

SAMTRANS OPERATOR RESTROOM LICENSE AGREEMENT
#900022

This Operator Restroom License Agreement (this “Agreement” or “License”) is made and entered into as of _____, by and between the Coastside Fire Protection District, a public agency, (“Owner”) and the San Mateo County Transit District (“Licensee” or “SamTrans”), a California public transit district.

RECITALS

A. Coastside Fire Protection District owns and operates that certain real property located at 1191 Main Street, Half Moon Bay, San Mateo County, California described and depicted on Exhibit A attached hereto and made a part hereof (“Premises”) which contains restroom facilities ("Restroom").

B. SamTrans desires to obtain access to the Premises for use of the Restroom by SamTrans bus operators and field supervisory staff and SamTrans contracted operators (collectively, “SamTrans Personnel”). Owner is willing to grant SamTrans a license for use of the Premises for access to and use of the Restroom facility.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Grant of License to Use Restrooms.** Subject to the terms and conditions set forth in this Agreement, Owner grants to Licensee a revocable, non-exclusive, and non-possessory license (the “License”) allowing SamTrans Personnel to enter and use the Restroom during working hours of SamTrans Personnel as reasonably necessary in the ordinary course of their employment.

2. **Hours and Access.** SamTrans Personnel shall have access to the Restrooms seven (7) days a week, 24 hours per day, only excluding the hours Restrooms are closed for cleaning, repairs or maintenance and/or facility improvements, or due to electrical or plumbing service failure.

In the event restroom is unavailable for more than forty-eight (48) hours, SamTrans has the right to place a temporary restroom on the premises, location subject to Owner approval.

3. **Term of License.** The Term of the License granted by this Agreement shall commence on _____, for a base term of one (1) year and shall automatically renew on a month-to-month basis following base term unless sooner terminated. At any time, either party may give written notice to the other party at least thirty (30) days prior to the expiration date of such party’s desire to terminate the License granted pursuant to this Agreement.

4. **License Fee.** Licensee shall pay to Owner a License Fee equal to SEVEN HUNDRED US DOLLARS (\$700.00 USD) per month (the “License Fee”). The License Fee shall be payable to Owner at the address specified Owner herein, or such other place as Owner may designate in

writing upon not less than thirty (30) days' advance notice. If the Term commences on a day other than the first day of a calendar month, terminates on a day other than the last day of a calendar month, or the restroom is unavailable per above Section 2, then the monthly payment of the License Fee for such fractional month shall be prorated based on a 30-day month.

In the event License Fee is paid in advance and this agreement terminates during the payment period(s) covering the advance payment(s), any remaining unused portion of License Fee shall be prorated based on a 30-day month and refunded to SamTrans.

5. Maintenance; Repairs; Alterations. Licensee acknowledges that Restrooms are in good order and repair. Owner will be solely responsible to keep Restroom in decent, safe, and sanitary condition for the duration of the License including daily custodial services and furnishing restroom supplies. Owner will ensure the Premise is well lit for safe use of the restroom facility. Any reports of unsanitary or unsafe conditions will be reported back to Owner for remedy. If condition is not remedied in a timely manner the License may be terminated with 30-days' notice as described in Section 9, Termination.

6. Keys and Entry Locks. SamTrans will install an electronic badge reader on the Premises, issuing badges only to current employees. SamTrans may also request or create and provide backup physical keys with corresponding lock in the event of a badge system failure.

7. Insurance.

(a) Required Coverage. Licensee will maintain in force, during the full term of the License, insurance through Licensee's self-insurance program in the following amounts and coverages:

(i) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.

(ii) Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.

(iii) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the Owner, its officers, gents, and employees.

(c) Licensee's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this License, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

(d) All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 9.

(e) Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the term of this License and, without lapse, for a period of three years beyond the expiration of this License, to the effect

that, should occurrences during the contract term give rise to claims made after expiration of the License, such claims shall be covered by such claims-made policies.

(f) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(g) Should any required insurance lapse during the term of this License, requests for payments originating after such lapse shall not be processed until the Owner receives satisfactory evidence of reinstated coverage as required by this License, effective as of the lapse date. If insurance is not reinstated, the Owner may, at its sole option, terminate this License effective on the date of such lapse of insurance.

8. Indemnity. Licensee will indemnify, defend, and hold harmless Owner, its officers, agents, and employees (collectively, "Indemnified Parties") from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), to the extent arising out of the negligence or willful misconduct of Licensee, its agents, or SamTrans Personnel in their use of the Restroom as provided in this License, except to the extent of Losses are caused by the Indemnified Parties' negligence or willful misconduct.

9. Termination of Agreement. Owner shall have the right to terminate this Agreement, after thirty (30) days advance written notice to Licensee, upon the occurrence of any material default by Licensee of its obligations under this Agreement. Termination under this Section shall be effective immediately upon expiration of such thirty (30) day notice period. Upon such termination, all rights, powers, privileges and authority granted to Licensee under this Agreement shall cease, and Licensee shall promptly pay to Owner all amounts due under the terms of this Agreement. Licensee shall have the right to terminate this Agreement, after thirty (30) days advance written notice to Owner, upon any material default by Owner of its obligation under this Agreement. Owner or Licensee may further terminate this Agreement for Owner's or Licensee's convenience and without cause at any time by giving the other party thirty (30) days advance written notice of such termination.

10. Damage and Destruction. Licensee shall not be responsible for any damage to the Restrooms by fire or other casualty. If a material portion of the Restrooms is destroyed during the Term, this Agreement shall automatically terminate as of the date of such destruction.

11. Compliance with Laws. Owner shall at all times during the Term and at its sole cost, maintain and keep the Restroom in compliance with all applicable federal, state, and local laws, but shall not be required by the Licensee to make any structural or non-structural alterations, additions or other modifications in order for SamTrans Personnel to use the Restroom under this License. Licensee shall use the Restroom during the Term in compliance with applicable laws, except that Licensee shall not be required to make any structural or non-structural alterations, additions or other modifications whatsoever in order to comply with such laws.

12. Notices and Invoices. All notices, invoices if required at a later time, and deliveries required to be given or made hereunder shall be in writing and either served personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice or delivery shall be deemed communicated or, made within forty-eight (48) hours from the time of mailing if mailed as provided in this Section:

Owner	Licensee
Coastside Fire Protection District	San Mateo County Transit District (SamTrans)
1191 Main Street, Half Moon Bay	1250 San Carlos Ave, San Carlos, CA 94070
Gary Silva, Division Chief gary.silva@fire.ca.gov	Real Estate Administrator / Property Manager larocquem@samtrans.com

Notwithstanding the above, Owner may follow up on payments via email at the following email address, or at any other email address so provided by Licensee:

Email: accountspayable@samtrans.com

13. Miscellaneous.

(A) Governing Laws; Venue. This Lease shall be governed by and construed in accordance with the laws of the State of California as applied to contracts that are made and performed entirely in California.

(B) Amendments; No Waiver. This Agreement may only be modified pursuant to a written agreement signed by Owner and by Licensee. No waiver of any breach shall affect or alter this Agreement, but each and every term, covenant and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

(C) Construction. All section captions are for reference only and shall not be considered in construing this Agreement.

(D) Entire Agreement. This Agreement sets forth the entire agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 13(B) above.

(E) Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

OWNER:

By: _____

LICENSEE:

SAN MATEO COUNTY TRANSIT DISTRICT
(SamTrans)

By: _____

April Chan
General Manager and CEO

APPROVED AS TO FORM:

By: _____

Attorney

EXHIBIT A – Premises

**Coastside Fire Protection District – 1191 Main Street, Half Moon Bay, 94019 San Mateo
County, CA**

(Restroom located inside lobby)

