LEASE AGREEMENT BETWEEN THE COUNTY OF LAKE

AND

KELSEYVILLE SENIORS INC.

| This lease is made and entered into this day of, 2023, by and between the COUNTY OF LAKE, a political subdivision of the State of California, hereinafter referred to as "LESSOR" and the Kelseyville Seniors Inc., hereinafter referred to as "LESSEE", who agree as follows: WITNESSETH |
|--|
| WHEREAS, LESSOR is authorized, pursuant to Government Code Section 26227, to lease its real property not necessary for County use to a non-profit corporation to be used in programs to meet the health and social needs of the senior citizens of Lake County; and |
| WHEREAS, LESSEE has requested that LESSOR lease the hereinafter described real property to it to engage in such programs. |
| NOW, THEREFORE, LESSOR and LESSEE agree as follows: |
| DEFINITIONS: a. Leased Premises means that space at 5245 3 rd St. Kelseyville, CA. that is identified in the attached site plan (Exhibit A) which is intended to be used as the Senior Center & Event Center. |
| 2. LESSOR hereby leases to LESSEE, and LESSEE hires from LESSOR on the terms and conditions hereinafter set forth, Leased Premises as defined hereinabove. |
| 3 TERM. The term of this Lease shall be for a ten-year period commencing on, 2023, and ending on, 2033, unless terminated earlier as hereinafter provided. The parties agree to reasonably meet and confer to enter into a new lease at least 60 days prior to the termination date of, 2033. LESSOR shall initiate the meet and confer at least 60 days prior to said termination date. |
| 4. <u>CONSIDERATION</u> . LESSEE shall pay to LESSOR, as consideration for its use of the Leased Premises under the terms and conditions set forth herein, an annual rental of One Dollar (\$1.00) in advance on the first day of each calendar year during the term hereof. |
| 5. <u>USE OF LEASED PREMISES</u> . Except as hereinafter set forth in this Section, LESSEE shall have the exclusive use of the Leased Premises subject to the condition that LESSEE shall only use said Leased Premises for charitable or non-profit uses related to and in connection with operation of the LESSEE'S programs and activities that meet the health and social needs of the senior citizens of Lake County. LESSOR understands and agrees that it is within the sole discretion of the LESSEE to determine how to best utilize the leased premises in order to most effectively and comprehensively meet the health and social needs of senior citizens and that LESSEE's programs and activities advancing those needs are and should be LESSEE's first and only priority. LESSEE understands and agrees that LESSOR intends to facilitate the |

No use shall be made or permitted to be made of the Leased Premises, nor acts done, which will increase the existing rate of fire insurance upon the Leased Premises or any part thereof, nor shall LESSEE permit to be kept or used in or about the Leased Premises any article which may be prohibited by the standard form of fire insurance policies. LESSEE shall not commit or suffer to be committed, any waste upon the Leased Premises, or the maintenance of any nuisance thereon.

above-described programs and activities of LESSEE as evidenced by through the lease of the subject premises pursuant to the terms and conditions contained herein, which premises are

available as a result of public funding.

In light of that mutual understanding of the parties, LESSEE agrees that on those occasions when the Leased Premises are not in use by the LESSEE and those rooms referred

to as Community Rooms are not available for use, LESSEE shall, pursuant to the terms and conditions devised by LESSEE in its Kelseyville Event Center Agreement that are attached hereto as Exhibit B, make an area within the Leased Premises available for use by eligible groups and individuals who agree to comply with the Kelseyville Event Center Agreement. Any amendment to said Exhibit B shall be subject to prior approval by LESSOR.

- 6. <u>ALTERATION TO LEASED PREMISES</u>. LESSEE shall not make, or suffer to be made, any alteration of the Leased Premises or any part thereof, without the written consent of said LESSOR first obtained; provided further, that upon the termination of this agreement, any fixtures and partitions which LESSEE installed, shall become the property of said LESSEE and shall be removed by said LESSEE within thirty (30) days of the expiration or termination of this Lease Agreement provided that in so doing, said Leased Premises shall be restored to its original condition. LESSEE shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by LESSEE.
- 7. MAINTENANCE AND REPAIRS TO LEASED PREMISES. LESSEE shall, at its own expense and cost, keep and maintain the Leased Premises and every part thereof in a clean, safe and sanitary condition. LESSEE shall, at its own expense and cost, maintain that area of the Leased Premises, in good condition and repair throughout the term of this Lease Agreement and any extensions thereof. Said maintenance shall include, but not be limited to, the windows, interior and exterior walls, plumbing, electrical, heating and cooling systems and appliances. LESSOR shall, at its own expense and cost, be responsible for maintaining the facility's Common Area, grounds, parking lot, roof and the building's structural integrity.

Within thirty (30) days of the expiration or termination of this Lease Agreement, the LESSEE shall be allowed to remove all appliances which LESSEE has purchased and which are not permanently attached to the Leased Premises.

- 8. <u>UTILITIES</u>. During the term hereof, LESSEE shall pay for all utilities that serve the Leased Premises.
- 9. <u>INSURANCE</u>. LESSEE agrees to maintain, at LESSEE's own expense at all times during the course of this Lease Agreement, comprehensive general liability insurance coverage for bodily injury, personal injury and broad form property damage in an amount not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence and naming the County, its officers, officials, employees, agents and volunteers as additional insureds.

LESSOR agrees to provide fire insurance coverage on the building located at 5245 3RD St. Kelseyville, CA. LESSEE agrees to assume the responsibility to pay the \$1,000 deductible at such time as an incident requires the initiation of a fire insurance claim.

LESSEE shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable fixtures, located in the Leased Premises.

If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of LESSEE or any of LESSEE's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and LESSEE shall be responsible for the costs of repair not covered by insurance.

10. <u>DEFAULT</u>. If LESSEE has defaulted in respect to any of its obligations under this Lease Agreement, LESSOR shall notify LESSEE in writing, setting out in what respects LESSOR deems LESSEE to be in such default. If within 45 days after receipt of such notice, LESSEE has corrected the default alleged by the LESSOR, LESSEE shall not be deemed in default. Neither the service of said notice nor the doing of acts by LESSEE aimed to correct all or any of the alleged defaults shall be deemed an admission or presumption that LESSEE has failed in any respect to perform its obligation hereunder. If LESSEE fails to correct said default within the allowable time, LESSOR shall have the option to declare the Lease Agreement forfeited, and the same shall thereupon entirely cease; and it shall be lawful for LESSOR to re-enter and take possession of said Premises and remove all persons and property therefrom; and LESSOR

may, after taking possession as aforesaid, at LESSOR's option and without notice to LESSEE, re-let the Premises. It is understood and agreed that each and all of the remedies given LESSOR hereunder are cumulative and that the exercise of one right or remedy by LESSOR shall not impair its right to any other remedy.

11. <u>HOLD HARMLESS</u>. LESSEE agrees to and shall defend, hold harmless and indemnify LESSOR and its officers, employees, and agents against all claims, losses, damages and liability for damages, including attorneys fees and other costs, whether for damage or loss of property, or injury to or death of person, including property of County, which is allegedly caused by (1) any cause whatsoever while such person or property is in or on said Leased Premises or in any way connected with said Leased Premises; (2) some condition of said Leased Premises or building or improvement on said Leased Premises; (3) some act or omission on said Leased Premises or LESSEE or any person in, on or about said Leased Premises with the permission and consent of LESSEE; or (4) any matter connected with LESSEE's occupation and use of the Leased Premises.

LESSEE shall not, however, be responsible for or liable for the acts of activities of other persons or entities which utilize the Leased Premises by consent of LESSOR.

- 12. <u>WAIVER</u>. No waiver by LESSOR at any time of any of the terms, conditions, covenants or agreements of this Lease Agreement shall be deemed or taken as a waiver at any time thereafter of any of the same, nor of the strict and prompt performance thereof by LESSEE.
- 13. TERMINATION. This Lease Agreement may be terminated as follows;
 - a. By mutual consent of the parties; or
 - b. By either party upon material breach of the provisions of this agreement by the other party.
- 14. <u>NOTICES</u>. All notices that are required to be given pursuant to the terms of this Lease Agreement shall be deemed given when deposited in the United States mail, postage prepaid, and address as follows:

LESSOR: LESSEE:

COUNTY OF LAKE KELSEYVILLE SENIORS INC.

County Administrative Officer Board Chair 255 N. Forbes St. P.O. Box 1058

Lakeport, CA 95453 Kelseyville, CA 95451

- 15. <u>SURRENDER OF LEASED PREMISES</u>. LESSEE agrees, at the expiration of the term of this Lease Agreement, or any extension thereto, or upon the earlier termination thereof, to quit and surrender the Leased Premises to LESSOR in as good a state and condition as said Premises are in when possession thereof is given to LESSEE, reasonable wear and tear damage by the elements, or an act of God excepted.
- 16. <u>TAXES</u>. Pursuant to Revenue and Taxation Code 107.6, notice is hereby given that this Lease Agreement may be a contract with a private party whereby a possessory interest subject to property taxation is created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest. LESSEE shall pay any property taxes levied on any possessory interests on the Leased Premises.
- 17. <u>INSPECTION OF LEASED PREMISES</u>. LESSOR, or its duly authorized representatives or agents, may enter upon Leased Premises for the purpose of determining whether LESSEE is complying with the terms and conditions of this Lease Agreement or to make such repairs, alterations, or improvements that are necessary or is required by law.

LESSEE represents that it has inspected the Leased Premises and has determined that said Premises are suitable for the use and purpose herein above specified and LESSEE accepts said Premises for said purposes in it its "as is" condition.

- 18. <u>ASSIGNMENT</u>. LESSEE shall not assign any interest in this Lease Agreement and shall not transfer any interest in the same without the prior written consent of LESSOR. Any attempt at assignment of rights under this Lease Agreement except those specifically consented to by both parties or as stated above shall be void. LESSOR shall not unreasonably withhold consent of any proposed assignment or transfer of interest if transferee is a senior services specific non-profit organization.
- 19. <u>SEVERABILITY</u>. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.
- 20. <u>ATTORYNEY'S FEES AND COSTS</u>. If any action at law or in equity is necessary to enforce or interpret the terms of this Lease Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- 21. <u>AMENDMENTS</u>. Any amendments or additions to this Lease Agreement by and between LESSOR and LESSEE shall have no effect on this Lease Agreement unless in writing and signed by all parties to this Lease Agreement and that the amendments or additions refer to this Lease Agreement.
- 22. <u>ADDITIONAL PROVISIONS</u>. This Lease Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Lease Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject of this lease.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement between the County of Lake and Kelseyville Seniors Inc. on the day and year first written at Lakeport, California.

KELSEYVILLE SENIORS, INC.

| Chairman, Board of Supervisors | Board Chair |
|---|--|
| ATTEST: Susan Parker Clerk of the Board of Supervisors | APPROVED AS TO FORM: LLOYD GUINTIVANO County Counsel |
| Bv: | By· Lloyd Guintivano (Nov 13, 2023 16:53 PST) |

COUNTY OF LAKE

FACILITY USE POLICY

GENERAL RESTRICTIONS

- Application for use must be received at least 30 days prior to prospective use.
- Attendance exceeding the following Fire Code occupancy maximums.
- Any use of the premises cannot interfere in any way with the regular business of the Senior Center.
- Activities that extend beyond the space designated.
- Animals with the exception of registered service animals.
- Use of additional heating or cooling sources or any electric appliances or equipment with the exception of slide and film projectors, audio-visual equipment and coffee makers.
- Storage of private property on Senior Center premises.
- Activities that involve the possession, consumption, or sale of any restricted or controlled substance are strictly prohibited as are activities related to or intended for the commission or any act prohibited by law.
- Rental by anyone under 18 years of age.

AVAILABILITY

- Use may not exceed an eight-hour period including set-up and clean-up time and all uses must conclude by 12:00 p.m.
- Use may not be reserved more than 12 months in advance of proposed usage date.

NOTICE OF INDIVIDUAL/GROUP LIABILITY

- The individual responsible for reserving the facility shall be responsible for any loss or damage
 to the premises that arises during the use and occupancy by that group or is caused in any
 way by such use and occupancy. In addition to other legal remedies, part or all of the deposit
 may be withheld for such occurrences.
- The group using the premises is responsible for ensuring that the premises are returned to the order and condition in which the group found it.
- The individual who completed the rental application shall be responsible for ensuring that the group leaves the premises in an orderly and secure condition.

OTHER NOTICES

- The Senior Center shall not be held responsible for any loss or damage to any property of the group or of any individual within that group that may be using premises.
- All trash produced by the group or individual(s) must be removed from the premises at the conclusion of the use and tables, chairs, etc. must be put away.
- Renters must adhere to all safety regulations that may be prescribed including, but not limited to, space occupancy restrictions and keeping doorways clear of obstacles.

KELSEYVILLE EVENT CENTER RENTAL AGREEMENT

Kelseyville Seniors, Inc. 5245 3rd Street P.O. Box 1058, Kelseyville, CA 95451

| Name | | Responsi | ble Person | | |
|------------------------------------|---------------------------------------|-----------------------|---------------------------|--|---------|
| | | | | Work Phone | |
| Driver's License # | V | Email _ | | | |
| Mailing Address | | | | | |
| | | | | ed "Tenant", applies with Kelses es at 5245 3 rd Street, Kelseyv | |
| The aforesaid premises are | rented solely for the | ne followi | ng purpose | : | |
| Event: | | | _ Numbei | of people attending: | |
| Date: | | Time: St | art | End | |
| Please check applicable sta | atement: | | | | |
| Certificate of Liability attached. | / in the amount of S | \$1,000,00 | 0 with KSI | named as additionally insure | d |
| Event sponsored by | KSI | | | | |
| Check applicable rate(s): | | | | | |
| Event Center \$200.0 |)0/day | | Set- | -up night before \$75.00 | |
| Event Center plus ki | tchen \$250/day | | Clea | aning morning after \$75.00 | |
| Event Center \$125 f | or 4 hours or less | | Ann | ex \$25/hr. | |
| 20% Discounts for go | vernment agencies | and com | munity org | anizations | |
| Initial as understanding: | | | | | |
| Full rental payment re | guired 30 days pric | or to ever | nt | | |
| There will be no alcoh | | | - | | |
| Alcohol will be served | | | | | |
| Alcohol will be sold or | · | | h Host ARI | C license) | |
| Alcohol will be sold of | Tule premises (Fie | aso anac | 11 1 1000 7 100 | o noonoo, | |
| TERMS AND CONDITIONS | - Please initial und | erstandin | g | | Initial |
| | | | | nited in capacity by order of s, 40 persons in the Annex. | |
| upon receipt of minimum of \$50 | deposit and this a .00 shall be charg | igreemen ged agair | t signed by st the dep | eriod. Booking is confirmed y both Tenant and KSI. A posit for repair or cleaning items listed in item #13 but | 3= |

| | rent. Security deposit will be returned to Tenant within 14 days of event less any | |
|-----|---|----------------|
| | costs, explained in writing. | |
| 3. | CANCELLATION: Either party reserves the right to cancel upon 60 days written notice prior to the event. If the KSI initiates the cancellation, the \$200.00 deposit will be refunded in full. If the cancellation is initiated by the Tenant within 30 days prior | := |
| | to the event, the Tenant's deposit will be forfeited. | |
| 4. | LIMITED USE OF PREMISES: KSI is responsible only for furnishing heat, water, light, space, Audio/video equipment, and the facilities in the building. KSI is not required to furnish any equipment in excess of its present facilities. Tenants shall furnish any extra equipment required, including trash cans, dishes, pans, and other cooking utensils which are not specifically included. A phone is located in the | £ |
| | building for emergency use only. Tenant will be charged for any calls made which are not appropriate for contacting ambulance, fire or police services. | |
| 5. | EMPLOYMENT: Tenants shall furnish all persons hired for any special services, such as servers, decorators, or any other employees required. KSI is not responsible for employment taxes, Social Security, withholding, and Worker's | |
| | Compensation insurance covering all such employment. Exception: The Tenant has the option of having KSI clean the property following the event at an additional charge to be deducted from the deposit. | |
| 6. | PROPERTY: KSI is not responsible for personal property or effects of any kind brought into the property and its compound by the Tenant or by any person invited | - |
| 7. | therein by the Tenant. INSPECTION: KSI Board member, rental manager or other agent of KSI may inspect the KSI buildings and its compound at any time even while the Tenant's | |
| | function is still in progress. KSI retains the authority to terminate the Tenant's function and to summon the Police Department's assistance to effect said termination if the function does not comply with reasonable rules of conduct and/or fulfill the purpose for which the property was rented. KSI representative's decision will be binding upon all parties in this contract. | R |
| 8. | FIRE CALAMITY: In case of fire or other calamity resulting in damage to the premises which will interfere with the use of the space, either of the parties to the contract shall be entitled to cancel the function without penalty or notice. |) - |
| 9. | DAMAGE: Tenants shall surrender possession of the premises and facilities rented or leased in good condition, and shall be responsible for breakage to fixtures or damage to premises occurring during its occupancy, however caused. Cost of any and all damage shall be determined by KSI and shall be paid for by the Tenant. | :5 |
| 10. | ALCOHOL: In the event that alcoholic beverages are served, a one-day certificate from the State Alcohol Beverage Control must be provided to KSI and the certificate of insurance liability must be for \$1,000,000. Tenants must provide a security officer | |
| | that will be on duty during the entire event. The Tenant agrees to comply with all the applicable laws/ordinances of Lake County, the State of California, and the United States. | 5 |
| 11. | TENANT TO HOLD KSI HARMLESS: It is agreed that the Tenant agree to hold KSI harmless, and the Tenant shall indemnify KSI from any and all claims, losses, liability, demands, suits, judgments, including attorney fees and legal costs brought | (r <u></u> |
| | against KSI by the Tenant and/or guests for damages, injuries or deaths arising from or in connection with the occupancy and use of the property. KSI shall be named on | |

| the Tenant's liability insurance policy as an additional insured for any or all liabilities | |
|--|---|
| arising from the use of the property by the Tenant. | |
| 12. ORDINANCE AND LAWS: If a law enforcement agency is called because of actions or negligence of the Tenant or guests, the security deposit is automatically forfeited. Tenant shall not commit any act in violation of any ordinance, law, or statute; nor permit any public or private nuisance upon said premises; nor permit or maintain | |
| anything thereon which may endanger the same or increase the danger of fire or the rate of fire insurance; and in any case through any act or acts of the Tenant such rate of fire insurance is increased, the addition shall, upon its becoming due be paid by the Tenant. | |
| 13. OBSERVE AND NOTE THE FOLLOWING: | |
| No smoking is permitted anywhere inside the building, on the grounds, or in the adjoining property. Extinguish cigarettes safely and do not leave butts on the grounds or in the adjoining the property. | |
| No pets are allowed in the building. | |
| Chewing and bubble gum are strictly prohibited. | |
| • Decorations that shed glitter, loose glitter, crepe paper and confetti are prohibited. | |
| No chemicals or combustible materials are allowed in the building. | |
| The Tenant is responsible for <u>orderly conduct</u> of those individuals, including children, attending the event. | |
| <u>Decorating</u>: No staples, screws, nails, tacks, scotch tape, or sticky materials are to be used. Remove all decorations & equipment after the event. KSI is not responsible for personal items left behind. | |
| <u>Damages</u>: Tenant is responsible for any damage to KSI property and grounds beyond normal wear and tear, as well as to any furnishings, fixtures, plants and landscaping. The cost of repair (labor and materials), and/or replacement will be | |
| deducted from the security deposit. Additional billings may be necessary depending on the extent of the damage. | |
| <u>Cleaning:</u> Tenant is responsible to return the premises to KSI in the same condition in which they were received. Tables and chairs must be neatly in place and free of food, debris and soil. Floors must be swept and damp mopped. Excessive water must not be used on the laminate floors. Bathrooms must be clean, including floor, sinks, and toilets. Tenant agrees to thoroughly cleanup kitchen, including all appliance and countertop surfaces. Remove trash from the garbage cans – all | - |
| garbage and leftover food must be removed from the property. Arrangements must be made for the removal of any rental equipment. Never dump excess food or other trash behind the building or on our neighbors' property. All property belonging to the tenant shall be removed from the premises before turning in the keys. | |
| After cleaning, unplug heater, return A/C to previous setting, turn off all lights and fans, and lock the door and return the key to the lock box. Vacate building by the time specified in the contract. Leave the facility clean and orderly for the next | |

14. PAYMENTS: A fee of \$35.00 (thirty-five dollars) will be charged for any returned

Tenant's use.

checks.

Exhibit B

| serve as a legally binding contract | | fully executed this agreement shall applicant and KSI. | |
|--|---------|--|--|
| Signature of Responsible Tenant | | Date | |
| KSI Agent | Date | | |
| Office Use Only Certificate of Liability attached | Host AB | C license attached | |
| All Checks Will Be Cashed | | | |
| | | | |
| Total Fees Due: | | | |
| Fees Paid: Date De | | Check # Check # | |

KELSEYVILLE SENIOR/EVENT CENTER FEE SCHEDULES

(Rates Subject To Change)

The meeting rooms in the Senior Center are available without charge to public agencies, non-profit organizations (501(c)(3), charitable organizations and community groups whose purposes are civic, cultural or educational when not in use or scheduled for senior center activities.

Fees for renting the Event Center are subject to the schedule below:

- Event Center \$200.00/day
- Event Center plus kitchen \$250.00/day
- Event Center for 4 hours or less \$125.00/day
- Set-up night before (if available) \$75.00
- Clean-up morning after (if available) \$75.00
- Annex \$25.00/hour
- \$200 Refundable deposit to cover damages, cleaning, etc. NOTE: Tenant is responsible for requesting the return of their deposit.
- Discount of 20% for community organizations.

Discount of 15% for recurring rentals.

| | - | | |
|--------------------------------------|-------------------------|-----------------------|-----------|
| - | Event Center | | |
| 2 | Event Center plus Kitch | hen | |
| V- | Event Center for 4 hou | ırs or less | |
| | Set-up night before | | |
| | Clean-up morning afte | r | |
| | Annex | | |
| \$200.00 | Event Deposit - non-re | efundable | |
| \$200.00 Refundable Depo | Refundable Deposit (c | over damages, cleanir | ng, etc.) |
| <u></u> | EVENT TOTAL | | |
| | | | |
| | | | |
| Senior/Event Center Authori | zation | | Date |
| | | | |
| Signature of Organization/Individual | | | Date |

KELSEYVILLE EVENT CENTER RENTAL CHECKLIST

Kelseyville Seniors, Inc. 5245 3rd Street P.O. Box 1058, Kelseyville, CA 95451 707-510-5784

| SEC | TION ONE | | | |
|-----------------|-------------------------|--|--------------------------------------|--|
| Nam | Name Responsible Person | | | |
| | | | | |
| | | | | Work Phone |
| Drive | r's License # | | Email_ | * |
| | | | | |
| The G Senion | ors, Inc., a corporati | the Responsible persor on hereinafter termed "l | n hereinafter te KSI" to rent fac | rmed "Tenant", applies with Kelseyville illities at 5245 3 rd Street, Kelseyville, CA |
| The a | aforesaid premises | are rented solely for the | following purp | ose: |
| Even | t | | N | umber of people attending |
| Date | · | Ti | me: Start _ | End |
| SEC | attachedEvent sponsored | bility in the amount of \$1 by KSI alcohol at the event. | ,000,000 with | KSI named as additionally insured |
| SEC | TION THREE | | | |
| 1. | | o Tenant all keys, acces ss no later than | | s, and other items necessary to give |
| 2. | The full rental fee f | or the use of the venue | (s) described in | Section Two shall be \$ |
| 3. | The Tenant shall p | ay to the KSI the sum o | f | no later than |
| 4. | | ble to return the premisening, heat/AC, etc.). | es to KSI in the | same condition in which they were |

- 5. Upon vacating premises, Tenant shall remove all personal property, trash, and other items that were not present in the venue when Tenant took control of it, and leave the key in the lockbox.
- 6. Tenant will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that KSI may incur as a consequence of the actions of Tenant or any of Tenant's

| | guests while Tenant is in control of the venue, and shall indemnify and hold harmless the KSI against any and all legal actions which may arise from Tenant's use of the venue. |
|-------|---|
| 7. | Any disputes arising under this contract shall be adjudicated in the KSI's local jurisdiction. |
| | By checking the box, Tenant has read and understands the Kelseyville Event Center Facility Use Policy. |
| | tness of their understanding of, and agreement to, the terms and conditions herein contained, the es affix their signatures below. |
| Tena | nnt's Signature |
| Tena | int's Printed Name |
| Date | Signed |
| KSI : | Signature |
| Date | Signed |

KELSEYVILLE SENIOR/EVENT CENTER MISCELLANEOUS

HOURS OF OPERATION

Senior Center Hours of operation: Monday – Friday 10am – 3pm Event Center Hours of operation: Monday – Friday 3pm – 12am Saturday and Sunday All Day

Emergency Declared by County BOS: County will set hours and staffing

The County board for posting agendas etc. will always be near the front of the building.