fresno
8 Arpi K. Apkarian (FL-?????)
9 Deputy Director of General Services
10 2220 Tulare Street, 16th Floor
11 Fresno, CA 93721-2120

LICENSEE:

12 Provided however, such notices may be given to such person or at such other place as
13 either of the parties may from time to time designate by giving written notice to the other party,
14 and provided further however, in any event notices of changes of address, or termination of this
15 Agreement shall not be effective until actual delivery of such notice. Notices given hereunder
16 shall not be amendments or modifications to this Agreement.

17 20. ENTIRETY - SUCCESSION - This Agreement merges and supersedes all
18 prior negotiations, representations, and agreements between the parties, and constitutes the
19 entire agreement concerning LICENSOR'S permission of LICENSEE'S use of the Premises
20 and consideration therefor.

21 21. MODIFICATION - Any matters of this Agreement may be modified from
22 time-to-time by the written consent of all the parties without, in any way, affecting the
23 remainder.

24 22. ENTIRE AGREEMENT: This Agreement constitutes the entire
25 agreement between the LICENSOR and LICENSEE with respect to the subject matter hereof and
26 supersedes all previous Agreement negotiations, proposals, commitments, writings,
27 advertisements, publications, and understanding of any nature whatsoever unless expressly
28 included in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

1 executed as of the day and year first above written.

2 LICENSOR:
3 LICENSOR OF FRESNO

LICENSEE:
NAME OF VENDOR

4 By _____
5 Phil Larson, Chairman
6 Board of Supervisors

By _____
Name and Title

7 ATTEST: Bernice E. Seidel, CLERK
8 BOARD OF SUPERVISORS

9 By _____
10 Deputy

11 APPROVED AS TO LEGAL FORM:
12 KEVIN B. BRIGGS, LICENSOR COUNSEL

13 By _____
14 Deputy

15 APPROVED AS TO ACCOUNTING FORM:
16 VICKI CROW, C.P.A
17 AUDITOR-CONTROLLER/TREASURER-
18 TAX COLLECTION

19 By _____

20 RECOMMENDED FOR APPROVAL:

21 By _____
22 Arpi K. Apkarian, Deputy Director of
23 General Services

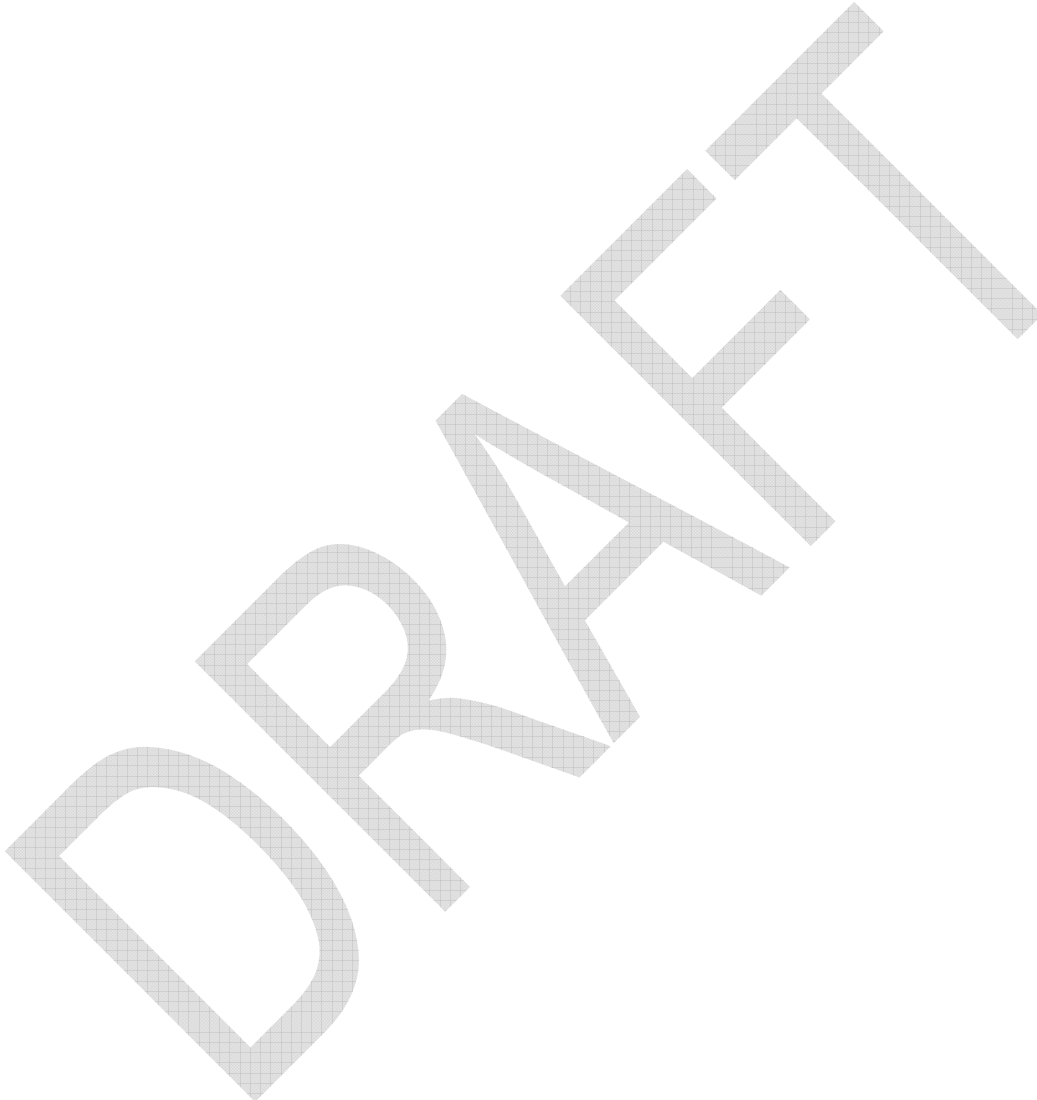
24 Fund
25 Subclass
26 Org
27 Account

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit "A"
FL-?????

Floor Plan – This would be determined at time this agreement is finalized.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit "B"
FL-?????

County Department of Public Health Food Service Regulations.

DRAFT