

CITY OF ALAMEDA

CONCESSION AGREEMENT FOR RESTAURANT OPERATIONS

AT THE CHUCK CORICA GOLF COMPLEX

This Concession Agreement For Restaurant Operations at the Chuck Corica Golf Complex ("Agreement") is made and entered into as of this ____ day of December 2015, by and between the CITY OF ALAMEDA, a California municipal corporation ("City"), and Dialemi Inc., a California Corporation ("Concessionaire"), who agree as follows:

ARTICLE 1 PARTIES

- 1.01 City owns and operates the Chuck Corica Golf Complex in the City of Alameda, County of Alameda, California, located at 1 Clubhouse Memorial Drive, and more particularly described in Exhibit A which is attached to this Agreement and incorporated herein by this reference (the "Golf Complex"). Within the Golf Complex is an area defined in Section 2.01 as the "Premises".
- 1.02 Concessionaire acknowledges that City is leasing the Golf Complex, except for the Premises (as defined in Section 2.01), to Greenway Golf Associates, Inc., a California corporation ("Golf Tenant") that is operating the Golf Complex, including the Common Areas.
- 1.03 City acknowledges that an affiliate of Concessionaire owns and operates a coffee shop known as "Jim's Coffee Shop" and "Jim's Homestyle Diner" located at 2333 Lincoln Avenue, Alameda, California 94501 ("Concessionaire's Other Business") separate and independent of the restaurant and related concession business that Concessionaire will own and operate at the Golf Complex pursuant to the terms of this Agreement.
- 1.04 This Agreement shall replace and supersede in its entirety the current Concession Agreement between City and Concessionaire.

ARTICLE 2 PREMISES AND USE

- 2.01 Definition of Premises. As used in the Agreement, the term "Premises" means and currently consists of (a) the Building, which contains a restaurant and bar facility, of approximately four thousand five hundred (4,500) square feet in size (the "Building"), and (b) the exclusive rights to use (i) a portion of the outdoor patio adjacent to the Building (collectively, the "Building and Patio Area") and (ii) a Snack Shack located on the North Course (the "NC Snack Shack"). Concessionaire may add a food truck at the driving range ("Food Truck") and construct a Snack Shack on the South Course in the future (the "SC Snack Shack"), pending final approval of the City Manager's Designee (as defined in Section 3.03) and Concessionaire having obtained any required City permits. Concessionaire is required to make improvements to the existing facility and construct an enclosed Patio adjacent to the north and northeast edge of the Building, extending no more than thirty (30) feet from the Building (the

"Enclosed Patio") as provided in Section 6.03. After Concessionaire constructs the Enclosed Patio and in the event Concessionaire constructs the SC Snack Shack, each such construction shall become a part of and included in the definition of the Premises.

- 2.02 Concession. In consideration of the payment of concession fees and Concessionaire's performance of all the covenants and conditions of this Agreement, City hereby grants and licenses and provides to Concessionaire, and Concessionaire hereby accepts such grant and license, and the providing of the Premises for the operation of a concession business at the Premises ("Concessionaire's Golf Complex Business") for the Term (as defined in Section 3.01) and upon the terms, covenants and conditions set forth in this Agreement.
- 2.03 Use. Concessionaire shall maintain, operate and use the Building, Patio Area, and Enclosed Patio (once constructed) for a restaurant and bar, catering and banquet services. Concessionaire shall use the NC Snack Shack (and the Food Truck, if added as provided in Section 2.01 and the SC Snack Shack, if constructed by Concessionaire as provided in Section 2.01 and Article 6) to provide food and beverage service to patrons of the Golf Complex.
- 2.04 Business Operations. Concessionaire shall operate Concessionaire's Golf Complex Business at the Premises during the Term unless prevented from doing so because of an occurrence of a force majeure event as provided in Section 13.04. Concessionaire shall keep Concessionaire's Golf Complex Business open to the public and diligently operate Concessionaire's Golf Complex Business conducted therein, using sufficient number of trained personnel for service, each day of the year that the Golf Complex is open, so as to attract the maximum volume of trade or patronage available. Concessionaire shall conduct Concessionaire's Golf Complex Business at all times in a first-class manner consistent with all governmental and insurance requirements and reputable business standards and practices, in good faith and in such manner so Concessionaire's Golf Complex Business at the Premises is held in high reputation.
- 2.05 City's Entry. City and the City Manager Designee shall have the right to enter and inspect the Premises at any time the Premises are open or at any time upon written notice served twenty-four (24) hours in advance. City may enter Premises for business reasons, including, but not limited to (i) to determine whether the Premises are in good condition and whether Concessionaire is complying with Concessionaire's obligations under this Agreement; (ii) to serve, post or keep posted any notices required or allowed under this Agreement; and (iii) to show the Premises to prospective brokers, agents, buyers, tenants or persons interested in an exchange. City's exercise of its rights under this Section 2.05 shall be in a commercially reasonable manner, and City shall use its commercially reasonable efforts to minimize its interference with the business activity of Concessionaire.
- 2.06 Restrictions. Concessionaire shall not conduct or permit to be conducted any private or public nuisance on the Premises, nor conduct or permit any waste thereon. Concessionaire shall, at Concessionaire's expense, comply with all

laws, ordinances and regulations applicable to the Premises and the business conducted thereon, including City's non-smoking ordinance.

- 2.07 Concessionaire's operation of the NC Snack Shack, Food Truck (if added and the SC Snack Shack, if constructed) and Concessionaire's use of the Premises shall avoid material conflicts with Golf Tenant's operation of the Golf Complex under Golf Tenant's agreement with City.

ARTICLE 3 TERM

- 3.01 The term of this Agreement is fifteen (15) years ("Term").
- 3.02 Option to Extend. In addition to the Initial Term defined in Section 3.01 above, Concessionaire shall have the option to extend the Agreement on the same terms and conditions as those contained herein for an additional period of ten (10) years provided that Concessionaire has satisfied the following standards:
- (1) Concessionaire has, at all times, complied with the terms of this Agreement, both for payment and performance. Performance may include, but is not limited to, timely payment of the Monthly Concession Fee, performance of its construction and other obligations, and satisfactory customer service at the restaurant, on-course, and tournament dinners.
 - (2) The physical condition of the Premises are in compliance with the requirements of this Agreement.

Concessionaire shall notify the City before December 2029 whether it elects to extend the Initial Term. The Agreement shall terminate at the end of the Initial Term unless both Parties have affirmatively agreed to the extension.

- 3.03 The Term will commence on the date that is the effective date of the City ordinance authorizing this Agreement between the City and Concessionaire ("Commencement Date").

Pursuant to Section 1.04, the current Concession Agreement between Concessionaire and the City will terminate and be of no further force or effect as of the Commencement Date.

- 3.04 City's Representative. The City Council designates the City Manager or the City Manager's designee, as may be designated from time to time (the "City Manager's Designee"), who is authorized, on behalf of the City, to administer this Agreement and monitor Concessionaire's compliance with the terms hereof. The City Manager's designee is also authorized to amend the Exhibits and Schedules to this Agreement on behalf of the City; provided, however, the City Council must approve any material amendment to this Agreement or the termination of this Agreement. The City Manager's Designee as of the Commencement Date is the City's Recreation and Parks Director. Concessionaire shall meet with the City Manager's Designee, at least monthly, to review operations. Concessionaire shall consider in good faith the requests and recommendations of the City Manager's Designee to enhance maintenance

and operation of the Premises. Since the Premises are owned by the City, Concessionaire will be required to contribute to the betterment of the quality of life for the residents by utilizing, when feasible, local vendors and supporting City charitable events.

ARTICLE 4 FEES AND OTHER PAYMENTS

- 4.01 Monthly Concession Fee. Concessionaire's monthly concession fee payable to City shall, except as provided below with respect to the construction of the Enclosed Patio as provided in Section 2.01, be a percentage of Gross Revenues (as such term is defined in Section 4.02) based on the following (the "Monthly Concession Fee"):

Years 1 – 6 5.0%

Years 7 – 25 7.5%

The City shall waive two (2) years of the Monthly Concession Fee (the "Waived Monthly Concession Fee") beginning the first full month after both of the following are completed:

- 1) The City issuing a certificate of occupancy for the Enclosed Patio.
- 2) Interior renovations, as required by this Agreement in Article 6.

During that two (2) year period of the Waived Monthly Concession Fee, Concessionaire will continue to be responsible for all utilities, including gas, water, electricity, and sewer. Notwithstanding the fact that the end of the two (2) year period of the Waived Monthly Concession Fee may occur prior to the end of the first six (6) years following the Commencement Date, at the end of the two (2) years of the Waived Monthly Concession Fee, the Monthly Concession Fee shall be five (5%) until the commencement of year seven (7), at which time the Monthly Concession Fee shall increase to seven and five tenths percent (7.5%) and continue at this rate through the remaining portion of the Term of this Agreement.

- 4.02 Capital Improvement Payments. Concessionaire shall make monthly payments to the City's Golf Course Capital Improvement Reserve Account in the amount of 0.5% of Gross Revenues ("the Capital Improvement Payment") and the amount of the Capital Improvement Payment, as calculated in this section, shall be deducted from the monthly Gross Revenues as that term is defined in Section 4.03 and before any deduction from the Gross Revenues pursuant to this Section. The Capital Improvement Payments are to be used exclusively for capital improvements to the Premises, which improvements are to be approved jointly by City and Concessionaire. The amount of the Capital Improvement Payments shall be based upon the prior year's annual Gross Revenues multiplied by 0.5% and paid by Concessionaire in 12 equal monthly installments. The City and the Concessionaire shall meet annually to discuss the use of the Capital Improvement Payments and the timing of the construction of capital improvements to the Premises with the Capital Improvement Payments. Any disagreement between the City and Concessionaire as to the use of the Capital

Improvement Payments or when the Capital Improvement Payments should be used for capital improvements to the Premises shall be resolved through the dispute resolution process (Article 13.).

- 4.03 "Gross Revenues," as used in this Agreement shall mean the entire amount of the actual sales price, whether for cash or otherwise, from all food and beverage sales and services (less credit card discounts or fees, employee meals, and no-fee promotional transactions) in, upon or from any part of the Premises including the Enclosed Patio, (once constructed), and the Food Truck (if added) and the SC Snack Shack (if constructed), . Gross Revenues shall include revenues from banquets and catering. Gross Revenues shall include receipts by electronic media; mail or telephone orders received or filled at the Premises; all deposits not refunded to purchasers; orders taken for food and beverage sales and services for Concessionaire's Golf Complex Business, although such orders may be filled, billed, or collected elsewhere; and sales upon installment, credit or lay-away, each of which shall be treated as a sale for the full price in the months during which such sale is made, irrespective of the time when Concessionaire shall receive payment from its customer. No deductions shall be allowed for uncollected or uncollectable credit accounts.

Gross Revenues shall not include: (i) any food and beverage and other sales and services filled, billed and collected in connection with Concessionaire's Other Business or, subject to the City's agreement, any other new business owned or operated by Concessionaire in the future; (ii) service charges (tips) which are collected by Concessionaire, except for the portion (if any) thereof retained by Concessionaire; (iii) any sums collected and paid out by Concessionaire for any sales or excise taxes imposed by and accounted for by Concessionaire to any duly constituted government authority; (iv) the exchange of merchandise between Concessionaire and its affiliates where such exchange of merchandise is made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale; (v) the amount of returns to shippers, vendors or manufacturers; (vi) proceeds from the sale of fixtures, equipment or property that is not stock in trade; (vii) any sum received by Concessionaire in settlement of claims for loss or damage to merchandise; and (viii) "Bulk Sales" as such term is defined in Section 6102(a)(3) of the California Uniform Commercial Code. There shall be deductible from Gross Revenues the amount of any cash or credit refund made upon any sale in or from the Premises, previously included in Gross Revenues hereunder, not to exceed the sum so previously included, where any goods or merchandise sold are thereafter returned by the purchaser and accepted by Concessionaire.

- 4.04 Concessionaire shall pay the fees payable under this Article 4 for the applicable month during the Term based on Gross Revenues for such applicable month on the tenth (10th) day of the second month following such applicable month, and shall be deemed delinquent if not paid on or before such date. By way of example only, the fees payable under this Article 4 for the month of January 2016 shall be due and payable on March 10, 2016 and shall be delinquent if not paid by that date.. If the City does not receive the payment of the Monthly Concession Fee by the due date, Concessionaire will pay a penalty of 5% of the Monthly Concession Fee for that month for any delinquent payment amde within 30 days after the due date. After 30 days of delinquency, Concessionaire

will pay a penalty of 10% of the Monthly Concession Fee for that month until the Monthly Concession Fee and any applicable penalties are paid. The Concessionaire's failure to make timely payments of the Monthly Concession Fee also constitutes grounds for termination of this Agreement. Payment shall be made to City of Alameda, Finance Department, 2263 Santa Clara Avenue, Alameda, CA 94501.

- 4.05 Concessionaire shall pay before delinquency all taxes (including property taxes or possessory interest tax levied on or assessed against Concessionaire's interest in the Premises), assessments, license fees, including business license fees, and other charges ("taxes") that are levied and assessed against Concessionaire for the use of the Premises including Concessionaire's personal property installed or located in or on the Premises, and that become payable during the Term. On demand by City, Concessionaire shall furnish City with satisfactory evidence that Concessionaire has made these payments.

ARTICLE 5 OPERATION OF PREMISES

- 5.01 Utilities. For the Premises, Concessionaire will pay at Concessionaire's sole cost and expense the following utilities: gas, water, electricity, sewer, garbage, and telecommunications, which utilities are separately metered solely for consumption at, or on, the Premises. Concessionaire shall, at Concessionaire's sole cost and expense, provide for cable television and grease removal services.
- 5.02 Operation and Maintenance. Concessionaire is responsible for the maintenance and repair of the entire Premises, including all structural elements and building systems. Concessionaire shall, at its sole cost and expense, maintain and operate the Premises in a clean, safe, wholesome, and sanitary condition, free of trash, garbage, or obstructions of any kind, and in compliance with any and all applicable present and future laws, general rules and regulations of any governmental authority in force now or at any time during the Term of this Agreement relating to sanitation, public health, safety, or welfare.
- 5.03 Repairs. Concessionaire shall remedy or repair without delay any defective, dangerous, or unsanitary conditions. Concessionaire shall correct such situation within reasonable time, or City may, at its option, do so at Concessionaire's sole cost and expense, payable upon demand, provided that City shall have first provided reasonable notice of such condition to Concessionaire, and Concessionaire shall have failed or refused to correct such situation within a reasonable period of time.
- 5.04 Non-Maintenance Repair and Replacement Obligations. Concessionaire shall not be responsible for the maintenance, repair, or replacement of landscaping in or around the Premises.
- 5.05 Equipment. Concessionaire shall supply at Concessionaire's sole expense, cash registers, utensils and dishes, and FF&E (as such term is hereinafter defined in Sec. 6.04) to be used on the Premises.

- 5.06 Signage. Concessionaire shall maintain, at Concessionaire's sole expense, signage identifying Concessionaire's Golf Complex Business.
- 5.07 Liquor License. Concessionaire shall maintain for the duration of this Agreement Concessionaire's Type 47 On Sale General Eating Place liquor license No. 47-435019 issued by the California Department of Alcoholic Beverage Control ("ABC"), which includes the authority to sell beer, wine and liquor at the Golf Complex, the Premises (including the Enclosed Patio), the NC Snack Shack and the Food Truck (if added) and the SC Snack if constructed ("Concessionaire's ABC License").

ARTICLE 6 IMPROVEMENTS

- 6.01 Premises Improvements. Concessionaire accepts the Premises in the condition existing on the Commencement Date. Concessionaire, at its sole expense, shall make needed improvements to the aesthetics of the Premises, subject to City approval, which approval shall not be unreasonably withheld or delayed including, but not limited to, painting, new carpet, restroom, kitchen and exterior façade improvements. Concessionaire shall obtain and comply with all required City permits. Concessionaire shall consult with Golf Tenant to match color schemes and design styles for all improvements at the Premises to ensure consistency of style throughout the Golf Complex and City shall provide its approval with respect thereto, which approval shall not be unreasonably withheld.
- 6.02 Enclosed Patio. In conjunction with Section 2.01, Concessionaire, at Concessionaire's sole expense, shall within ninety (90) days of the Commencement Date, submit plans for an approximately three thousand (3,000) square feet Enclosed Patio and shall complete construction of the Enclosed Patio within twelve (12) months of the City's approval. Concessionaire shall pay all costs relative to the construction of the Enclosed Patio including design, environmental review, permit processing, building permits, and construction. If the City's Building Department determines that a fire sprinkler is required, the City will be responsible for and pay the fire meter installation costs and Concessionaire shall be responsible for and pay all other associated costs including the cost to install piping from the water meter located on Island Drive to the Premises. Concessionaire shall construct the Enclosed Patio adjacent to the north and northeast edge of the Premises.
- 6.03 Financial Commitment. To assure the City that that the Enclosed Patio is started and completed as provided in Article 6, Concessionaire shall within fifteen (15) days of the City's approval of the Enclosed Patio as set forth in Section 6.02, provide to the City, in a form reasonably acceptable to the City Attorney, a letter of credit from a financial institution acceptable to the City in the estimated amount to construct the Enclosed Patio. The letter of credit shall be in the favor of City and shall provide that the City shall have the unilateral right to draw on the letter of credit if Concessionaire has failed either to start construction as provided in this section or has started construction but is not diligently pursuing construction such that the construction of the Enclosed Patio will not be completed as provided in this section.

In the alternative, Concessionaire may provide to the City, in a form acceptable to the City Attorney, a payment, performance and warranty bonds from a surety company acceptable to the City. The payment and performance bond shall each be in the full amount of the estimated amount to construct the Enclosed Patio and the warranty bond shall be in the amount of 10% of the estimated amount to construct the Enclosed Patio.

- 6.04 Building Improvements. Concessionaire shall repair and rehabilitate the Building, including improvements to the kitchen, main dining area, snack bar, bar area and bar patio, as more specifically described in Section 6.04 (collectively, the "Building Improvements"). Concessionaire shall be responsible for and pay all costs for repairs and rehabilitation, including design, permit processing fees, building permit fees, and construction. Concessionaire shall complete the following interior improvements within twelve (12) to twenty-four (24) months, as described below, of the commencement of this Agreement (Sec. 3.02).

- 6.05 Description of the Building Improvements. The Building Improvements shall consist of the following:

To be completed within twelve (12) months of the commencement of this Agreement:

- Snack Bar
 - New flooring, wall covering, and paint
- Main Dining Area
 - Replace flooring, tables, wall covering, ceiling tiles, and lighting
 - Replace windows and window treatment
- Bar Area
 - Replace ceiling tiles, lighting, bar tables, flooring and liquor display
- Bar Patio
 - Define area with pavers
 - Add umbrellas, outdoor tables, chairs, and patio heaters

To be completed within twenty-four (24) months of the commencement of this Agreement:

- Kitchen
 - Electrical and plumbing upgrades
 - Convection oven and exhaust system
 - Work tables and banquet prep area
 - Expanded refrigeration and dishwashing
- Snack Bar
 - Plumbing upgrades
 - Replace counter area
- Bar Area
 - Upgrade refrigeration and dishwasher

- 6.06 Improvement Authorization. For the Enclosed Patio, Concessionaire's architectural and engineering plans, detailed cost estimates, and construction timeframe are subject to the approval of the City, including the City Golf

Commission, the City Planning Board, and the City Council. Concessionaire shall not, without City's prior written consent, which consent shall not be unreasonably withheld or delayed, make any structural alterations, improvements, or additions of a structural nature, or exterior design modifications (the "Alterations") in, on or about the Premises. Any such approved Alterations shall be at Concessionaire's sole expense. All work with respect to Alterations and utility installation must be done in a good and professional manner and diligently prosecuted to completion. Except as provided in Section 6.07, any such improvements shall be the property of City.

- 6.07 Ownership of Property. All furniture, fixtures, equipment, materials and other personal property which are installed by Concessionaire on the Premises or are otherwise brought upon the Premises ("Concessionaire's FF&E") are owned by Concessionaire. Upon termination of this Agreement, Concessionaire shall either (i) sell all or any portion of Concessionaire's FF&E to the new concessionaire at the Premises and/or (ii) remove any or all of Concessionaire's FF&E not so sold within thirty (30) days following such termination at Concessionaire's sole cost. Should Concessionaire fail to remove Concessionaire's FF&E within thirty (30) days from the date requested by City, then such improvements shall be deemed abandoned and City may dispose of such improvements and charge Concessionaire for the costs of such disposal.
- 6.08 Property. City acknowledges that for Concessionaire to construct the Enclosed Patio and, in the event Concessionaire elects to purchase the Food Truck and/or to construct the SC Snack Shack, Concessionaire will need to obtain a loan ("Concessionaire's Construction Loan") from a third party lender ("Concessionaire's Lender") which will require Concessionaire to secure Concessionaire's Construction Loan by assigning and granting a security interest in Concessionaire's FF&E, which include the furniture, fixtures, materials, equipment and other personal property used in connection with the construction of the Enclosed Patio and if constructed by Concessionaire, the SC Snack Shack and perfecting same by the filing of UCC-1 Financing Statements with the California Secretary of State and a UCC-1 Financing Statement "fixture filing" with the Alameda County Recorder, all pursuant to Division 9 of the California Uniform Commercial Code. Except for the foregoing purposes, Concessionaire shall not encumber, mortgage or transfer any City property and shall not permit any condition to exist which would then, or upon the passage of time, create any lien or encumbrance on any City property.
- 6.09 SC Snack Shack. Concessionaire may also, in Concessionaire's discretion, construct the SC Snack Shack.

ARTICLE 7 OPERATION OF FOOD AND BEVERAGE SERVICE

- 7.01 Operations. Concessionaire shall have the exclusive right to provide food and beverage service at the Golf Complex. Such food and beverage service shall include the operation of a restaurant and bar facility, catering and banquet service, and on-course service and snack shacks, each of which shall provide food and beverage service to patrons of the Golf Complex, including at the driving range.

- 7.02 Hours. Concessionaire's business operations at the Premises shall be open for breakfast and lunch each day of the year that the Golf Complex is open, including limited food and beverage service during construction of the Enclosed Patio.

Concessionaire must open the Premises thirty (30) minutes prior to the first morning tee time and remain open until the golf course closes. The NC Snack Shack (and the SC Snack Shack if constructed) shall be open each day from 9:00 a.m. to 5:00 p.m.

- 7.03 Staffing. Concessionaire shall hire at Concessionaire's own expense a professional manager or combination of staff to manage and to conduct day-to-day operations on the Premises in order to serve adequately a significant number of restaurant, on-course, and tournament patrons with quality food and service. This manager shall be trained on service related to golfers by a City-approved golf professional.

- 7.04 Annual Plan. Concessionaire shall, on or before January 31 of each year during the Term, submit to City an annual sales and marketing plan and operating and capital improvement plan, including a quality control plan for the Premises ("Annual Plan"). City shall have the right to comment upon and make suggestions with respect to the Annual Plan.

ARTICLE 8 INDEMNITY AND INSURANCE

- 8.01 Indemnification. As to any loss arising from or in any manner connected with Concessionaire's use of the Premises and the Golf Complex or any default under this Concession Agreement, Concessionaire shall indemnify, hold harmless and defend City and its agents, officers and employees against each and every claim, demand, assertion of liability and action, including attorneys' fees incurred by City, as a result of any legal action whatsoever arising or alleged to arise from any act or omission, direct or indirect, passive or active, of Concessionaire or any agent, servant, employee or contractor of Concessionaire, or any subcontractor or employee of any of them, whether for death, personal injury or damage to property, including claims, demands, assertions of liability and actions by any agent, servant, employee or contractor of Concessionaire or of any subcontractor or employee of any of them or by any other person, unless such claim arises from the active negligence or willful acts or omissions to act or misconduct of City, Golf Tenant or any other tenants, licensees or other occupants of any portion of the Golf Complex.

- 8.02 Insurance. On or before the commencement of the Term, Concessionaire shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 8.02 A, B, C, and D. Such certificates, which do not limit Concessionaire's indemnification obligations as provided in Section 8.01, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." Concessionaire shall maintain in force at all times

during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

City, its City Council, boards and commissions, officers, employees and volunteers, shall be named as additional insureds under all insurance coverages. The naming of the additional insureds shall not affect any recovery to which such additional insureds would be entitled under the policy if not named as such additional insureds. An additional insured shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on the policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by the policy.

A. **COVERAGE:**

Concessionaire shall maintain the following insurance coverage:

(1) **Workers' Compensation and Employer's Liability:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability insurance and contractual liabilities for performance of indemnity obligations, for limits of liability not less than the following:

Bodily Injury and Property Damage:
\$2,000,000 each occurrence
\$4,000,000 annual aggregate
Personal Injury Liability:
\$2,000,000 each occurrence
\$4,000,000 annual aggregate
Liquor Liability:
\$2,000,000 each occurrence
\$4,000,000 annual aggregate

ISO Special Form (formerly "All Risks") insurance covering the Premises (including the Enclosed Patio, once constructed), the NC Snack Shack, the SC Snack Shack (if constructed), furniture, fixtures, and all other improvements, alterations and additions to the Premises.

Business Interruption, loss of income and extra expense coverage for a period of one year.

(3) **Automotive**

Comprehensive automotive liability coverage in the following minimum limits:

\$1,000,000 each occurrence
\$2,000,000 annual aggregate

- (4) "ISO Special Form" (formerly "All Risks") property insurance covering trade fixtures, merchandise and other personal property from time to time, on or upon the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost.

A. Subrogation. Waiver. In the event of loss due to any of the perils for which Concessionaire has agreed to provide commercial general and automotive liability insurance, Concessionaire shall look solely to its insurance for recovery. Concessionaire will grant to City, on behalf of any insurer providing commercial general and automotive liability insurance to either Concessionaire or City with respect to the services of Concessionaire herein, a waiver of any right to subrogation which any such insurer of Concessionaire may acquire against City by virtue of the payment of any loss under such insurance.

B. Failure to Secure. If Concessionaire at any time during the Term should fail to secure or maintain the foregoing insurance, City shall, upon five (5) business days prior written notice to Concessionaire and Concessionaire's failure to secure such insurance within such time period, be permitted to obtain such insurance in the Concessionaire's name or as an agent of the Concessionaire and shall be compensated by the Concessionaire for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

C. Sufficiency of Insurance. The insurance limits required by City are not represented as being sufficient to protect Concessionaire. Concessionaire is advised to confer with Concessionaire's insurance broker to determine adequate coverage for Concessionaire.

ARTICLE 9 ASSIGNMENT AND TRANSFER

- 9.01 Concessionaire shall not voluntarily or by operation of law assign, transfer, or sublet all or any portion of Concessionaire's interest in this Agreement or in the Premises, without City's prior written consent, which City shall not unreasonably withhold. Any attempted assignment, transfer or subletting without such consent shall be void, and shall constitute a breach of this Agreement. Any sale or other transfer, including by a sale of substantially all of Concessionaire's assets, a consolidation, merger, or reorganization, of a majority of the voting equity of Concessionaire, if Concessionaire is a corporation, limited liability company, partnership or other entity shall be deemed an assignment for purposes of this Article 9.
- 9.02 If Concessionaire desires City's consent to an assignment, transfer or sublet (each a "Transfer Arrangement" and collectively, the "Transfer Arrangements") of

all or any portion of the Premises, Concessionaire shall submit to City (a) the proposed Transfer Arrangement, and (b) all other information which City may reasonably request including, without limitation, sufficient information to enable City to determine the character, quality, type of business, and financial responsibility of the proposed Transfer Arrangement. City shall respond to Concessionaire's request for consent hereunder in a timely manner.

- 9.03 Regardless of City's consent, no Transfer Arrangement shall release Concessionaire of Concessionaire's obligations hereunder or alter the primary liability of Concessionaire to pay the Monthly Concession Fee and to perform all other obligations to be performed by Concessionaire hereunder. City may accept a Monthly Concession Fee from any person other than Concessionaire pending approval or disapproval of such Transfer Arrangement. Neither a delay in the approval or disapproval of such Transfer Arrangement nor the acceptance of rent shall constitute a waiver or estoppel of City's right to exercise its remedies for the breach of any of the terms or conditions of this Article 9 or this Agreement. Consent to one (1) Transfer Arrangement shall not be deemed consent to any subsequent Transfer Arrangement. In the event of default by any assignee of Concessionaire or any successor of Concessionaire, in the performance of any of the terms hereof, City may proceed directly against Concessionaire without the necessity of exhausting remedies against said assignee or transferee.

ARTICLE 10 FINANCIAL

- 10.01 Concessionaire shall prepare and maintain an adequate set of financial records according to generally accepted accounting principles (GAAP), documenting all Concessionaire's Gross Revenues pursuant to this Agreement. If at any time the City deems Concessionaire's accounting practices or procedures inadequate or not in accordance with GAAP, Concessionaire shall make requested adjustments to its practices and procedures.
- 10.02 Concurrent with submission of the payment of the Monthly Concession Fee, Concessionaire shall submit to the City a written report of all Concessionaire's Gross Revenues at the Premises during the preceding accounting period. Such report shall include, without limitation, a daily breakdown of such Gross Revenues.
- 10.03 Financial Statement and Miscellaneous Reports. In addition to such other reports as may be required by this Agreement, Concessionaire shall submit the following reports to the City:
- (a) Financial Statement. Within sixty (60) days following the last day of each year hereunder, or at any early termination of this Agreement prior to the end of the Term, Concessionaire shall submit a financial statement prepared in accordance with GAAP covering all business transacted by it at the Premises during such period, and all Gross Revenues derived by Concessionaire therein.

Such financial statement shall be an internal statement, prepared by the Concessionaire, in accordance with GAAP.

Such accounting shall include a reconciliation of the fees paid and payable by Concessionaire for such period pursuant to Section 3.01, a balance sheet, income statement, statement of cash flow and any applicable footnotes.

- (b) Miscellaneous Reports. Concessionaire shall provide, without cost to the City and within a reasonable period of time, any other internally prepared financial or statistical reports reasonably requested by the City from time to time.
- (c) Confidentiality. To the extent permitted by law, City shall keep the financial reports and records referred to above confidential.

10.04 Retention of Records. Concessionaire shall retain all its books and records of account for not less than four (4) calendar years following the last day of each year of the Term. Such books and records of account shall show all Concessionaire's Gross Revenues, and other income derived from its operations pursuant to this Agreement, all deductions therefrom, supporting documents, and all other information required by this Agreement. Concessionaire shall retain such books and records of account, and such reports and records as may be required of it, or reasonably requested by City, pursuant to this Agreement, at a location within the City or at an approved location.

10.05 Audit and Access to Concessionaire's Records. Upon thirty (30) days advance written notification by City, but in no event more than once in any one (1) year period during the Term, Concessionaire shall make financial records available to City, or City's designated agent, at the business office of Concessionaire including general ledger, original entry journals, canceled checks, invoices, bank statements, sales and excise tax returns, and financial statements. Concessionaire shall provide such access to its records for City's purposes in verifying information submitted by Concessionaire in any report or financial statement required or requested of Concessionaire pursuant to this Agreement, and for City's purposes in verifying Concessionaire's compliance with the terms of this Agreement, but for no other purpose.

If any inspection and audit establish that additional fees are due City, or that Concessionaire has overpaid fees to City, then City and Concessionaire shall meet and confer in an effort to resolve any discrepancy. In the event of an unresolved discrepancy of more than five percent (5%) between Concessionaire's Gross Revenues established by such inspection and audit, and such Gross Revenues as reported by Concessionaire pursuant to any financial reports submitted by Concessionaire to City, or between fees found to be payable and fees actually paid, Concessionaire shall, upon demand, reimburse City for all reasonable costs in connection with such inspection, audit and copying.

ARTICLE 11 TERMINATION; EXPIRATION

11.01 City warrants that the Golf Complex will continue to be used as a Golf Complex throughout the Term. Nevertheless, City shall have the right to sell the Golf Complex and assign its interest in this Agreement, provided that City shall give

Concessionaire six (6) months' notice prior to the close of escrow on any sale and assignment. Any such sale and assignment shall be made subject to the obligation of the purchaser to accept assignment of and assume and be fully bound by all of City's obligations under this Agreement.

11.02 City shall have the right to terminate this Agreement during the Term for cause which shall be defined as follows:

- (a) Failure to pay concession fees when due, which failure remaining uncured beyond the lapse of five (5) business days from written notice thereof by City to Concessionaire.
- (b) Failure to comply with any material term of this Agreement which failure remains uncured beyond the lapse of thirty (30) days from notice thereof by City to Concessionaire (unless such cure cannot be effected within thirty (30) days but Concessionaire has undertaken to cure within thirty (30) days and is diligently proceeding with a cure).
- (c) Failure to maintain the Premises, furnishings, and restrooms in a clean, attractive and sanitary fashion or failure to maintain the Premises in accordance with standards agreed upon by Concessionaire and City. Such standards will be established by Concessionaire and the City with reference to existing golf restaurant facilities. No attempted termination by City pursuant to this Section 11.02(c) shall be effective unless City shall have first given Concessionaire notice thereof and Concessionaire has not corrected the claimed failure within sixty (60) days of such notice, unless Concessionaire is diligently proceeding to correct such claimed failure and begins such corrections within sixty (60) day period.
- (d) If City determines, through the customer satisfaction survey (Section 7.06), that a significant number of patrons are dissatisfied with the service or the quality of the food at the Premises, failure within sixty (60) days to correct the conditions which gave rise to such dissatisfaction (unless such cure cannot be effected within sixty (60) days, but Concessionaire has undertaken to cure within sixty (60) days and is diligently proceeding with a cure).

11.03 Concessionaire's Duty to Surrender. At the expiration of the Term or at the earlier termination of this Agreement, Concessionaire shall surrender to City the possession of the Premises. If Concessionaire fails to surrender the Premises at the expiration of the Term or at the earlier termination of this Agreement, Concessionaire shall defend and indemnify City from all claims arising out of Concessionaire's failure to surrender.

11.04 Holding Over. If Concessionaire shall hold over the Premises after the expiration of the Term with the consent of City, such holding over shall be construed to be only an occupancy from month-to-month subject to all the covenants, conditions and obligations contained in this Agreement, and all amounts payable by Concessionaire calculated on a basis other than monthly shall be prorated on the basis of a year of thirteen (13) four-week periods. Concessionaire shall continue

payment of all pro-rated monetary sums (such as taxes, insurance, etc.) which are Concessionaire's obligation under this Agreement.

ARTICLE 12 NOTICES

12.01 Notices

(a) Definition of Notice; Application of Provision.

As used in this Agreement, notice includes but is not limited to the communication of any notice, request, demand, approval, statement, report, acceptance, consent, or waiver. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provisions of this Agreement on fees direct otherwise, fees shall be sent in the manner provided for giving notice.

(b) Writing. All notices must be in writing.

(c) Delivery. Notice is considered given (1) when delivered in person to the recipient named as below, (2) two (2) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, or (3) when delivered by reputable courier service (such as, but not limited to, DHL, UPS or Federal Express), addressed by name and address to the party or person intended as follows:

To City: City of Alameda
2226 Santa Clara Avenue
Alameda, California, 94501
Attn: Recreation and Park Director

To Concessionaire: Dialemi, Inc.
2333 Lincoln Avenue
Alameda, California, 94501
Attn: Tom Geanekos, President

(d) Change of Recipient or Address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

12.02 Estoppel Certificate. At any time and from time to time, within ten (10) days after notice of request by either party, the other party shall execute, acknowledge and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Agreement is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall be such that it can be relied on by any auditor, creditor, commercial banker, and investment banker or either party and by any prospective purchaser or

encumbrancer of the Premises or of all or any part or parts of Concessionaire's or City's interests under this Agreement.

ARTICLE 13 DISPUTE RESOLUTION PROCEDURES

Disputes Concerning Use of Capital Improvement Payments. If City and Concessionaire cannot agree on the use of Capital Improvement Payments, and/or cannot agree as to timing of the use of the Capital Improvement Payments for capital improvements as to the Premises, as set forth in Section 4.02 of this Agreement, the Parties agree to engage in mediation to resolve the dispute. The Parties will engage the services of an agreed upon mediator who has knowledge and expertise in capital improvements for restaurants. If the Parties cannot agree on a mediator, they will request the Presiding Judge of the County of Alameda to appoint such a mediator with the requisite knowledge and expertise as set forth in the previous sentence. The expenses of the mediation, such as the fees of the mediator, shall be split equally between the City and the Concessionaire but each Party will bear its own costs and expenses, such as attorneys fees or travel, in connection with the such mediation. If the mediator is not able to resolve the dispute, one half of the Capital Improvement Payments shall be returned to the Concessionaire and one half of the Capital Improvement Payments shall be retained by the City.

ARTICLE 14 MISCELLANEOUS TERMS

- 14.01 Relationship of Parties. It is the express intention of City and Concessionaire that Concessionaire is an independent contractor and nothing in this Agreement shall in any way be construed to constitute Concessionaire as an agent, employee or representative of City.
- 14.02 Successors. Subject to the restrictions set forth herein regarding assignment, each of the terms, covenants and conditions of this Agreement shall extend to and be binding on and shall inure to the benefit of not only City and Concessionaire but to each of their respective heirs, administrators, executors, successors and assigns.
- 14.03 Agreement Effectiveness. This Agreement shall be effective on the date when executed by both Concessionaire and City.
- 14.04 Force Majeure. No party hereto shall be deemed to be in breach or in violation of this Agreement if it is prevented from performing any of its obligations hereunder (excepting only the payment of monies when due), for any reason beyond its reasonable control (each an "occurrence of force majeure"), including, without limitations, acts of God, riots, strikes, fires, storms or any regulation of any federal, state, local or foreign government or any agency therein; provided, however, that such excuse shall continue only during the pendency of the particular occurrence of force majeure.
- 14.05 Attorney Fees. Should any legal proceedings be brought to enforce this Agreement, or any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in such proceedings, in addition to any other relief to which it may be entitled.

- 14.06 Severability. If any provision of this Agreement shall be determined in any circumstances to be invalid or unenforceable, such determination shall not affect or impair any other provision of this Agreement or the enforcement of such provision in other appropriate circumstances, and the remainder of the Agreement and of such provision shall be given effect, to the greatest extent lawful, so as to carry out the intention of the parties as manifested hereby.
- 14.07 Counterparts; Facsimile/Electronic Transmission Signatures. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one counterpart signed by the party with respect to which proof is sought. The parties agree that the signature(s) of a party transmitted by facsimile or electronic transmission (email) shall be binding on such party as if they were original signatures.
- 14.08 Further Assurances. Upon request, City and Concessionaire shall execute any further documents or instruments necessary or desirable to carry out the purpose or intent of this Agreement.
- 14.09 Compliances. Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.
- 14.10 Representation and Warranty by City. City represents and warrants, for the benefit of Concessionaire, that this Agreement, in the form hereof, when executed by an authorized person on behalf of City, is a valid and binding obligation of City, enforceable in accordance with its terms.
- 14.11 Entire Agreement. This Agreement and all exhibits, schedules and appendices hereto contain the entire and exclusive statements of the understanding of the Parties. Each Party has relied on its own examination of this Agreement, the counsel of its own advisors and the warranties, representations and covenants in the Agreement itself. The failure or refusal of either Party to inspect the Premises, to read this Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice. This Agreement shall be varied and amended only by a written agreement signed by both parties.
- 14.12 Covenants and Conditions. Each term and each provision, including, without limitation, the obligation for the payment of fees, to be performed by Concessionaire or City as the case may be, shall be construed to be both a covenant and a condition of this Agreement.
- 14.13 Waiver. No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Agreement shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.
- 14.14 Liens. Concessionaire shall promptly pay for, and indemnify and hold City harmless from any liability for, any work done or material furnished on behalf of Concessionaire in or about the Premises and will not permit or suffer any lien to


attach to the Premises and shall promptly cause any such lien or any claim therefore to be released; provided, however, that in the event Concessionaire contests any such claim, Concessionaire shall indemnify and secure City to City's satisfaction. City shall have the right at all reasonable times to go upon the Premises and post such notices of non-responsibility as City may deem necessary for the protection of City and title to the Premises from mechanic's and materialmen's liens. Concessionaire shall give City written notice of any intended construction, alteration or repair work at least ten (10) days before the commencement thereof to afford City an opportunity to post a notice of non-responsibility.

- 14.15 Prevailing Wages. Concessionaire is aware of the requirements of California Labor Code, sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. and Section 2-67 of the Alameda Municipal Code (collectively, "the Prevailing Wage Laws") that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Construction of the Enclosed Patio and SC Snack Shack are public work projects and Concessionaire shall comply fully with such Prevailing Wage Laws. Concessionaire's failure to comply with the Prevailing Wage Laws may constitute a default under this Agreement that would entitle the City to terminate the Agreement or exercise other remedies as provided by law.
- 14.16 Consent. Wherever in this Agreement the consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld or delayed.
- 14.17 Quiet Possession. Upon Concessionaire paying the Monthly Concession Fee for the Premises and observing and performing all of the covenants, conditions, and provisions on Concessionaire's part to be observed and performed hereunder, Concessionaire shall have quiet possession and enjoyment of the Premises for the entire Term hereof subject to all of the provisions of this Agreement.
- 14.18 Incorporation of Recitals and Exhibits. The Recitals hereunder and Exhibits attached hereto are incorporated herein by this reference and made a part hereof.
- 14.19 Time. Time shall be of the essence of this Agreement.


** Signatures on Next Page **

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

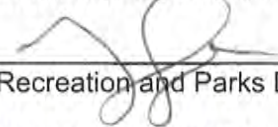
Dialemi, Inc.
A California Corporation

By: 
Title: President

CITY OF ALAMEDA
A Municipal Corporation

By: 
Title: City Manager

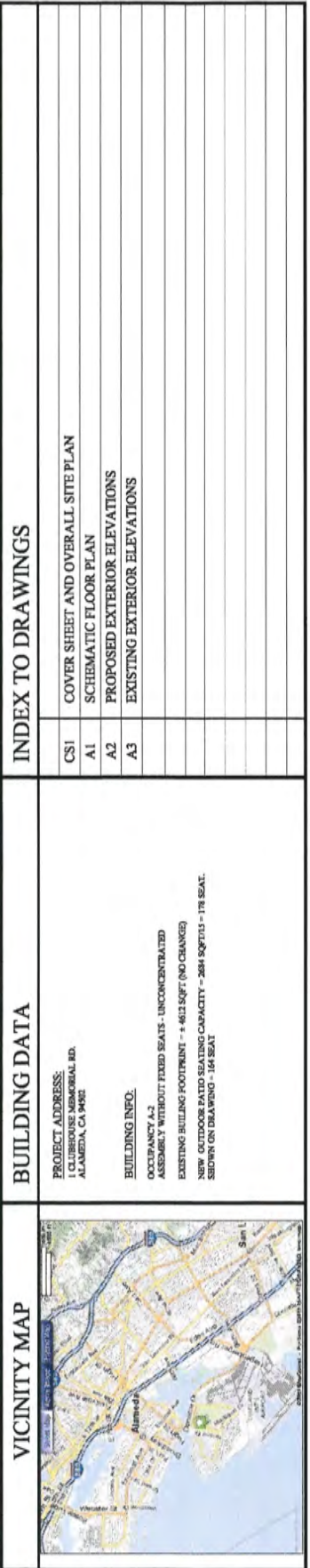
RECOMMENDED FOR APPROVAL:

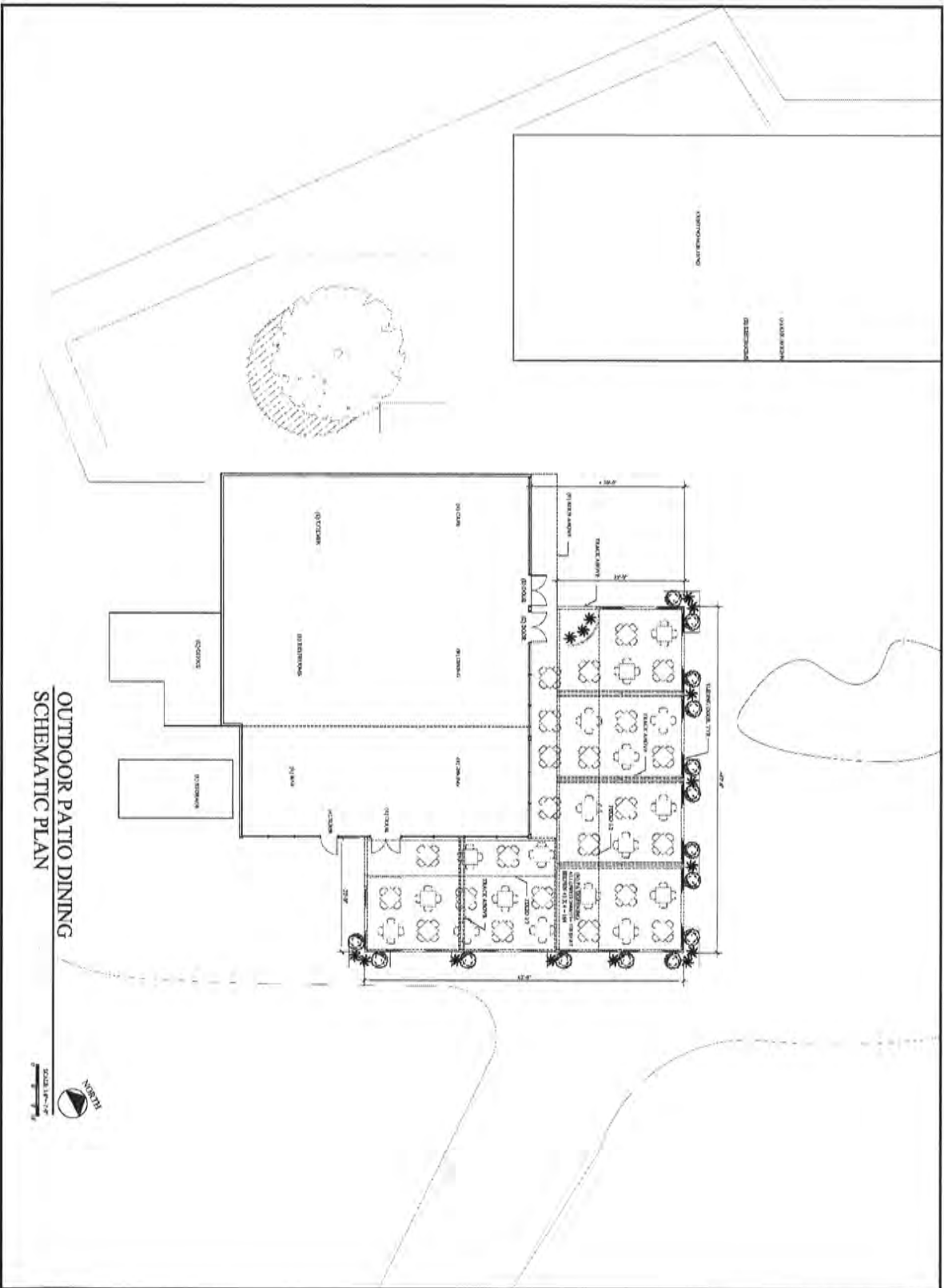
By: 
Title: Recreation and Parks Director

APPROVED AS TO FORM:

By: 
Title: City Attorney

JIM'S ON THE COURSE





OUTDOOR PATIO DINING
SCHEMATIC PLAN

ADDENDUM

Jim's on the Course Concession Agreement Capital Improvements and Revenue Projections

Capital Improvements – Required Per Concession Agreement

Enclosed Patio Design and Construction	\$500,000
Restaurant Interior Improvements	<u>\$250,000</u>
TOTAL	\$750,000

10-Year Projections – Rent Revenue to City

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Minimum Rent Projections	61,750	0	0	77,188	77,188	77,188	115,781	115,781	115,781	115,781
Jim's on the Course Rent Projections	76,750	0	0	99,500	107,750	114,500	181,500	190,125	198,375	204,375

Years 1 - 6 5% of gross revenue
Years 7 - 25 7.5% of gross revenue
Years 2 and 3 fee waived to offset capital improvements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
L Cua Insurance Agency
851 Burlway Road, Suite 303
Burlingame, CA 94010
License: 0H83125

CONTACT NAME: Lawrence John Cua
PHONE (A/C, No, Ext): 650-571-8188 FAX (A/C, No): 650-571-0823
E-MAIL: lcua@farmersagent.com
ADDRESS:

INSURED
Dialemi, Inc., a California Corporation
2333 Lincoln Ave
Alameda, CA 94501

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Truck Insurance Exchange	21709
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	60300-27-59	01/01/2016	01/01/2017 EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60300-27-59	01/01/2016	01/01/2017 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			60300-27-59	01/01/2016	01/01/2017 Limit of Insurance \$1,000,000 per Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1 Clubhouse Memorial Rd., Alameda, CA 94502

Below Certificate Holder is an Additional Insured of the above mentioned General Liability policy.

30 days notice of policy cancellation and 10 days notice of cancellation due to non-payment.

CERTIFICATE HOLDER

The City of Alameda, its City Council, boards and commissions, officers, employees, and volunteers
Alameda, CA 94501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lawrence John Cua

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES
OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

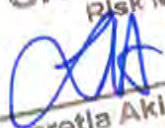
Name Of Person Or Organization:

**THE CITY OF ALAMEDA, ITS
SEE E0002**

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations performed for that insured.

CITY OF ALAMEDA
Risk Management
 Date 3-10-16
Lucretia Akil, City Risk Manager

Attach to your policy with the same policy number shown on this endorsement.

ENDORSEMENT


Effective

Date 03/09/16

60300-27-59

Policy Number
of the Company designated
in the Declarations

ADDITIONAL INSURED -BP04500197
OWNERS, LESSEES OR CONTRACTORS
THE CITY OF ALAMEDA, ITS
COUNCIL AND THEIR RESPECTIVE
BOARD, COMMISSIONS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS

CITY OF ALAMEDA
Risk Management

Date 3-10-16
Lucretia Akil, City Risk Manager

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

COUNTERSIGNED _____

(Date)

