

PUBLIC BENEFIT PROGRAM AND LEASE AGREEMENT
BETWEEN THE COUNTY OF TEHAMA AND
THE LOS MOLINOS CHAMBER OF COMMERCE

This agreement is entered into between the County of Tehama (Lessor) and the Los Molinos Chamber of Commerce, a California nonprofit corporation, (lessee) for the operation of a public benefit program and the lease of one room in the Los Molinos Veterans Hall to be used to carry out the program.

1) OPERATION OF PUBLIC BENEFIT PROGRAM

During the term of this Agreement, Lessee shall operate a program to develop, encourage, promote and protect the agricultural, commercial, industrial, financial and general business interests of the unincorporated community of Los Molinos, thereby serving a public purpose of the County of Tehama. The Board of Supervisors of the County of Tehama hereby finds and determines that the premises leased hereunder will not be needed for county purposes during the term of this Agreement, and makes this property available to Lessee in furtherance of the program described above pursuant to Government Code section 26227.

2) DESCRIPTION OF LEASED PREMISES AND PERMISSIBLE USE

Lessor hereby leases to Lessee exclusive use of the room identified as “Room #3” (306 square feet) located on the main floor of the Los Molinos Veterans Hall at 7980 Sherwood Boulevard in Los Molinos, California, to be used for Lessee’s regularly scheduled meetings and other Chamber office activities to carry out the program described in Section 1. At discretion of the Lessor, Lessee will be allowed to place one storage container on the property in a location, as designated by the County, that does not interfere with County or Los Molinos Veterans Hall activities. The County assumes no responsibility for any theft from or damage to the storage container or contents. Lessee shall conduct its activities on the premises in a manner that does not interfere with the use and quiet enjoyment of the Los Molinos Veterans Hall by the County or by any veteran’s association using the Hall with the County’s permission.

3) RENT

Rent in the amount of \$200.00 per month until January 1, 2026, at which time the rate shall increase to \$250.00 per month paid by check payable to “County of Tehama” in advance on or

before the first day of each month during the term of this agreement. Payment shall be delivered or mailed to the Lessor at the address in section 20 below.

4) TERM OF AGREEMENT

This agreement shall commence on August 1, 2025, with new rate in effect January 1, 2026 and continue for a period of three years, concluding July 31, 2028, unless terminated in accordance with section 4 below. In the event Lessee holds over and continues in possession of the premises after expiration of the term, Lessee's continued occupancy of the premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

5) TERMINATION OF AGREEMENT

Either party may terminate this agreement with 60 days' written notice. The County's right to terminate this agreement may be exercised by the Chief Administrator. No act of Lessor shall be construed as terminating this lease except written notice given by Lessor to Lessee advising Lessee that Lessor elects to terminate the lease. In the event Lessor elects to terminate this lease, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease.

6) SURRENDER OF PREMISES

On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the premises to Lessor in as good condition as they were upon the commencement of Lessee's occupancy hereunder, excluding reasonable wear and tear, and repairs required to be made by Lessor under this lease.

7) CARE AND MAINTENANCE

At the signing of this agreement, Lessee acknowledges the premises are in good, clean, safe, and rentable condition suitable for Lessee's use. Lessee agrees to maintain the premises in good order and repair during its tenancy. Lessor shall be responsible for basic maintenance and reasonable janitorial services, as well as for structural repairs required other than as a result of Lessee's action(s). Lessee shall give Lessor immediate notice of any deficiency requiring attention, such as roof leaks or electrical shorts. Lessee shall not make any repairs and have any repairs made to the premises without Lessor's express approval, and agrees to be responsible for any costs incurred by Lessor for repair or maintenance to the leased area as a result of Lessee's action(s), whether negligent or otherwise; normal wear and tear excepted.

8) ALTERATIONS/LIENS

Lessee shall not make or permit any other person to make any alterations to the premises or to any Improvements on the premises without the prior written consent of Lessor. Lessor shall not unreasonably withhold this consent. Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, improvements, and fixtures made or placed in or on the premises by Lessee or any other person shall on expiration or earlier termination of this lease, become the property of Lessor and remain on the premises, except trade fixtures which Lessee shall be permitted to removed from the leased premises at any time during the term hereof or within thirty (30) days after expiration or sooner termination of this Lease. Lessor shall have the option, however, on expiration or termination of this lease, of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from the premises, repairing any damage caused by such removal.

9) ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in said premises without the prior written consent of Lessor. Neither shall Lessee sublet said premises or any part thereof or allow any other persons, other than Lessee's agents and servants, to occupy nor use said premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

10) USE OF UTILITIES AND FACILITIES

Except as otherwise provided herein, Lessor shall pay all charges for the furnishing of electricity, gas, water, sewer, garbage pickup and disposal, and other public utilities to the Los Molinos Veterans Hall during the term of this lease. Lessee shall be responsible for charges for telephone, internet, and DSL service to the areas leased for Lessee's exclusive use. Lessee shall be permitted to make commercially reasonable use of the building's electricity, gas, water, sewer,

garbage pickup and disposal, and other public utilities and sanitary facilities without additional charge. Excessive use, as determined by County in its sole discretion, shall be grounds for termination of the Agreement.

11) ENTRY AND INSPECTION

Lessee shall allow Lessor or Lessor's agent or authorized representative access to the leased premises at any time during normal business hours for the purposes of inspection, basic maintenance and janitorial services and to make such repairs, replacements or additions in, to, on and about the premises as Lessor or Lessor's agent or authorized representative deems necessary or desirable.

12) INDEMNIFICATION

Lessee shall and hereby does indemnify, defend (with counsel satisfactory to the Lessor), and save harmless the County of Tehama, and its officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation, damages related to decreases in the value of the premises and claims for damages or decreases in the value of any adjoining property. ("Indemnified Loss"). Indemnified Loss includes, without limitation, court costs, penalties, fines, liens, judgments, consultants' fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Indemnified Parties, directly or indirectly arising from or related to the exercise by Lessee, its officers, employees, agents, or invitees, of the rights granted by this Agreement, or their use of the premises, or any other act or omission of the Lessee, including from any failure by Lessee to comply with the terms of this Agreement. Lessee's obligation to defend will commence immediately upon the assertion of any claim or demand for Indemnified Loss by or against the Indemnified Parties that is tendered to Lessee, shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding this foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Indemnified Parties. Lessee's indemnification and defense obligations under this Section shall survive the termination or expiration of this Agreement.

13) INSURANCE REQUIREMENTS

Lessee shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's use of or occupancy of the premises. At a minimum, Lessee shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below. Commercial General Liability - \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this location. All such insurance coverage shall be provided on an "occurrence" basis, rather than a "claims made" basis. The policy shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured party. The certificate holder shall be "County of Tehama." Verification of Coverage Contractor shall furnish Lessor with original certificates and endorsements affecting coverage required herein. All certificates and endorsements shall be received and approved by the Lessor prior to Lessor signing this agreement and on an annual basis thereafter for as long as Lessee occupies the premises. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

14) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

15) INCIDENTAL USE

By approving this contract, the Board of Supervisors finds that the use of the premises as set forth herein is incidental to, and does not interfere with, the primary use of the Los Molinos Veterans Hall by veterans and veterans' associations.

16) REVENUE AND TAXATION CODE SECTION 107.6 POSSESSORY INTEREST NOTICE

Lessee is hereby advised that this Agreement may create a possessory interest subject to property taxation, and that Lessee, as the party in whom the possessory interest is vested, may be subject to the payment of property taxes levied on the interest. Lessee is encouraged to contact the Tehama County Assessor to determine whether a taxable possessory interest has been created,

and whether lessee is required to pay property tax upon that interest. Any such property tax shall be solely the responsibility of Lessee.

17) WASTE OR NUISANCE

Lessee shall not commit or permit the commission by others of any waste on the premises.

Lessee shall not maintain or commit, or permit the maintenance or commission of any nuisance as defined in Civil Code Section 3479 on the premises, and Lessee shall not use or permit the use of the premises for any unlawful purpose. Lessee shall not keep or generate hazardous substances about the premises. Lessee shall not engage in or permit any activity or condition which will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the building or its contents.

18) NON-DISCRIMINATION

Lessee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 and Labor Code section 1735, Title VII of The Civil Rights Act of 1964, The Civil Rights Act of 1990, The Americans With Disabilities Act of 1990, and California Title 24.

19) RELATIONSHIP OF THE PARTIES

Lessee and Lessor hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this Agreement, each party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this Agreement between Lessee and Lessor. Neither Lessee nor the Lessor, nor any other person or entity performing services on behalf of either party pursuant to this Agreement, will have any right or claim against the other party under this Agreement for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other party.

20) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to Lessor: Gabriel Hydrick, Chief Administrator

County of Tehama
727 Oak Street
Red Bluff, CA 96080
(530) 527-4655

If to Lessee: Kevin Benson, Sr., President

Los Molinos Chamber of Commerce
P.O. Box 334
Los Molinos, CA 96055
(530) 384-2251

Notice shall be deemed to be effective two days after mailing.

21) ENTIRE AGREEMENT

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the premises, the leasing of the premises to Lessee, or the lease term created under this lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. The terms of this agreement may not be modified by oral agreement. No modification of this agreement shall be valid unless it is in writing and signed by both parties.

22) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

23) COMPLIANCE WITH LAWS AND REGULATIONS

Lessee shall comply with and conform to all laws and regulations, municipal, state and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the premises throughout the entire term of this Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this agreement on the day and year set forth below.

LESSOR:

Date: _____

Matt Hansen, Chair, Tehama County Board of Supervisors

LESSEE:

Date: _____

Kevin Benson, Sr., President, Los Molinos Chamber of Commerce

The following information is required for the agreement to be approved:

Contractor Number

Vendor Number

Budget Account Number

Vendor/Contractor email address

Vendor/Contractor phone number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuous Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claim made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

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

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements affecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.