

NON-PROFIT LEASE AGREEMENT
“Northern California Velodrome Association”
“Hellyer Park”

This is a Lease (LEASE) between Northern California Velodrome Association (LESSEE), a not for profit California corporation, and the COUNTY OF SANTA CLARA, a political subdivision of the State of California, (COUNTY) for a portion of the property within Hellyer County Park as shown and described in Exhibit A (Premises).

RECITALS

1. COUNTY owns the approximately 205 acre property known as Hellyer County Park, which includes a Velodrome facility specially constructed and intended for use as a bicycle racing facility.
2. COUNTY wishes to make County Parks available for recreational opportunities to Santa Clara County residents.
3. LESSEE has continuously operated and maintained the Velodrome facility, and offered a training and competition program at the Velodrome for bicycle racing enthusiasts since 1981.
4. LESSEE represents that their organization has individuals with the expertise required to manage bicycle racing training and competition programs, and LESSEE has demonstrated such expertise with the conduct of their operations since 1981.
5. LESSEE wishes to continue to operate and maintain the Velodrome facility for the benefit of the public, and the County wishes to make the Velodrome facility available for the convenience and enjoyment of bicycle racing enthusiasts.
6. COUNTY is authorized to enter into this Lease pursuant to Government Code Section 25536.

COUNTY and LESSEE agree as follows:

1. EXHIBITS

The following exhibits are incorporated into this Lease by reference:

- Exhibit A - Map of the Premises
- Exhibit B - Insurance Requirements for Leases with Tenants on County Property (Ex. B-5 revised)
- Exhibit C - Lease Monitoring Checklist
- Exhibit D - Integrated Pest Management Ordinance
- Exhibit E - COUNTY Memorandum of Understanding (MOU) with the State of California Department of Forestry (CDF) as outlined in the Santa Clara County Fire Prevention Operational Procedure

2. DEFINITIONS

- a. **Lessee** – Northern California Velodrome Association (NCVA).
- b. **Director** - The Director of Parks & Recreation, County of Santa Clara.
- c. **Member** – Any member of the NCVA.
- d. **Rent Commencement Date** – Date this Lease is fully executed.
- e. **Premises** – Approximately 3 acres of property within Hellyer County Park, the limits of which are shown on Exhibit A. The Premises are bounded by the fence that encircles the Velodrome.
- f. **Rent** - Defined as the excess of annual Operating Revenues over annual Operating Expenses for the Premises.
- g. **Operating Revenues** – Defined as all income derived from the Premises, including, but not limited to equipment rental, user charges, and advertising revenues (in kind or cash).
- h. **Operating Expenses** - Defined as all reasonable and actual costs and expenses of operating and maintaining the Premises.
- i. **Graffiti** – Defined as the unauthorized application of paint, ink, chalk, dye or the use of any other instrument capable of defacing, damaging, or destroying public and private buildings, structures, or any portion thereof.

3. LEASE OF PREMISES

- a. **Lease.** For and in consideration of the covenants in this Agreement, COUNTY hereby leases to LESSEE and LESSEE hereby leases from COUNTY the Premises on the terms and conditions set forth below.

b. **Improvements & Fixtures** - The Premises include the following improvements and fixtures:

- i. Velodrome race track
- ii. Bleachers
- iii. Announcer's tower
- iv. Fencing
- v. Wall surrounding track
- vi. Public Address System
- vii. Lighting

c. **Premises As -Is - No Warranty.** LESSEE is familiar with the Premises as the primary operator since 1981 and acknowledges personal inspection of the Premises and the surrounding area and accepts the Premises as-is. LESSEE understands that the Premises are immediately adjacent to a former solid waste facility that has been closed since 1970 but which includes ongoing monitoring and gas collection and destruction equipment. LESSEE will make no demands on COUNTY for any improvements or alterations to the Premises.

COUNTY offers no warranties for the condition of the Premises, its buildings, soil, water, or utilities, or the suitability of the Premises for the Lessee's intended purposes.

LESSEE accepts all aspects of the Premises, including, without limitation:

- Hazardous Materials in the ground or in any ground water;
- Zoning and any use restrictions that may be imposed;
- Water availability or lack of availability;
- All existing and future ordinances, statutes, and regulations.

LESSEE acknowledges that COUNTY has made no representations, express or implied, about the Premises or its suitability for LESSEE's purposes.

4. **PERMITTED USE**

a. **Purpose** - The COUNTY leases the Premises to LESSEE for the purpose of LESSEE providing a program of bicycle race training, practice and competition on specialty Velodrome race track fixed gear bicycles, including equipment/gear rental ("Permitted Use"). LESSEE's Permitted Use includes activities incidental and ancillary to the bicycle racing program, including (i) selling sponsor advertising for display in the inside velodrome walls; Such advertising shall be removable (i.e. signs and banners and not affixed in a

manner that will cause damage to the facility), must be placed above the stayers' line, shall conform with the guidelines and rules of the International Cycling Union (UCI) and shall not be visible to other park users outside the velodrome; (ii) related equipment rental; (iii) sale of concessions and related equipment (subject to COUNTY'S option for exclusive vending below) and subject to COUNTY'S reasonable review and approval as to product selection and pricing. LESSEE agrees that the safety of participants and spectators is an essential consideration in organizing a cycling competition and LESSEE will take those reasonable acts necessary to promote the safety of participants and spectators.

In consideration of the Rent being charged, COUNTY, at COUNTY'S sole option, may choose to provide exclusive vending or concession services for all park users. COUNTY will give LESSEE a minimum of 60 days notice of the commencement of such services, and which, if any, of LESSEE'S vending/concession services may continue under the Lease.

LESSEE shall conduct a minimum of five Velodrome track race competitions per year, and offer training and practice sessions on a periodic basis.

LESSEE may use the Public Address System in conducting LESSEE'S programs, and will do so in accordance with applicable noise ordinances. LESSEE must obtain COUNTY's prior written permission before modifying the Public Address System, or using any other loudspeaker, public address system, or broadcast sound system.

No other uses of the Premises are permitted under this Lease without the prior written approval of the Director.

- b. Special Use Permits** - LESSEE shall obtain a COUNTY Special Use Permit for any events or activities that meet any of the following criteria:
- (i) The event or part of the event operations will be conducted outside the Lease Premises,
 - (ii) The event impacts general public park activities beyond the Premises,
 - (iii) The event will require overflow parking in Hellyer County Park,
 - (iv) The event consists of more than 100 participants

LESSEE shall comply with all terms and conditions of the Special Use Permit in addition to the terms of this Lease.

c. **County Emergency Access** - COUNTY reserves the right to enter the Premises at all reasonable times and with reasonable notice for any purpose connected with COUNTY work, including Lease compliance, health and safety inspections, or to show the Premises to prospective Lessees. COUNTY shall have the right to enter without notice at all times for any emergency. LESSEE shall provide COUNTY with keys or combinations to all entrances and doors on the Premises before the start of operations. LESSEE shall provide COUNTY with new keys or combinations before any re-keying or lock changes.

d. **Hours of Public Access** – LESSEE will operate and maintain the Premises so as to allow public access on a year round basis. LESSEE agrees to continuously market and operate the Premises during the term of this Lease, and hold the Premises open to the public at the times and for the purposes set forth in Section 4a. above. If required by an approved Tenant Improvement, Director may provide LESSEE with written authorization to temporarily close all or a portion of the Premises.

e. **After Hours Use** – Any use of the Premises prior to 8:00 a.m. or 30 minutes after sunset require advanced, written request including date and times subject to approval by the Hellyer Senior Ranger as follows: LESSEE'S written request must be received by the Senior Ranger by March 1st for events held April 1st through June 30th of the same year. LESSEE's written request must be received June 1st for events held July 1st through September 30th of the same year. LESSEE'S written request must be received at least 30 days in advance for all other events outside of normal park operating hours. If additional park staffing is required, by the sole and absolute judgment of COUNTY, for after hours use, LESSEE will pay the rate currently listed in the Board adopted Park Fee Schedule as amended from time to time.

f. **Parking permits** – On an annual basis, COUNTY will issue LESSEE fifteen (15) parking permits for LESSEE's track supervisors. LESSEE shall provide individual supervisor name, vehicle make, model, and license plate number for each permit prior to permit being issued. Parking permits are for track supervisors' use of parking at the Velodrome parking lot only during times in which supervisor is supervising an event. COUNTY reserves the right to revoke parking permits at any time for misuse.

g. **Prohibited Uses**

(i) **Natural Resources.** LESSEE may not cut timber; conduct mining operations; remove sand, gravel, or similar substances from the ground; import, plant, or install soil, sand, gravel or other ground

cover; commit waste of any kind; or in any manner substantially change the contour or condition of the Premises, unless County has specifically authorized under the provisions of g.v below, requiring County's prior written approval.

(ii) Permanent Residences. LESSEE shall not permit any person to use any structure or facility on the Premises for a permanent, full-time residence, or temporary residence without the express written consent of the Director.

(iii) Water Pollution. LESSEE shall not discharge any substances, which will contaminate streams or other bodies of water or otherwise become a public nuisance. Regulations, conditions, or instructions in effect or prescribed by the federal, state or local government with respect to bodies of water are a condition of this Lease. LESSEE shall comply promptly with any regulations, conditions, or instructions affecting the activity authorized if and when issued by the federal, state, interstate or local government water pollution control agency having jurisdiction to abate or prevent water pollution.

(iv) Storage/discarded materials. LESSEE shall keep the Premises in good and clean condition. LESSEE shall not store or accumulate discarded equipment or materials for more than 30 days. Pending disposal, such material shall be stored out of the public's view.

(v) Solid Waste Landfill closure requirements. Due to specific requirements to protect the existing cover to the closed solid waste facility, LESSEE will not dig, trench, compact or otherwise modify ground immediately adjacent and exterior to the Velodrome facility without the prior written permission of COUNTY and any authority having jurisdiction over the area.

5. TERM

a. Initial Term - The Initial term of this Lease is five (5) years from the date this Lease is fully executed (Rent Commencement Date).

b. Extension of Initial Term. LESSEE may extend the Initial Term of this Lease for five (5) years (Option Term) by giving COUNTY written notice (Option Notice) at least six (6) months, but not more than one year, before the end of the Initial Term. The extension is not effective if LESSEE is in default under this lease on the date the COUNTY receives the Option Notice, or the date the Option Term is to begin. At the sole discretion of the

Director, County may extend this Lease for additional five (5) year terms, not to exceed 30 years total Term.

c. **Reserved.**

d. **Termination for convenience.** Either party may terminate this Lease at any time before the expiration date of the term by giving the other party written notice one hundred eighty (180) days before the end date.

e. **Termination by COUNTY.** COUNTY may terminate this Lease for LESSEE'S default as provided in Section 18.

6. RENT

a. **Rent Commencement.** Within fifteen days of the Rent Commencement Date, LESSEE shall pay the Rent, as defined below.

b. **Initial Term Rent.** In consideration of the public benefit derived from LESSEE'S operations under this Lease, the Rent for Term, including any Option Periods, shall be as defined above, on an annual basis. LESSEE shall pay Rent, if any is due and not deferred as provided below, by March 30 after the calendar year in which it is earned. LESSEE will keep records pertaining to all Operating Revenue collected and Operating Expenses from LESSEE'S operations on the Premises. Payment of Rent is deferred to the extent LESSEE spends such Rent on Tenant Improvements to the Premises in accordance with Section 7 of this Lease, or LESSEE creates a reserve account for planned improvements or operations of the Premises. All interest accruing on the funds in the reserve account are also Rent. LESSEE shall provide to COUNTY the annual report described in section 12(b).

In the event this Lease terminates for any reason while there are funds in the reserve account, then such funds shall be used first to pay Operating Expenses of LESSEE incurred prior to the effective date of the termination, second to pay costs of Tenant Improvements approved and incurred (and which could not be reasonably avoided) prior to the effective date of Termination, and third paid to County as Rent.

7. IMPROVEMENTS & ALTERATIONS

a. **General** - LESSEE shall not make any capital improvements, alterations, or additions to the Premises (collectively, "Tenant Improvement") without COUNTY'S prior written approval as provided in this Section 7. In connection with any such Tenant Improvements, the following provisions apply:

(1) County's Regulatory Authority. LESSEE acknowledges that COUNTY, acting not as Landlord but in its governmental capacity, has certain governmental regulatory authority over the Premises and that nothing in this Lease binds the COUNTY to exercise this regulatory authority in any particular manner. LESSEE agrees that it is obligated to comply with all laws in the performance of this Lease, and that "law", as defined herein, includes any legal requirement imposed by Landlord acting not as Landlord but in its capacity as a governmental regulatory body.

(2) Prevailing Wages. LESSEE further acknowledges that construction, alteration, demolition, installation, maintenance and repair work done under this Lease is a public work within the meaning of Labor Code Section 1720, and LESSEE will comply with the requirements of California's prevailing wage law, Labor Code Section 1771, et. Seq. LESSEE will keep all documentation relative to compliance with this section, including documentation of any exemptions that the LESSEE determines may apply to a particular Tenant Improvement, and make such documentation available to COUNTY upon COUNTY'S request.

(3) Environmental Impacts/Assessment. LESSEE, at LESSEE'S sole cost and expense, will comply with all provisions of the California Environmental Quality Act (CEQA) in connection with any Tenant Improvement. LESSEE will prepare and submit the draft environmental document to COUNTY for review. LESSEE will incorporate verbal and written comments received during the public notice period and at the hearing (if applicable), as COUNTY deems appropriate. LESSEE will prepare the final environmental document/mitigation and monitoring plan, as necessary. LESSEE will undertake the Tenant Improvement project in compliance with any mitigation and monitoring plan adopted by the COUNTY in connection with the project.

COUNTY is the lead agency for CEQA for Tenant improvements under this Lease. COUNTY retains full discretion to review and approve or disapprove the final environmental document.

b. Minor Improvements – For any proposed Tenant Improvement on or to the Premises costing less than \$25,000 to complete, LESSEE will obtain COUNTY'S prior written approval. LESSEE shall submit to COUNTY for review and approval under this Lease, a reasonably detailed description of the work to be performed together with documentation of the estimate of the cost of completion. LESSEE shall allow at least 30 days for COUNTY review. COUNTY may require additional information, as COUNTY reasonably

determines necessary based on the nature of the proposed Tenant Improvement.

c. **Major Improvements** - For any Tenant Improvement on or to the Premises costing \$25,000 or more to complete, LESSEE will obtain COUNTY'S prior written approval. LESSEE will allow at least 45 days for COUNTY review and approval.

(1) **Capital Improvement Plan.** COUNTY will begin review of any proposed Major Tenant Improvement after LESSEE'S submission of a Capital Improvement Plan that shows the nature, extent, and sequence of proposed Tenant Improvements on the Premises. The Capital Improvement Plan shall include, at a minimum, the following information:

- (i) **Existing Conditions Map.** A scaled plan of the Premises showing the location of the existing site features including:
 - Surrounding land uses, ownerships, and access to the Premises;
 - Existing vegetation, drainage or water features, utilities, and any structures, noting their construction materials; and
 - Roads, trails, parking surfacing, and all other pertinent site circulation information.
- (ii) **Master Plan.** A plan view of the Premises that shows the location of the existing and proposed site features, using the Existing Conditions Map as a base, including, where appropriate, a narrative that details the proposed improvements.

(2) **Construction Documents.** After COUNTY'S written approval of the Capital Improvement Plan, LESSEE will prepare or cause to be prepared detailed plans and specifications for the construction of the proposed improvement (Construction Documents) and submit at appropriate stages of completion, in a COUNTY approved format, to COUNTY staff before submittal to any required permitting agencies. COUNTY'S approval of the Construction Documents (Approved Construction Documents) does not constitute COUNTY'S waiver of any defect or any breach of the Lease.

(3) **Permit Approvals.** Following COUNTY'S approval of the Construction Documents, LESSEE, at LESSEE'S sole cost and expense will obtain all required approvals from and adhere to regulations of any permitting agency having jurisdiction over the Premises for the construction or installation of any Tenant Improvements. Permits may include, but are not limited to, the following agencies: California Department of Fish & Game, U.S. Fish & Wildlife Service, U.S. Army Corps of Engineers, State Regional

Water Quality Control Board, Santa Clara Valley Water District, and the COUNTY's Building Department. LESSEE may not construct any improvements until LESSEE obtains all of the necessary permits and provides COUNTY with evidence of such approvals.

Where COUNTY'S assistance or cooperation is required as landowner, COUNTY shall assist the LESSEE with its applications for permits, if required, including executing documents for this purpose.

(4) Consultant Services. LESSEE, at LESSEE'S sole cost and expense, will use the services of a qualified consultant or professional to prepare the Capital Improvement Plan, CEQA documentation, Construction Documents, and Permits, required for the Tenant Improvement. Architects and engineers must provide the minimum insurance set forth in Exhibit D of this Agreement. LESSEE shall obtain COUNTY'S prior written approval of the qualifications and insurance of the proposed consultant/professional.

(5) Construction Standards and Procedures. LESSEE will ensure that all Tenant Improvements are constructed with material of a standard and quality meeting all local and other governmental building codes, including, but not limited to, providing for disabled access and in a good and workmanlike manner.

(6) Pre-construction Requirements. At least 15 days before the work is to commence, LESSEE shall submit the following to COUNTY:

- (i)** Approved Construction Documents;
- (ii)** Name and address of proposed construction contractor(s) and evidence of licensure for the proposed work, the construction contract(s) showing the proposed scope of work, date work is to be commenced, time for completion of the work, and compliance with prevailing wage requirements.
- (iii)** All required approvals and permits for the construction from applicable jurisdictions;
- (iv)** Payment and performance bonds for the full amount of the work as described below, and insurance as specified in Exhibit B of this Lease; and
- (v)** Evidence of financing sufficient for completion of the work.

(7) Construction Observation. LESSEE shall allow, and include in any contract for construction the requirement that the contractor allow, COUNTY's designated employee or agent to observe or inspect any Tenant Improvement project at COUNTY's expense.

(8) Construction. LESSEE shall pay all costs associated with construction of the Tenant Improvements, including but not limited to, any special testing or inspection required during construction by permitting authorities or the Approved Construction Documents; all precautions necessary to protect COUNTY visitors and parkland during the construction period and construction methods and staging that will not impede use of the major activity areas of the Park; and protective measures to keep all dust within the construction zone and noise at minimal levels.

LESSEE will limit all construction activities to 8:30 a.m. to 4:30 p.m., Monday through Friday, unless otherwise approved by the Parks Director in writing. Construction activities include staging, delivery of materials and equipment, construction, and clean-up.

(9) Performance Bond. COUNTY in its sole and absolute discretion may require that LESSEE provide a performance bond of not less than one hundred percent (100%) of the cost of the proposed improvement. LESSEE shall provide construction contracts for all work as the basis for the performance bond. The bond shall name COUNTY and LESSEE as beneficiaries and obligees. A corporate surety admitted to conduct business as a surety in the State of California and acceptable to COUNTY shall issue the bond. The performance bond shall state that if LESSEE well and truly performs the construction required according to the approved plans and specifications, then surety shall no longer be bound.

(10) Payment Bond. LESSEE will provide COUNTY a payment bond of not less than one hundred percent (100%) of the cost of the proposed improvement. LESSEE shall provide construction contracts for all work as the basis for the payment bond. The bond shall name COUNTY and LESSEE as beneficiaries and obligees respectively. A corporate surety admitted to conduct business as a surety in the State of California and acceptable to COUNTY shall issue the bond. The payment bond shall also benefit claimants as defined by Section 3085 of the California Civil Code or as amended so that such claimants shall have a right of action to recover in any suit brought to foreclose liens provided in Title 15, Part 4, Division 3 of the California Civil Code or in a separate suit brought on the bond.

The payment bond shall state that if LESSEE pays or causes to be paid all claims for labor, material, appliances, or power performed, furnished, or contributed in connection with said improvements, then surety shall no longer be bound.

LESSEE shall maintain the payment bond in full force and effect until all claims listed above have been paid as evidenced by the release of all claimants' mechanics liens and the expiration of all periods for the proper filing of mechanics' liens.

(11) Completion of Construction. LESSEE shall cause any construction once started to be diligently pursued to completion, subject only to unavoidable delays caused by supply shortages, strikes, or other conditions beyond LESSEE's control.

(12) Final Inspection & Acceptance. LESSEE shall notify COUNTY prior to the permitting authority's final inspection of any Tenant Improvement. Prior to such final inspection, LESSEE must receive the Director's written approval of the completion of the Tenant Improvement consistent with the requirements of this Lease and the Approved Construction Documents.

(13) As-builts. LESSEE shall provide COUNTY with a complete set of as-built drawings for any Tenant Improvements within 30 calendar days after COUNTY'S acceptance of the improvements.

(14) Guarantee of Workmanship & Materials. COUNTY acceptance of the Tenant Improvement shall not relieve LESSEE of the responsibility for faulty materials or workmanship. LESSEE guarantees that all workmanship and materials for the Tenant Improvement are free from defects and useful for the purpose for which they were constructed for the term of this Lease. LESSEE shall repair and replace all defective work together with any other work affected by the repair or replacement during this guarantee period at LESSEE's sole cost. Where possible, LESSEE shall insure that all third party warranties are transferable to COUNTY.

(15) County Owned Improvements. LESSEE agrees that all existing improvements as well as improvements made pursuant to this section shall become COUNTY property at the end of the Lease, unless otherwise agreed in writing before construction.

8. MAINTENANCE, REPAIR, AND REPLACEMENT

a. Condition of Premises. LESSEE shall keep and maintain the Premises in good, functional condition and repair for safe operations for the Permitted use under this Lease. LESSEE shall keep all facilities and grounds clean and aesthetically pleasing to the public who use such facilities. LESSEE will perform the following minimum maintenance tasks, to which the provisions of Section 7(a) (2), Prevailing Wages, apply:

(i) Repainting. LESSEE shall repaint or re-stain all interiors and exteriors of buildings and structures, which have painted or stained

surfaces at least once during the initial term of the lease and at least once during any extension of the initial term.

(ii) Pavement. LESSEE shall maintain all paved areas of roadways and parking lots as stated below, or more often, as needed:

- LESSEE shall make repairs (potholes, root cracks, alligator cracking, etc.) annually before each winter season.
- LESSEE shall seal all cracks at least once every three (3) years.
- LESSEE shall single chip seal (slurry seal entire surface) and restripe at least once every seven (7) years.

(iii) Track surface LESSEE shall maintain entire surface of track at all times, including repair of any cracks, chips or any other damage. LESSEE shall paint track lines on track at least once during the initial term of the lease and at least once during any extension of the initial term.

(iv) Waste. LESSEE at its sole cost and expense, shall arrange for the storage and disposal of all garbage and waste materials resulting from LESSEE'S operations to the reasonable satisfaction of Director.

(v) Graffiti Removal. LESSEE at its sole cost and expense, shall remove any graffiti on the Premises within 7 calendar days from the date the graffiti was applied.

b. Preventive Maintenance. LESSEE shall conduct preventative maintenance on a regular schedule or as recommended by the manufacturer of the specific materials or equipment.

c. County Maintenance. COUNTY will maintain all landscaped areas, including mowing, trimming and plantings. LESSEE will reimburse COUNTY for damage to landscape as a result of the actions of the LESSEE, its invitees or guests.

9. UTILITIES

a. Utility Failure. COUNTY shall not be liable for any damages resulting from any failure to furnish or delay in furnishing any utility service. LESSEE waives all claims against COUNTY for such failure. A temporary failure to furnish any of the services shall not be considered or interpreted as an eviction of LESSEE but LESSEE is relieved of any duty to fulfill any of the provisions of this Lease requiring public access.

b. LESSEE'S Obligation. LESSEE shall contract directly with the appropriate public utility for all gas, electricity, telephone service, or other utility furnished to or used by LESSEE and not expressly provided by COUNTY under this lease at LESSEE's sole cost and expense.

LESSEE shall indemnify and hold harmless COUNTY from and against any charge for the installation, connection, maintenance, and furnishing of all necessary utilities, meters and services.

LESSEE shall provide for the extension of any utility service or distribution lines (water, gas, electricity, telephone, garbage, sewage, or other) required to serve the Premises at its sole cost and expense.

LESSEE shall comply with all government-mandated water and energy conservation programs in fulfilling the obligations of this Lease.

c. **COUNTY'S Obligation.** COUNTY will provide water to existing facility improvements at no cost to LESSEE.

10. OPERATION STANDARDS

a. **Operation.** LESSEE shall operate the facilities to ensure public safety and enjoyment according to the standards and requirements stated in the attached Lease Monitoring Checklist, Exhibit C.

COUNTY may inspect and evaluate LESSEE'S operation at all reasonable times to ensure LESSEE'S compliance with this Lease. At each inspection/evaluation, COUNTY will complete the Lease Monitoring Checklist (See Exhibit C) for LESSEE'S review/comment. LESSEE will sign to indicate receipt and note areas of disagreement, if any. The Lease Monitoring Checklist will be used to assess LESSEE'S level of performance and provision of service to the general public which this Lease requires.

b. **Compliance with Laws.** During the term of this Lease, LESSEE shall comply with all requirements of all federal, state, and municipal governments, agencies, courts, commissions, boards, or any other body exercising authority over any aspect of the Premises.

c. **Integrated Pest Management.** LESSEE shall comply with the COUNTY'S Integrated Pest Management (IPM) ordinance attached as Exhibit D. LESSEE shall submit to COUNTY its program for use of any pesticides and herbicides on the Premises for COUNTY's review and approval before applying such substances on the Premises. If COUNTY denies the use of any pesticides or herbicides, LESSEE shall develop and submit to COUNTY for its review and approval a plan for adopting an integrated pest management program for the Premises.

d. **Quality of Service and Merchandise.** LESSEE represents and warrants that LESSEE has the necessary experience and qualifications to conduct operations for the Permitted Use described in Section 4. The Director may notify LESSEE in writing of any deficiencies in the way services

are offered to the general public, in the quality or display of merchandise, in the prices charged, and the appearance and condition of the Premises. Upon receipt of such notice, LESSEE agrees to immediately remedy any services or discontinue selling any merchandise the Director determines is not safe, incompatible with the Permitted Use, inconsistent with Parks' mission, or inadequate.

e. **Rates and Prices.** In consideration of the Rent charged under this Lease, the prices LESSEE charges for services and merchandise shall be reasonable and comparable to rates charged for similar goods or services in the community. LESSEE will submit proposed increases to the rates and charges in effect at the time of the Rent Commencement Date to COUNTY, with LESSEE'S Annual Report for review for conformance with this Section.

f. **Public Safety.** LESSEE shall maintain and operate the facilities to afford the highest practical degree of health, safety, and security for the public. LESSEE shall adhere to minimum safety requirements as follows:

(i) **Safety Procedures.** LESSEE shall develop emergency preparedness procedures and post notices for notification of fire, police, and public safety authorities.

(ii) **Lighting.** LESSEE shall provide and use adequate lighting.

(iii) **Fire Protection.** LESSEE shall comply with the current edition of the Uniform Fire and Building Code and requirements of the County Fire Marshal at its sole cost and expense.

(iv) **Fire Prevention.** LESSEE shall comply with COUNTY'S Memorandum of Understanding (MOU) with the State of California Department of Forestry (CDF) as outlined in the Santa Clara County Fire Prevention Operational Procedure attached as Exhibit E.

(v) **Accident Report.** LESSEE shall notify the Hellyer County Park staff at (408) 225-0225 (or most current phone number) immediately of any accident, but no later than 24 hours from the time of the accident. If an accident or illness requires medical treatment, COUNTY "Accident Report Form" should be transmitted to the Parks and Recreation Department within 24 hours, but no later than 72 hours following such an accident.

(vi) **Cardio-Pulmonary Resuscitation (CPR) and First Aid** LESSEE shall ensure a minimum of one staff person with a current American Red Cross or American Heart Association certification to perform CPR and First Aid is on site and available at all times the facility is open to the general public.

g. **Personnel.** All LESSEE'S employees or members that serve the public on the Premises shall be clean and neat in appearance and courteous at all

times. LESSEE' personnel and members may not solicit business not provided for in this Lease. LESSEE shall take proper steps to prevent the occurrence or reoccurrence of acts of misconduct by any employee or member on the Premises.

h. Sign Approval - LESSEE shall secure COUNTY approval and shall fulfill COUNTY sign standards for any signs to be placed on the Premises or anywhere else that refers to the Premises.

i. Credit in Promotional Materials and Signs - LESSEE shall include the following in all promotional materials about LESSEE'S operations on the Premises:

"Operated in partnership with the Santa Clara County Parks and Recreation Department"

The foregoing shall apply to signage or promotional materials created after the Rent Commencement Date and within 30 days from the Effective Date of this Lease, LESSEE shall install a sign at each entrance in accordance with this and Section 10.h. above.

11. HAZARDOUS MATERIALS

- a. Definition.** "Hazardous Materials" shall mean any hazardous or toxic substance, material, or waste, which is or becomes regulated by any governing authority, e.g., local, State of California, or United States governments. "Hazardous Materials" includes petroleum products, asbestos PCB's, and any material or substance which is:
- (i)** Listed under Article 9 or defined as hazardous or extremely hazardous according to Article 1, Title 22, California Administrative Code, Division 4, Chapter 20;
 - (ii)** Defined as a "hazardous waste" according to Section 14 of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903);
 - (iii)** Defined as a "hazardous substance" according to Section 10, Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601).
"Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body (including the U.S. Environmental Protection Agency, California Regional Water Quality Control Board, and the California Department of Health Services), which regulates the use, storage, release, or disposal of any Hazardous Material.

- b. **Hazardous Materials on Premises.** LESSEE shall not use, handle, store, transport, generate, release or dispose of any Hazardous Material on, under, or about the Premises, except that LESSEE may permit small quantities of common chemicals customarily used for standard bicycle repair to conduct business at the Premises. At any time during the Term of this Lease, LESSEE will, within ten (10) days after County's written request, disclose in writing all Hazardous Materials that are being used by LESSEE on the Premises, the nature of the use, and the manner of storage and disposal. LESSEE will store, handle and dispose of all such chemicals in strict compliance with environmental laws. LESSEE will keep Material Safety Datasheets on all such supplies on The Premises.
- c. **LESSEE Responsibility.** LESSEE shall be solely responsible for all releases of Hazardous Materials affecting the Premises from the date this Lease is executed except for any releases caused by COUNTY's actions.

LESSEE'S responsibilities include:

- (i) Notifying COUNTY in writing of:
- any enforcement, cleanup, removal, or other governmental or regulatory actions completed or threatened against LESSEE or the Premises according to any applicable hazardous materials laws.
 - all claims made or threatened by any third party against LESSEE or the Premises about damage, contribution, cost recovery, compensation, loss, or injury resulting from any Hazardous Materials.
 - LESSEE'S discovery of any Hazardous Materials on the Premises.
 - LESSEE'S discovery of any Hazardous Materials on any adjoining property, which LESSEE reasonably believes may affect the Premises.
- (ii) Obtaining COUNTY's written approval to take any remedial action to respond to the presence of any Hazardous Materials on the Premises (except for emergency situations or as required by governmental agencies having jurisdiction), entering into any settlement agreement, consent decree, or other compromise in any Hazardous Materials claims.
- (iii) After obtaining COUNTY's written approval, promptly taking any action necessary at LESSEE's sole cost to investigate and remediate any contamination or deterioration of water or soil resulting from the presence of Hazardous Materials at levels established as greater than acceptable by any government

- (iv) Ensuring that any handling, transportation, storage, treatment, disposal, or use of Hazardous Materials on the Premises shall be carried out in compliance with all applicable Hazardous Materials Laws and the provisions of this Lease.
 - (v) Ensuring that the Premises are in strict compliance with all Hazardous Materials Laws at all times, including notification, record keeping, and maintenance requirements.
- d. **Indemnity**. LESSEE shall indemnify, defend upon demand with counsel reasonably acceptable to COUNTY, and hold COUNTY harmless from any liabilities, losses, claims, damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses which result in any way from any cause or source of Hazardous Materials that LESSEE generated, brought onto, used, stored, or disposed of brings onto, the Premises.
- e. **Survival of Conditions**. LESSEE's obligations under this Section 11 shall survive the expiration or termination of this Lease. This Section establishes LESSEE's and COUNTY's rights and obligations. If any inconsistency between this Section and any other part of this Lease is found, the terms of this Section shall control.
- f. **Notice**. COUNTY and LESSEE shall each give written notice to the other as soon as possible of:
 - (i) any communication from any governmental authority about Hazardous Materials that relates to the Premises;
 - (ii) any contamination of the Premises by Hazardous Materials, which constitutes a violation of any Hazardous Materials Law.

12. ACCOUNTS AND RECORDS

- a. **Accounts and Records**. LESSEE shall keep true and complete records of all Operating Expenses and all Operating Revenue, including but not limited to, financial transactions, whether cash, credit, discounts, or in-kind services/products, accepted in exchange for advertising on the Premises, and of the expenditure of any reserve account for Rent. LESSEE shall retain original source documents such as sales slips, cash register tapes, purchase invoices, contracts, sponsorship agreements, interest

earned on reserve accounts, or other pertinent documents that show all revenue collected including but not limited to, sales of service and merchandise as well as money expended on operations and maintenance. LESSEE shall maintain and safeguard all books, records, and accounts of every kind or nature kept by the LESSEE relating to the operation under this Lease for the current year and the three (3) prior years.

b. Annual Reports. LESSEE shall deliver to COUNTY annually on the anniversary of March 30 following the Rent Commencement Date of this Lease a true and correct sworn statement of all operating revenue, and all operating expenses of the Premises, and accounting of Rent for the preceding calendar year showing separately the receipts from each business, concession service, number of participants and users served, reserve account balance, or activity conducted under this Lease. LESSEE shall also deliver to COUNTY on the same date a true and correct copy of their State and Federal income tax/information returns for the prior calendar year verifying their accounts and records and continued status as a non-profit organization.

c. Inspection of Records. All records kept by LESSEE, agents, employees, licensees, or concessionaires about the revenue and costs of operation and maintenance shall be available for inspection or audit by COUNTY, its agents or employees, upon request at all reasonable times.

d. Audit. COUNTY shall have the right to audit any or all such books, records, and accounts as needed to verify LESSEE'S calculation of Rent, use of Rent, and compliance with requirements for non-profit status at no cost to LESSEE. If such audit shows that LESSEE has not met the requirements for non-profit status, or has failed to reserve, spend or pay Rent as provided in Section 6 of this Lease during the period covered by the audit, LESSEE shall pay entire cost of the audit, and will pay to COUNTY, within fifteen (15) days after the COUNTY provides the audit report to LESSEE, the full amount of any Rent as defined in Section 6.

13. TAXES, CHARGES, AND ASSESSMENTS

a. Obligation for Taxes. LESSEE agrees to pay any tax or charge which shall be levied, imposed or assessed against LESSEE, LESSEE'S property, LESSEE'S interest in the Premises or assets or for which LESSEE may become liable under the provisions of this Lease before delinquency and without notice or demand. Any such payment made under this Section shall not reduce the amount of the base or percentage rent or any other monetary charge that LESSEE is required to pay to COUNTY under the provisions of this Lease.

b. Property Taxes - Possessory Interest. The terms of this Lease may result in the creation of a possessory interest. LESSEE shall be named as the party responsible for payment of the possessory interest tax. LESSEE shall pay all personal property taxes levied on such interest. LESSEE shall pay before delinquent all taxes, assessments and fees levied on LESSEE on said Premises or any interest in them, on any buildings, structures, machines, appliances or other improvements, or on any interest in them, or by reason of the business or other activities of the business in this Lease connected with the Premises.

c. Contest of Tax. If LESSEE wishes to contest or review by appropriate legal or administrative proceedings any tax or other charge specified under the provisions of this Section in good faith, LESSEE shall give COUNTY written notice of its intent to do so at least ten (10) days before the delinquency of such tax or charge, or within the applicable time period allowed by law. LESSEE may withhold payment of the tax being contested only if nonpayment is allowed during the pendency of such proceedings without the foreclosure of any tax lien or the imposition of any fine or penalty. The failure to pay any tax or charge within ten (10) days of determination of the amount due shall constitute default, and the obligation to pay the same shall survive the end of this Lease.

d. Tax Indemnification. LESSEE agrees to indemnify and hold harmless COUNTY, the Premises, and any improvements on the Premises from and against any liability, loss, or damage resulting from such contest or proceeding or from any tax or charge required to be paid by LESSEE, from any other sums imposed thereon, and from any proceedings to enforce the collection of any tax or charge for which LESSEE may be liable.

e. Payment by COUNTY. If LESSEE fails to pay any tax or charge required by this Lease, COUNTY may pay, discharge, or adjust such tax or charge for LESSEE'S benefit on five days' advance written notice to LESSEE. COUNTY is not obligated to pay such tax or charge. LESSEE, shall promptly reimburse COUNTY for the full amount paid by COUNTY in paying, discharging, or adjusting such tax or charge together with interest from the due date until the date that full payment is received at the maximum interest rate then allowed by law. Any receipt showing payment by COUNTY shall be *prima facie* evidence that the amount of such payment was necessary and reasonable and made by COUNTY on LESSEE'S behalf.

14. INSURANCE & WORKER'S COMPENSATION

a. **Basic Insurance.** During the term of this Lease, LESSEE shall maintain in full force and effect the policies and insurance coverage described in Exhibit B at LESSEE'S sole cost and expense.

b. **Review of Coverage.** The insurance requirements set forth above shall be subject to review by County's Employee Services Agency Insurance. COUNTY may revise the insurance requirements during the Term considering reasonably available insurance and operations. If at any time during risk assessment a report indicates that LESSEE'S activities are producing a risk which the COUNTY could not reasonably be expected to assume, COUNTY reserves the right to immediately close the Premises until COUNTY deems the risk is mitigated. COUNTY shall notify LESSEE in writing of changes in the insurance requirements. COUNTY may deem this Lease in default and end it without further notice to LESSEE, if LESSEE does not deposit with COUNTY a new insurance Certificate for each policy of insurance incorporating such changes within sixty (60) days of such notice.

15. ASSIGNMENT AND SUBLETTING

a. **Assignment by LESSEE.** LESSEE acknowledges that COUNTY has entered into this Lease based on the qualifications and experience of LESSEE and LESSEE'S non-profit status. LESSEE shall not voluntarily assign or encumber its interest in this Lease, without the COUNTY'S prior written approval, which may be withheld in the COUNTY'S sole and absolute discretion. Any dissolution, merger, consolidation, or other reorganization of LESSEE, or the sale or other transfer of more than fifty percent (50%) of the membership interests of LESSEE, or the sale of more than fifty percent (50%) of the value of the assets of LESSEE shall be deemed a voluntary assignment.

b. **Sublet by LESSEE.** LESSEE shall not sublet any part or all of the Premises without the Director's prior written approval, which approval or disapproval shall not be unreasonably delayed. Any sublease without such approval shall constitute an incurable default. LESSEE immediately and irrevocably assigns to COUNTY as additional security for LESSEE'S obligations under this Lease all rent from any subletting of all or a part of the Premises as permitted by this Lease. COUNTY may collect such rent and apply it toward LESSEE'S obligations under this Lease as assignee, attorney-in-fact for LESSEE, or receiver for LESSEE appointed on COUNTY'S application. However, until LESSEE defaults, LESSEE shall have the right to collect such rent.

If LESSEE subleases all or substantially all of the premises for all or substantially all of the remaining term of this lease with COUNTY'S consent,

LESSEE shall pay COUNTY seventy-five percent (75%) of the rent received by LESSEE from its sublease. It is the intent of the parties in interpreting this subparagraph that LESSEE may enter into agreements with other parties to provide services on the Premises without being subject to this subparagraph so long as LESSEE remains the operator of the facility. Any subleases that by themselves or in conjunction with other subleases would result in a substantial change in the operator of the facility shall be subject to this subparagraph.

c. **Fees.** If LESSEE requests subletting, LESSEE shall pay COUNTY'S reasonable costs incurred for each request, including, but not limited to, reasonable attorney's fees, whether or not consent is ultimately given.

d. **Involuntary Assignment.** No interest of LESSEE in this lease shall be assignable by operation of law (except that the transfer of this Lease by testacy or intestacy shall be considered a voluntary assignment). Each of the following acts shall be considered an involuntary assignment:

(i) **Bankruptcy.** If LESSEE is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which LESSEE is the bankrupt;

(ii) **Partner's Bankruptcy.** If LESSEE is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

(iii) **Writ.** If a writ of attachment or execution is levied on this Lease;

(iv) **Receiver.** If, in any proceeding or action to which LESSEE is a party, a receiver is appointed with authority to take possession of the Premises.

e. **Default and Cure.** An involuntary assignment shall constitute a default by LESSEE, and COUNTY shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of LESSEE unless the involuntary assignment is cured as follows:

(i) **Cure of Writ.** If a writ of attachment or execution is levied on this lease, LESSEE shall have ten (10) days in which to cause the attachment or execution to be removed.

(ii) **Involuntary Proceeding.** If any involuntary proceeding in bankruptcy is brought against LESSEE, or if a receiver is appointed, LESSEE shall have sixty(60) days in which to have the involuntary proceeding dismissed or the receiver removed.

(iii) **Involuntary Assignment.** Except as provided in (1) and (2) above, LESSEE shall have no right to cure any involuntary assignment.

16. RESTORATION AND SURRENDER OF PREMISES

a. **Restoration.** When the Lease ends for any reason, LESSEE shall vacate the Premises, remove LESSEE's personal property, except COUNTY owned improvements as specified in Section 3 (b) and 7 and repair any damage or injury to the Premises or facility caused by LESSEE's operation or removal. LESSEE shall restore the Premises to the same condition as when LESSEE took possession, less reasonable wear and tear.

If LESSEE fails to remove LESSEE'S property and restore the Premises within thirty (30) days from termination, LESSEE shall be deemed to have abandoned the property not so removed at COUNTY'S option. Abandoned property shall either become COUNTY's property without compensation, or COUNTY may cause it to be removed and the Premises to be restored at LESSEE'S sole expense. LESSEE shall pay to COUNTY the cost of such removal, disposal, and restoration.

b. **Surrender of Premises.**

No act by COUNTY, its elected officials, officers, agents, or employees during the term granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid, unless it is made in writing, addressed to LESSEE, and signed by COUNTY.

17. DEFAULT

a. **Event of Default.** Each of the following shall constitute an "event of default:"

- (i) Failure to pay any monetary obligations of LESSEE, including but not limited to Rent, under this Lease and continuance of such failure for five (5) days after LESSEE's receipt of written notice specifying the non-payment;
- (ii) Failure to comply with maintenance or operational standards;
- (iii) Voluntary or involuntary assignment of the Lease;
- (iv) Failure to maintain records of Operating Revenue or Operating Expenses, or to provide reports of such;
- (v) Sublease or assignment without COUNTY prior approval;
- (vi) Failure to perform any other obligation under this Lease;
- (vii) Failure to operate in accordance with Section 4;
- (viii) The appointment of a receiver or custodian to take possession of substantially all of LESSEE'S assets or of this Leasehold when this appointment is not withdrawn or dismissed in sixty (60) days;

- (ix) LESSEE becomes insolvent or declares in writing it is unwilling to pay its debts as they become due; or any court enters a decree or order directing the winding up or liquidation of LESSEE or substantially all of its assets; or LESSEE takes any action toward the dissolution or winding up of its affairs or the end or suspension of this use of the Premises; or
- (x) Attachment, execution, or other judicial seizure of substantially all of LESSEE'S assets or this leasehold, which are not dismissed, bonded, or stayed within sixty (60) days.
- (xi) LESSEE'S failure to maintain tax exempt status.

b. Notice of Default. If LESSEE violates any of the conditions of this Lease, COUNTY shall give LESSEE written notice of default, including a statement of the specific violation and demand for correction. If LESSEE does not cure the default within ten days (Cure Period), or commence to cure with diligent and good faith effort where the cure cannot be completed within the Cure Period, COUNTY may terminate this Lease and pursue all available remedies at law.

c. COUNTY'S Remedies for Default. COUNTY has the right to end this Lease and pursue all lawful remedies if LESSEE does not correct a violation of the Lease or show reasonable cause for not doing so within the Cure Period.

d. Liability for Breach. Termination for default shall not excuse LESSEE from any liability for damages for breach of contract.

19. DAMAGE AND DESTRUCTION TO PREMISES

a. Due To Risk Covered By Insurance. If, during the term, the Premises are damaged or destroyed from a risk covered by insurance, rendering the Premises totally or partially inaccessible or unusable, the proceeds of such insurance shall be paid to COUNTY. Provided the cost of repairing such damage or destruction is less than \$200,000, and such insurance proceeds are available to pay that amount in full, LESSEE at its sole option and discretion, may restore the Premises to substantially the same condition as they were in immediately before the damage or destruction, and COUNTY shall reimburse LESSEE for the cost of such restoration from the insurance proceeds. LESSEE may elect not to restore the Premises and instead terminate the Lease, and shall provide COUNTY with written notice of its election to restore or terminate within 30 days of the destruction. In the event the cost of repairing such damage or

destruction is more than \$200,000, COUNTY may, at its sole option and discretion, elect to restore the Premises or terminate the Lease. COUNTY shall provide LESSEE with written notice of its election within 30 days of the destruction of the facilities.

b. Due To Risks Not Covered By Insurance. If, during the term, the Premises are totally or partially destroyed, or the condition of the Premises' Pavement or track surface are damaged so that safe operations cannot be conducted, from a risk not covered by insurance, rendering the Premises totally or partially inaccessible or unusable, LESSEE, at its sole option and discretion, may elect to restore the Premises or terminate the Lease. If LESSEE elects to terminate the Lease, LESSEE, within thirty (30) days after delivering LESSEE'S notice to terminate, COUNTY may elect to pay the cost of restoration, in which case COUNTY shall restore the Premises. If LESSEE elects to terminate this Lease, and LESSEE does not elect to contribute toward the COUNTY'S cost of restoration as provided in this paragraph, the COUNTY may terminate the lease.

c. Termination after Destruction. In the event of termination under this Section, termination shall be the sole and absolute remedy for each party.

20. GENERAL PROVISIONS

a. Binding Effect. The conditions in this Lease shall bind the respective successors, assigns, heirs, and legal representatives of the parties.

b. Non-discrimination in Employment and Provision of Services.
LESSEE shall not discriminate against any person or persons because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status as provided by law, including employment or use of facilities on the Premises. LESSEE shall indemnify and hold COUNTY harmless for any failure to comply.

c. Entire Agreement.
This Lease and any exhibits or addenda set forth all conditions and understandings between COUNTY and LESSEE about the Premises. There are no conditions or understandings, oral or written, between the parties other than those set forth in the Lease.

d. Changes.
This Lease may be changed, waived, or added to only in writing signed by both parties.

e. **Notices.**

Communications relating to this Lease or under the unlawful detainer statutes of California shall be in writing and shall be delivered personally, sent by United States mail, first class postage prepaid, or by private messenger or courier service, to the addresses below:

County of Santa Clara
Parks and Recreation Department
Real Estate Services
298 Garden Hill Drive
Los Gatos CA 95032-7669

Northern California Velodrome Association
985 Hellyer Avenue
San Jose, CA 95111

Any change in address shall be sent by written notice to the other party and delivered according to this Section.

f. **Personal Liability.**

No personal liability shall attach to any officer or employee of either party for any financial obligation under this Lease.

g. **Remedies Cumulative.**

All remedies conferred on COUNTY and LESSEE by this Lease and by law shall be deemed cumulative. No one remedy shall be deemed to be exclusive of the other or of any other remedy conferred by this Lease or by law.

h. **Severability.**

If any provision of this Lease or any specific application shall be deemed invalid or unenforceable, the remainder of this Lease or the application of the provision in other circumstances shall not be affected.

Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

i. Text to Prevail Over Headings.

The captions and section headings appearing in this Lease are included for convenience only and do not in any way limit or amplify the terms or provisions of this Lease.

j. Waiver.

Waiver by COUNTY or LESSEE of any breach of any condition of this Lease shall not be deemed to waive the same condition on a future occasion. COUNTY's acceptance of fees shall not be deemed a waiver of any preceding breach by LESSEE of any obligation other than the failure of LESSEE to pay the fee so accepted. No condition of this Lease shall be waived by COUNTY or LESSEE, unless the waiver is in writing and signed by the party making the waiver.

k. Delegation of Authority to Director.

By execution of this Lease, the Board of Supervisors of Santa Clara County grants to the Director of the Parks and Recreation Department the power and authority to administer this Lease, including granting any approval or consent, provide extensions described in this Lease, or provide notice of default and, if necessary, termination. Any decision made by the Director shall be binding on the County and any third party may rely on the Director's authority to so decide.

This Lease is executed on the latest date shown below:

COUNTY OF SANTA CLARA

By: _____

Liz Kniss, President
Board of Supervisors

Date _____

Northern California Velodrome Association

By: _____

Brian Peterson, President

Date _____

By: _____

Rick Adams, Treasurer

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

MARIA MARINOS

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

KATHERINE HARASZ

Deputy County Counsel