

DATE: January 16, 2012
MEETING OF: January 24, 2012
FROM: Staff
RE: **DISCUSSION/ACTION ITEM X.3 & 4:** Rental agreements
2012-22 & 23

BACKGROUND

These two items were removed from the December consent agenda pending additional information.

2012-22 Davey Tree Surgery Company – the clause limiting the annual rent increase has been removed from the contract.

2012-23 Community Bridges – staff determined that repairs and replacement of a hot water heater were incorrectly billed to and paid by the fair. The bookkeeper is preparing an invoice for Community Bridges and they have been informed that reimbursement will be required.

FISCAL IMPACT

Unknown for 2012-22, 2013 rental fee may be increased as determined by staff.

Reimbursement of 2010 expenses for 2012-23.

STAFF RECOMMENDATION

That the Board approves rental agreements 2012-22 and 2012-23.

ATTACHMENTS

- Rental agreements 2012-22 and 2012-23.

RENTAL AGREEMENT

Fairtime Interim

Date of Event: ALL YEAR

THIS AGREEMENT by and between the **Santa Cruz County Fair/14th District Agricultural Association**, hereinafter called the Association, and **The Davey Tree Surgery Company**, hereinafter called the Renter, **WITNESSETH:**

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises beginning on January 1, 2012 and ending on December 1, 2012
2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:
Portion of Association parking lot south of baseball fields.
3. The purposes of occupancy shall be limited to: Parking of trucks and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below: \$9,702.00 for parking of trucks in the location mentioned above. Contractor agrees to cut/prune trees when needed, change of overhead lights via lift truck and keep noted parking area clear of garbage (the Association garbage containers are not to be used) and free from trip hazards. Payment Detail Attached.
5. Renter agrees to pay fees required by Association for: Rent, insurance and to guarantee the payment of:
 - a) Any money which may be payable to Association under this agreement;
 - b) Any damage to Association property; and utility charges, if any;
 - c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on pages 2 and 3 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. The F-31, "Standard Contract Terms and Conditions" printed on pages 3 and 4 of this document is incorporated herein and made a part of this agreement.
14. Special Provisions: The CFSA Insurance Statement (if applicable) is attached and incorporated into this agreement. **ADDENDUM "A" BECOMES PART OF THIS AGREEMENT!!**
15. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

Santa Cruz County Fair/14th District Ag. Association
 Address 2601 East Lake Avenue, Watsonville, CA 95076
 By Michael Reinke
 Title Fair Manager

The Davey Tree Surgery Company, RENTER
 Address PO Box 5075, Livermore, CA 94551
 By Lea Stevens
 Title Area Supervisor
 831.475.3010 831.588.7680

Secretary - Business Manager
 925-443-1723 X 217

RENTAL AGREEMENT

Fairtime

Interim

Date of Event: ALL YEAR

THIS AGREEMENT by and between the **Santa Cruz County Fair/14th District Agricultural Association**, hereinafter called the Association, and **Community Bridges**, hereinafter called the Renter, **WITNESSETH:**

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises beginning on January 1, 2012 and ending on December 31, 2012
2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:
Temporary Building Space located adjacent (south) to the infield of the Fairground's Grange Hall near the service/horse show gate.
3. The purposes of occupancy shall be limited to: Daycare/Childcare Center and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below: \$1,250.00 for the fenced temporary building site, play area, front parking area and access plus \$200.00 per month for sewer and water. Electricity will be responsibility of renter. \$500.00 refundable damage deposit held for duration of Agreement. Payment Detail Attached.
5. Renter agrees to pay fees required by Association for: Rent, utilities, insurance and to guarantee the payment of:
 - a) Any money which may be payable to Association under this agreement;
 - b) Any damage to Association property; and utility charges, if any;
 - c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on pages 2 and 3 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
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15. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

Santa Cruz County Fair/14th District Ag. Association
 Address 2601 Babcock Avenue, Watsonville, CA 95076
 By Michael Bethke
 Title Michael Bethke, Fair Manager

Community Bridges, RENTER
 Address 236 Santa Cruz Ave., Aptos, CA 95003
 By Sam Storey
 Title Sam Storey, Contractor
 831.688.8840 x 201/ 831.685.2980 - fax