

DRAFT V3 for discussion.

RENTAL USE AGREEMENT

This Rental Use Agreement ("Agreement") is made as of the ____ day of _____, 2026 ("Effective Date"), by and between:

CROCKETT COMMUNITY SERVICES DISTRICT, a California special district ("District"), with a mailing address of P.O. Box 578, Crockett, CA 94525, and offices at 850 Pomona Street, Crockett, CA 94525;

and

_____ ("Lessee"), with an address at

_____.

RECITALS

A. District owns or operates the property located at 1 Rolph Park Drive, Crockett, California ("Property").

B. Lessee wants to use part of the Property to operate a coffee concession.

C. District agrees to allow Lessee to use that part of the Property under the terms of this Agreement.

AGREEMENT

1. PREMISES

a. Use Area. District allows Lessee to use the raised ramp area at the 1 Rolph Park Drive property that is used for the coffee concession ("Premises") during the term of this Agreement, only for the uses allowed in this Agreement.

b. Customer Access and Use. Subject to this Agreement, Lessee has priority use of the Premises for permitted operations between 5:00 a.m. and 10:00 p.m. daily (the "Operating Hours"). Lessee may use the Premises for coffee concession operations and for customer access, ordering, waiting, and similar café-related purposes during the Operating Hours, so long as ADA access, emergency access, and public safety requirements are maintained.

c. No Other Space Included. The Premises do not include any other indoor or outdoor area of the Property, including parking areas, lawns, walkways, restrooms, seating areas, storage areas, or other shared areas. Lessee may not occupy, reserve, or use any such area for its operations except as expressly permitted by this Agreement or with District's prior written approval.

d. Use of Shared Areas. Lessee, its employees, and its customers may use shared areas that are open to the public for their intended purposes, subject to District rules and control. Such use does not make those areas part of the Premises or give Lessee priority or exclusive use of

DRAFT V3 for discussion.

them. Lessee may not place furniture, signs, displays, equipment, or merchandise in a shared area, or conduct an Event there, unless District approves that use in writing in accordance with this Agreement.

e. Limited Right to Use. This Agreement gives Lessee only the right to use the Premises during the term of this Agreement, subject to its terms. It does not give Lessee any ownership or other permanent right in the Property.

2. ALLOWED USE

a. Primary Use. Lessee may use the Premises to operate a coffee shop or coffee concession, including on-site sale of coffee and other non-alcoholic drinks, pastries, desserts, food items, and related retail items.

b. Merchandise. Lessee may sell retail items related to the coffee shop and the community, such as mugs, shirts, and similar products.

c. Consignment. Lessee may sell items on consignment if that remains a minor part of the business and follows all applicable laws.

d. Coffee Exclusivity. During this Agreement, Lessee has the exclusive right to operate a regular commercial coffee concession on the Property from the Premises. However, this does not apply to:

- i. District-sponsored or District-approved special events;
- ii. private rentals or events run by third parties;
- iii. temporary vendors approved by District;
- iv. free coffee service that is not a commercial concession; or
- v. activities District finds necessary for public programs, community use, or District operations.

e. Prohibited Uses. Lessee may not use the Premises for any illegal purpose, may not sell or serve alcohol, and may not use the Premises for any other purpose unless District gives prior written approval.

3. EVENTS

a. Definitions.

i. "Event" means any Café Event or Larger Event.

ii. "Third Party" means any person or organization other than Lessee and Lessee's employees acting in the normal course of business.

iii. "Café Event" means an organized activity that:

(1) happens only within the Premises;

DRAFT V3 for discussion.

- (2) happens during the Operating Hours; and
- (3) involves a Third Party selling goods or services, giving out materials, performing, or operating a booth, table, display, or concession.

iv. Normal café operations are not Café Events. This includes selling coffee and food items, merchandise, and casual customer gatherings, unless a Third Party is involved as described above.

v. "Larger Event" means an activity that:

- (1) goes beyond the Premises;
- (2) is expected to have more than twenty (20) people;
- (3) uses parking areas or other shared parts of the Property;
- (4) includes amplified sound;
- (5) needs added traffic, parking, access, security, or staffing management; or
- (6) District reasonably decides raises added operational, safety, access, parking, staffing, or insurance concerns.

b. Notice for Café Events.

i. Lessee must give District written notice at least fourteen (14) calendar days before a proposed Café Event.

ii. The notice must include:

- (1) date;
- (2) start and end time;
- (3) description of the activity;
- (4) names of participating Third Parties;
- (5) expected attendance;
- (6) confirmation that no amplified sound is proposed;
- (7) any permits required; and
- (8) the name, phone number, and email address of the day-of contact.

iii. District has seven (7) calendar days after receiving a complete notice to review the event and respond.

iv. District may approve the event, approve it with conditions, or deny it.

v. District may deny or place conditions on the event because of scheduling conflicts, public safety, parking or access issues, noise, incomplete paperwork, insurance issues, permit issues, prior noncompliance, or other legitimate District operational concerns.

DRAFT V3 for discussion.

vi. If District does not send Lessee a written denial or conditions within seven (7) calendar days after receiving a complete Café Event notice, the Café Event may proceed as described in that notice, provided Lessee complies with the rest of this Agreement. This does not authorize a Larger Event or waive any required permit, insurance, or approval.

vii. If District denies a Café Event or imposes conditions, it must briefly explain why in writing, and Lessee may submit a revised notice addressing those concerns; District must respond to the revised notice in writing within five (5) calendar days, and the Event may proceed only if District approves the revision in writing.

c. Recurring Events. District may require separate notice or approval for each Event, or District may allow one submission for a series of similar Events over a limited period.

d. Larger Events. Larger Events are not allowed under this Agreement unless the parties first sign a separate written addendum or agreement approved by District. District may require additional insurance, permits, plans, staffing, deposits, fees, and special conditions for any Larger Event.

e. Insurance and Permits. Lessee must make sure all Events are covered by the insurance required under this Agreement and must obtain all permits, licenses, and approvals required by law or by District.

f. Event Rules. For all Events:

- i. setup and activities must stay within the approved area;
- ii. emergency access and ADA access must stay clear;
- iii. parking, traffic, and pedestrian flow may not be materially disrupted;
- iv. Lessee must follow all District conditions of approval; and
- v. Lessee must clean and restore the Premises and any affected nearby area immediately after the Event.

g. Amplified Sound. Any amplified sound for any Event or other activity on the Premises requires District's prior written approval and must follow all laws and any conditions set by District.

h. District Forms and Procedures. District may create forms and procedures for Event notices, requests, approvals, denials, and conditions. Until then, email or written notice with the required information is enough.

4. TERM AND TERMINATION

a. Term and Renewal. This Agreement begins on the Effective Date and continues for one (1) year (the "Initial Term"), unless terminated earlier under Section 4.c. After the Initial Term, this Agreement automatically renews for successive one-year terms (each a "Renewal Term") unless either party gives written notice of nonrenewal under Section 4.b.

DRAFT V3 for discussion.

b. Nonrenewal. Either party may elect not to renew this Agreement by giving the other party written notice at least sixty (60) calendar days before the end of the Initial Term or the then-current Renewal Term. Notice of nonrenewal does not end the Agreement before the end of that term.

c. Termination for Cause. District may end this Agreement by written notice if Lessee:

- i. does not maintain required insurance;
- ii. does not pay rent or other amounts due and does not fix that within five (5) calendar days after written notice;
- iii. materially violates this Agreement and does not fix the problem within ten (10) calendar days after written notice, unless District allows more time because the problem cannot reasonably be fixed within ten (10) days and Lessee starts fixing it promptly and continues to do so; or
- iv. commits a health, safety, or legal violation that District determines requires immediate suspension or termination.

d. Effect of Termination. When this Agreement ends, Lessee must immediately stop using the Premises, remove its property as required by this Agreement, and leave the Premises clean, except for normal wear and tear.

5. RENT

a. Monthly Rent. Lessee must pay District Five Hundred Dollars (\$500.00) per month.

b. Due Date. Rent is due in advance on the first (1st) day of each month.

c. Late Fee. If rent is not received within fifteen (15) calendar days after the due date, Lessee must pay a late fee of Fifty Dollars (\$50.00).

d. Returned Payments. Lessee must repay District for any bank fees or charges caused by a returned or dishonored payment.

e. Rent Changes. District may review rent once each year. Any change in rent must be made by a written amendment signed by both parties. If the parties do not agree on a new rent amount, the current rent stays in place unless either party gives timely notice of nonrenewal under Section 4.b.

6. SECURITY DEPOSIT

a. Security Deposit. District may require a security deposit of \$_____ before occupancy. If no amount is filled in, no security deposit is required.

b. Use of Deposit. District may use the security deposit for unpaid rent, damage beyond normal wear and tear, cleanup costs, removal of unauthorized items, or other amounts Lessee owes under this Agreement.

7. INSURANCE AND INDEMNITY

- a. General Liability Insurance. Lessee must maintain commercial general liability insurance, at Lessee's expense, with limits of at least Two Million Dollars (\$2,000,000) per occurrence, and any other coverage District reasonably requires based on Lessee's operations.
- b. Additional Insured. District, its directors, officers, employees, agents, and volunteers must be named as additional insureds on Lessee's general liability policy.
- c. Primary Coverage. Lessee's insurance will be primary with respect to District. Any District insurance or self-insurance will be secondary and will not contribute.
- d. Proof of Insurance. Before Lessee occupies the Premises or begins operating, Lessee must provide certificates of insurance and, if District asks, copies of endorsements or other documents showing the required coverage. Lessee must keep the required insurance in effect during the entire Agreement.
- e. Workers' Compensation. If Lessee has employees, Lessee must maintain workers' compensation insurance as required by California law and employer's liability coverage in commercially reasonable amounts.
- f. Failure to Maintain Insurance. Failure to maintain or provide proof of the required insurance is a material breach of this Agreement.
- g. Indemnity. To the fullest extent allowed by law, Lessee must defend, indemnify, and hold harmless District, its directors, officers, employees, agents, and volunteers from all claims, demands, damages, liabilities, losses, fines, penalties, costs, and expenses, including attorneys' fees and costs, arising out of or related to:
 - i. Lessee's use of the Premises or Property;
 - ii. Lessee's business operations or Events;
 - iii. any act or omission of Lessee or Lessee's officers, employees, agents, contractors, vendors, invitees, customers, or others under Lessee's direction or control; or
 - iv. any food, beverage, merchandise, or service provided by or through Lessee,

except to the extent caused by District's sole active negligence or willful misconduct.

8. UTILITIES, MAINTENANCE, AND REPAIRS

- a. Electricity. Lessee is responsible for the cost of electricity used by Lessee, as measured by the existing meter.
- b. Other Utilities and Services. Unless the parties agree otherwise in writing, Lessee is responsible for all utility and service costs related to Lessee's operations, including internet,

DRAFT V3 for discussion.

telephone, special waste handling, grease disposal, and similar operating costs. District is not required to provide any utility or service not expressly listed in this Agreement.

c. Cleaning and Upkeep. Lessee must keep the Premises neat, safe, clean, and sanitary at all times and must promptly remove trash, debris, packaging, and service ware related to Lessee's operations.

d. Repairs. Lessee is responsible for repair and maintenance of Lessee's own property, equipment, furnishings, and any damage caused by Lessee or people under Lessee's control. District is responsible for structural maintenance of District-owned improvements, unless the damage was caused by Lessee or people under Lessee's control.

e. District Access. District and its authorized representatives may enter the Premises at reasonable times for inspection, maintenance, repair, compliance checks, or operational reasons, and at any time in an emergency.

f. Relocation. If temporary relocation of the coffee concession is reasonably necessary for maintenance, repair, public safety, District operations, or District programming, District may require Lessee to relocate with at least seven (7) calendar days' prior written notice, except in an emergency. District will make reasonable efforts to minimize disruption to Lessee's operations. If District offers a substitute location, District will determine the location in its discretion. District is not liable for business losses caused by a relocation required for one of the reasons stated in this subsection.

If no substitute location is available and the Premises cannot be used for more than thirty (30) consecutive calendar days, either party may terminate this Agreement by written notice. Rent will be suspended for any period during which Lessee cannot use the Premises and no substitute location is available.

9. DECORATIONS, FURNITURE, SIGNAGE, AND ALTERATIONS

a. District Approval Required. Lessee may not install fixtures, signs, equipment attached to the building, or make any permanent or material change to the Premises without District's prior written approval.

b. Compliance. Any approved installation or alteration must comply with all applicable laws, codes, permit requirements, and District requirements.

c. Removal at End of Agreement. When this Agreement ends, Lessee may remove its personal property, furniture, equipment, and removable fixtures, but Lessee must repair any damage caused by removal. Anything permanently attached to the Premises becomes District property unless District states otherwise in writing.

d. No Outside Storage. Lessee may not store equipment, supplies, furniture, inventory, boxes, or other materials outside the Premises without District's prior written consent.

10. OPERATIONS

a. Extended Hours. Use outside the Operating Hours requires District's prior written approval. District may impose reasonable conditions on that approval. District may withdraw or modify an approval only if reasonably necessary because of a violation of this Agreement, a safety or access concern, an emergency, or a conflict with District operations. District will give Lessee written notice of the reason as soon as reasonably practicable.

b. Interruptions. Lessee's use rights are subject to emergency closures, maintenance, repairs, utility interruptions, District programming, public safety needs, and other lawful District operational requirements. District will make reasonable efforts to give Lessee advance notice of planned interruptions and to minimize disruption to Lessee's operations when reasonably practicable.

c. Cleanliness. Lessee is responsible for the appearance and cleanliness of the Premises and for cleaning up all packaging, food service items, waste, and debris related to Lessee's operations.

d. Noise Control. Lessee must keep sound at a level appropriate for the area and must not unreasonably disturb nearby residents, other users of the Property, or District operations. Lessee must follow all noise laws and any reasonable District direction about sound control.

e. Staffing and Supervision. Lessee must provide enough staff and supervision for its operations and any approved Event.

f. No Nuisance. Lessee may not create or allow any nuisance, hazard, obstruction, or condition that interferes with District use or public use of the Property.

11. COMPLIANCE WITH LAW AND REQUIRED DOCUMENTS

a. Legal Compliance. Lessee must, at its own expense, comply with all applicable federal, state, and local laws, regulations, ordinances, orders, permit requirements, and health and safety standards related to Lessee's use of the Premises and Property.

b. Permits and Licenses. Lessee must obtain and keep all permits, licenses, registrations, and approvals needed for daily operations, food and beverage service, retail sales, employees, and Events.

c. Documents for Daily Operations. If District asks, Lessee must provide copies of permits, licenses, certificates, food safety approvals, insurance documents, and other materials reasonably needed to confirm compliance.

d. Event Documents.

DRAFT V3 for discussion.

- i. For Café Events, Lessee must provide the information and forms District requires for notice or approval.
- ii. For Larger Events, Lessee must provide all documents District requires, including any additional insurance certificates, permits, plans, or agreements.

e. Access and Safety. Lessee may not block any path of travel, emergency exit, fire access, or ADA access route.

12. DEFAULT AND DISTRICT REMEDIES

a. Cumulative Remedies. District's rights and remedies under this Agreement are cumulative. Using one remedy does not prevent District from using others allowed by law or equity.

b. Immediate Hazard Response. If Lessee does not promptly correct a condition that creates an immediate health, safety, access, or property risk, District may correct it without prior notice if reasonably necessary. Lessee must reimburse District for the reasonable cost.

c. Suspension of Activities. District may suspend any Event, amplified sound, extended hours, or other Lessee activity if District determines it violates this Agreement or creates an immediate health, safety, or operational concern.

13. MISCELLANEOUS

a. No Assignment or Transfer. This Agreement is personal to Lessee. Lessee may not assign, transfer, sublicense, or otherwise give its rights to anyone else without District's prior written consent, which District may withhold in its discretion.

b. Notices. Any notice required or allowed under this Agreement must be in writing and delivered personally, by certified mail, by recognized overnight courier, or by email to the addresses listed below. Notices are effective when actually received, or if mailed, three (3) business days after being placed in the United States mail with postage prepaid.

If to District:

Crockett Community Services District

P.O. Box 578

Crockett, CA 94525

Email: _____

If to Lessee:

Email: _____

c. Governing Law and Venue. California law governs this Agreement. Any legal action arising out of this Agreement must be filed in Contra Costa County, California.

DRAFT V3 for discussion.

d. Entire Agreement. This Agreement, including all written addenda, is the complete agreement between the parties on this subject. It replaces all earlier oral or written discussions or agreements on the same subject.

e. Amendments. This Agreement may be changed only by a written document signed by both parties.

f. Severability. If any part of this Agreement is found invalid or unenforceable, the rest of the Agreement remains in effect.

g. Waiver. If either party does not enforce a provision once, that does not waive the right to enforce it later.

h. Independent Contractor. Lessee is an independent contractor and is not an officer, employee, agent, partner, or joint venturer of District.

i. Nondiscrimination. Lessee may not discriminate in its operations on any basis protected by applicable law.

j. Counterparts. This Agreement may be signed in counterparts, each of which is treated as an original, and all of which together form one agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

CROCKETT COMMUNITY SERVICES DISTRICT

By: _____
Name: _____
Title: General Manager
Date: _____

LESSEE:

By: _____
Name: _____
Title: _____
Date: _____