

## 2020 MONTHLY REVOCABLE LICENSE

This monthly revocable License is made this 1st day of January 2020 by and between PORT SAN LUIS HARBOR DISTRICT, a harbor district formed pursuant to California Harbors and Navigation Code Section 6000 et seq. ("Licensor") and [licensee] ("Licensee").

### 1. GRANT OF LICENSE

License grants to Licensee a monthly revocable License for [type of business], according to the proposal submitted to, and approved by, the Harbor District Board of Commissioners on XX.

### 2. OPERATION OF BUSINESS

Licensee will operate a business [describe type of business here].

### 3. PREMISES

Licensee shall, at own expense, operate within an area of District property, as designated by the Harbor Manager. [describe any designated premise here]

#### A. CONDITION OF PREMISES

Licensee accepts the Premises in an "as is" condition from the District without any representations or warranties, either express or implied, as to title, condition, safety or fitness for a particular use, for the term and upon the covenants and conditions herein. Licensee has inspected the Premises and the Public Areas and is thoroughly acquainted with the conditions and by taking possession conclusively acknowledges and agrees the conditions are in good and satisfactory condition as of the commencement of this License. The Premises demised, licensed or described hereunder may be a portion of the District, which contains other structures, improvements and areas not licensed to Licensee. The Premises also exclude the Public Areas of the District (as hereinafter defined). Licensor reserves the right to further develop, improve, construct, modify, repair, replace, remove or restrict the use of any or all of the other structures, improvements, areas or tidelands and the Public Areas as Licensor in its sole discretion sees fit, regardless of the desires or views of Licensee, and without interference or hindrance from Licensee.

#### B. PUBLIC AREAS

The term "Public Areas" shall mean the portions of the District which have at the time in question been designated and improved for common use by the public or more than one tenant or concessionaire of Licensor, but excluding any portion thereof when designated by Licensor for a non-common use. Licensor reserves the right to further develop, improve, construct, modify, repair, replace, remove or restrict the use of any or all of the Public Areas as Licensor in its sole discretion sees fit, regardless of the desires or views of Licensee and without interference or hindrance from Licensee. Licensor makes no representations as to the title, condition, safety or fitness for a particular use of the Public Areas. All Public Areas shall be subject to the exclusive control of Licensor, and Licensee shall comply with all rules and regulations for the use of the Public Areas that Licensor may establish from time to time. Licensee shall have the non-exclusive right during the term of this License to use the Public Areas for itself, its employees, agents, customers and invitees, subject to the terms and conditions set forth in this License. Licensee shall not place any item on or otherwise obstruct

or cause to be obstructed any portion of any area of the District outside the Premises (including, but not limited to, any sidewalk or any portion of the Public Areas), whether adjacent to the Premises or elsewhere, without first obtaining Licensor's express written approval.

### C. EASEMENTS

Licensor reserves the right to grant and reserve easements or fairways to establish and use right-of-way over, under, along and across the Premises for utilities, thoroughfares, moorings or access as it deems advisable for the public good. However, Licensor shall not unreasonably or substantially interfere with Licensee's use of the Premises and shall reimburse Licensee for physical damages, if any, to the permanent improvements located on the Premises resulting from Licensor exercising the rights reserved in this Section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage as determined by Licensor. Licensor will pay the costs of maintenance and repair of all Licensor installations made pursuant to these reserved rights.

### 4. **PUBLIC TRUST**

The parties hereto acknowledge that Licensor holds all portions of the District (including, but not limited to, the Premises and tidelands) in trust for the People of the State of California. As trustee, Licensor must exercise continuous supervision and control over the Premises. This License is subject to Licensor's obligation, as trustee, with respect to the Premises, as such obligation has been, or may in the future be, further defined or described under California law.

### 5. **TERM**

The original term of this License commenced on January 1, 2020 and shall continue thereafter until December 31, 2020. Prior to December 31 of each calendar year, the Harbor Manager may review Licensee's performance, services, financial data and other information to recommend continuation or cancellation of the License or to consider any rental adjustment of payment to Licensor.

### 6. **USE OF PREMISES**

Licensor agrees that this License grants the right to Licensee to operate [describe allowed use]. The use of the described premises is strictly limited to these items and for no other operations whatsoever.

Licensee agrees that no improvements, additions, alterations or modifications shall be erected, placed upon, operated or maintained in, on or about the Premises or tidelands, nor any activity conducted or carried on therein or therefrom in violation of the terms of this License, or any regulation, order, law, statute, bylaw or ordinance of a governmental agency.

Licensee agrees that use of the premises is subject to receipt by Licensee of all required approvals from federal, state, and local agencies having jurisdiction and occupancy may not occur if such approvals are not secured and maintained by Licensee. It is further understood that it is the responsibility of the Licensee to research and maintain compliance with all federal, state and local approvals as may be required for the above-described uses of the premises.

Licensee shall not use the Premises or the Public Areas in any way that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties or to other tenants of Licensor. Licensee shall not do anything on the Premises or Public Areas that

will cause damage to the Premises, the Public Areas or any other areas of the District. Licensee shall not use the Premises or the Public areas for any use other than as approved and described in this License.

## **7. OPERATIONS**

Licensee will, at all times, comply with all requirements of the.....

Licensee shall require its attendants and employees who use the premises and tidelands to be properly dressed, clean, courteous, efficient and neat in appearance at all times.

Licensee shall maintain close supervision over attendants and employees to ensure maintenance of a high standard of service to the public. No employee shall be allowed to harass, intimidate, or interfere with the public or District's employees or treat the public or District's employees in any manner other than a respectful and friendly manner.

## **8. RENT**

### **A. RENTAL PAYMENT**

As consideration for this License, Licensee agrees to pay Licensor 10% of gross revenues [or as proposed or negotiated], payable by the fifth (5<sup>th</sup>) business day of the month following the month in which the revenues were generated. A gross revenue report shall be submitted by Licensee along with payment which itemizes revenues by category of sales. The gross revenue report shall include date, time, number of guests and rates charged. Rents may be paid by check made payable to Licensor. All payments shall be paid by Licensee to District at District's address:

Port San Luis Harbor District  
3950 Avila Beach Drive  
P.O. Box 249  
Avila Beach, California 93424

or at such other place as may from time to time be designated by District in writing at least ten (10) days prior to the next existing payment date.

### **B. DELINQUENT RENT**

If Licensee fails to pay any rent to Licensor when due, Licensee will pay in addition to the unpaid rents, a five percent (5% penalty and interest at the rate of twelve percent (12%) per annum for each day late. If Licensee is more than thirty (30) days late, Licensor may find Licensee in default of License and begin proceedings as provided in Paragraph 16 (a).

### **C. POSSESSORY INTEREST TAX**

Pursuant to Revenue and Taxation (R&T) Code Section 61, 107-107.9, 480.6 and Property Tax Rules 20,21-22, and 27-28, Licensee shall be responsible for paying all applicable possessory interest tax related to the [describe operations].....

### **D. UNAUTHORIZED USE CHARGE**

Licensee shall pay Licensor twenty percent (20%) [or double amount negotiated] of the Gross Receipts for any service or use that is not permitted by this License. This payment is subject to the due date provided in this License for rental payments, and the provision for delinquent

rent. The existence of the twenty percent (20%)[or double amount negotiated] charge in this Section and the payment of this charge or any part of it, does not constitute an authorization for a particular service or use, and does not waive any of Licensor's rights to terminate a service or use or to default Licensee for participating in or allow any unauthorized use of the Premises.

#### **E. FINANCIAL RECORDS MAINTAINED BY LICENSEE**

Licensee shall maintain , cash journals and totals, state and federal tax statements and other financial records of all sales of product or services which occur on the described licensed site, whether described above or not. Such records shall be open and available upon one week notice by Licensor, for review. The Licensee shall submit a copy of financial reports and tax returns on an annual basis. The Licensor reserves the right to require additional bookkeeping procedures and documents of the Licensee as the Harbor Manager or Board may require.

#### **9.NON-ASSIGNABILITY**

This License is expressly personal to Licensee and is nonassignable. Any attempt to assign this License shall automatically terminate it.

#### **10.NO AMENDMENTS**

Amendments to licenses are not permitted. Licensee fully understands and agrees to this stipulation and will not request an amendment to the license.

#### **11.PERMITS**

Licensee accepts this License on the understanding that Licensor makes no warranties concerning Licensee's ability to construct, operate or locate the operation of the business or organization without permits or permission of agencies of the County of San Luis Obispo or the State of California. Licensee is entirely responsible for obtaining all necessary licenses, permits and permission to construct, operate and locate the operation of the business or organization.

#### **12.MAINTENANCE AND REPAIR**

##### **A. LICENSEE'S OBLIGATION**

Licensee shall, to the satisfaction of Licensor, keep and maintain the described space used on the Premises or tidelands in good condition and in substantial repair.

##### **B. LICENSOR'S OBLIGATION**

Licensor shall, at its cost and expense, and at no cost and expense to Licensee, repair and maintain the structural parts of the Public Areas, which will be deemed to include the wharves and piers unless constructed or required to be maintained by a tenant. Licensor shall have no obligation to repair any damage to the foregoing caused by any negligent or intentional act or omission of Licensee or Licensee's agents, employees or invitees, in which event Licensee shall pay to Licensor the cost to Licensor to repair such damage. Licensor shall have no obligation to make repairs or perform maintenance until a reasonable time after receipt of written notice from Licensee as to the need thereof. Licensee waives the provisions of California Civil Code Sections 1941 and 1942 and any other statutes now or hereinafter in effect pertaining to Licensor's obligations for tenantability of the Premises and Licensee's right

to make repairs and deduct the cost of such repairs from rent, and agrees that the provisions of this License shall instead control.

### C. LICENSOR'S RIGHTS TO MAINTAIN AND REPAIR

If Licensee refuses or fails to maintain or make repairs or replacements as required herein, Licensor shall have the right, but not the obligation, to perform such maintenance and to make such repairs or replacements on behalf of and for the account of Licensee. In such case, the cost of such maintenance, repairs and replacements, including, but not limited to, the cost of labor, materials, equipment and administration, shall be paid by Licensee as additional rent within ten (10) days of receipt of Licensor's statement of the cost. Licensor may, at its option, choose other remedies available herein or at law.

### **13.TAXES AND UTILITIES**

Licensee shall pay before delinquency all taxes and assessments assessed or levied upon Licensee or the Premises by reason of this License or upon any improvements of any nature whatsoever erected, installed or maintained by Licensee, or by reason of the Business or other activities upon or in connection with the Premises. Licensee shall pay any fees imposed by law for licenses or permits for any of Licensee's operations or activities upon the Premises or under this License and shall pay before delinquency any and all charges for utilities in connection with Licensee's business at or on the Premises. Utilities, including electric, water and sewer, shall be allocated based on square footage.

### **14.INSURANCE**

The procuring of required policies of insurance shall not be construed to limit Licensee's liability thereunder, nor to fulfill the indemnification provisions and requirements of this License. Notwithstanding said policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this License or with Licensee's use or occupancy of any portion of the Premises.

The Licensee shall purchase, maintain and keep in force during the term of this License at Licensee's sole cost and expense the following insurance:

A.CERTIFICATE OF WORKERS' COMPENSATION INSURANCE as required by the statutory laws of the State of California Labor Code.

B.CERTIFICATE OF GENERAL LIABILITY INSURANCE AND AUTO LIABILITY INSURANCE with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy number.

Commercial General Liability and Auto Liability policies shall include endorsements naming Port San Luis Harbor District, Its Officers, Agents, Volunteers and Employees as additional insured.

Endorsements for General Liability and Auto Liability shall state that the Licensee's insurance is "primary" and Port San Luis Harbor District is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.

Minimum Insurance Requirements – General Liability Insurance:

One million dollars (\$1,000,000) each occurrence (combined single limit)

One million dollars (\$1,000,000) for personal injury liability

Two million dollars (\$2,000,000) in the aggregate

One million dollars (\$1,000,000) for damage to rented premises including fire protection

Minimum Insurance Requirements – Auto Liability Insurance:

One million dollars (\$1,000,000) per occurrence for bodily injury and/or property damage

Policy shall cover any auto

The Auto Liability Insurance requirement may be waived if a licensee and licensee employees will not be use any vehicle for business purposes on District property. This waiver will only be effective if the Licensee signs and delivers to the Licensor a waiver form for non-auto use.

C.IF APPLICABLE -MARINE COMMERCIAL CARRIER INSURANCE of \$1,000,000 including pollution coverage endorsement with accompanying “Additional Insured” endorsement documents. All endorsements shall clearly state policy number.

#### D.CANCELLATION

No cancellation or non-renewal of the insurance policy(ies), or reduction of coverage afforded under the policy(ies), shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to the Licensor.

#### E.DEDUCTIBLE AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Licensee and approved by the Licensor before execution of license agreement. At the option of the Licensor, Licensee shall either reduce or eliminate such deductibles or self-insured retentions or shall provide a financial guarantee satisfactory to the Licensor guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

#### F.FAILURE TO PROVIDE PROOF OF COVERAGE

Licensor may direct Licensee to immediately cease all activities with respect to this Agreement if it determines that Licensee fails to carry, in full force and affect, all insurance policies with coverage at or above the limits specified in this Agreement. Any expense caused due to stopping of work and change of insurance shall be considered Licensee's expense.

#### G.LICENSEE'S DISCRETIONARY INSURANCE

The following insurance may be purchased at the Licensee's discretion, unless required by law:

Employment Liability Insurance, including Third Party discrimination and harassment; and  
Property Insurance for loss due to earthquakes or floods.

The Licensor is not liable for claims against the Licensee for employment liability claims, Licensee property loss, or loss of business revenues due to interruptions unless caused by gross negligence or neglect of Licensor.

## 15.WARRANTIES, GUARANTEES, COVENANTS

Licensor makes no warranty, guarantee, covenant, including, but not limited to covenants of title, or averment of any nature whatsoever concerning the condition thereof, or any condition which may affect the Premises, and it is agreed that Licensor will not be responsible for any loss, damage or costs which may be incurred by Licensee by reason of any such condition or conditions.

## 16.CONFORMANCE WITH RULES AND REGULATIONS

Licensee agrees that in all activities on or in connection with the Premises and in all uses thereof, including the making of any alterations or changes and the installation of any machines or other improvements, it will comply with all covenants and restrictions of record and will abide by and conform to all rules and regulations prescribed by the United States Government, State of California, County of San Luis Obispo, and Port San Luis Harbor District, including tariffs, and any applicable laws of the State of California and the United States of America, as any of the same now exist or may hereafter be adopted or amended.

### IF APPLICABLE:

A. Licensee must possess and provide proof of a Coast Guard license for all Licensee operators of tour boats and water taxis. The Code of Federal Regulations Title 46 Chapter 1 Subchapter C Part 24 provides the following definitions:

B. "Consideration" as an economic benefit, inducement, right, or profit, including pecuniary payment accruing to an individual, person, or entity but not including a voluntary sharing of the actual expenses of the voyage by monetary contribution or donation of fuel, food, beverage, or other supplies.

C. "Passenger" is defined as an individual carried on a vessel, except (1) The owner or an individual representative of the owner, or in the case of a vessel under charter, an individual charterer or individual representative of the charterer; (2) The master; or (3) A member of the crew engaged in the business of the vessel who has not contributed consideration for carriage, and who is paid for onboard services.

D. "Passenger-for-hire" is defined as a passenger for whom consideration is contributed as a condition of carriage on the vessel, whether directly or indirectly flowing to the owner, charterer, operator, agent, or any other person having an interest in the vessel.

Future changes to Code of Federal Regulations Title 46 Chapter 1 Subchapter C Part 24 are considered to be automatically incorporated into this agreement.

## 17.DEFAULT

**A. Default by Licensee.** It is mutually understood and agreed that if any default be made in the performance of the covenants, conditions, or agreements herein, and such default shall not be cured within 10 (ten) days after written notice thereof. In the event of such termination, Licensee shall have no further rights thereunder. Licensee shall remove the personal property from the Premises and shall have no further right or claim thereto. If Licensee fails to accomplish such immediate removal, Licensor shall, without recourse to the courts, have the right to remove the personal property from the Premises. Licensor shall further have all the rights and remedies as provided by law, including, without limitation, the right to recover

damages from Licensee in the amount necessary to compensate Licensor for all detriment suffered by Licensor due to Licensee's failure to perform obligations under this License.

**B. Nuisances.** If Licensee creates or allows a nuisance on the Premises, such nuisance shall be deemed violation of a covenant hereof, and Licensor at its discretion may terminate this License. However, Licensor shall give Licensee written notice in the event of such nuisance and Licensee shall have 10 days (ten) from receipt of said written notice within which to cure such nuisance.

## **18.SURRENDER**

On the last day of the term hereof, or any sooner termination, Licensee shall remove all personal property incident to Licensee's operation of the business from the Premises, leaving the Premises and surrounding land and water areas in good condition, clean and free of debris. Licensee shall repair any damage to the Premises caused by the removal of Licensee's personal property.

A. If all personal property incident to Licensee's operation of the business is not removed within said 15 (fifteen) days, it shall be considered abandoned and shall become Licensor's property without any cost to Licensor or any payment to Licensee. Licensor shall, however, have the right to have the same removed and stored at Licensee's expense. Licensee expressly releases Licensor of and from any and all claims and liability for damage to or destruction or loss of property left by Licensee upon the Premises at the expiration or sooner termination of this License for any reason, and Licensee hereby indemnifies Licensor against any and all claims and liability with respect thereto.

## **19.SIGNS**

Licensee agrees not to construct, maintain, or allow any sign upon the Premises unless approved by Licensor. Unapproved signs, banners, flags, et al., shall be removed by Licensee at Licensor's request.

## **20.NONDISCRIMINATION**

Licensee agrees not to discriminate in any manner against any person or persons on account of race, marital status, religious creed, color, sexual orientation, ancestry, national origin, age (40 or above), sex, medical condition (cancer/genetic characteristics), or disability (mental and physical) including HIV and AIDS in the performance of this License or in Licensee's use of the Premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodation, and the obtaining and holding of employment.

**A.** Licensee shall require that a provision identical to that stated above be incorporated in all of its contracts or other forms of agreement made in connection with the use of the Premises pursuant to this License.

**B.** Licensee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Section.

## **21.FAIR EMPLOYMENT PRACTICES**

In the performance of this License, the Licensee will not discriminate against any employee or applicant for employment because of race, marital status, religious creed, color, sexual



orientation, ancestry, national origin, age (40 or above), sex, medical condition (cancer/genetic characteristics), or disability (mental and physical) including HIV and AIDS. Licensee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, marital status, religious creed, color, sexual orientation,, ancestry, national origin, age (40 or above), sex, medical condition (cancer/genetic characteristics), or disability (mental and physical) including HIV and AIDS. Such action shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The Licensee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Section. Licensee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with this Section to the License.

## **22.CONTROL OF HOURS, PROCEDURES AND PRICES**

Licensor shall at all times during the term hereof, have such control of the Premises and of the operation thereof as may be in the judgment of its governing body necessary for the preservation of public health and safety, including the right to establish policy and sanitary regulations. Licensee shall at all times maintain a written schedule delineating the operating hours and operating procedures for the business. A schedule of prices charged for all goods and/or services, approved in this License and supplied to the public on or from the Premises shall also be maintained. Licensee shall furnish Licensor a copy of said schedules upon written request. Should Licensor, upon review and conference with Licensee, decide any part of said schedules is not justified with regard to fairly satisfying the needs of the public, Licensee, upon written notice from Licensor, shall modify said schedules to Licensor's satisfaction. Licensee's failure to comply with the provisions of this clause shall terminate this License.

**A.** All prices charged for goods and/or services approved by this License and supplied to the public hereunder shall be fair and reasonable, based upon the following considerations:

- The degree of public service involved in the sale of the goods and/or services.
- The market prices charged by other competing and/or comparable businesses.
- The reasonableness of the profit margin in order to sustain the business operations.

**B.** Licensee agrees, however, that Licensor's determinations under this provision shall be dispositive of the issue of reasonableness, and waives any recourse against Licensor, except objections based on Licensor's failure to consider A above. Primary consideration shall be given to the public purpose of Licensor in implementing this Section.

## **23.CONSTRUCTION BY LICENSOR**

Licensee understands that Licensor reserves the right to further develop, improve, or repair the wharf, beach areas and all other areas within the District, as it sees fit, without obtaining

Licensee's consent. Licensee further understands that the Business may be relocated at the discretion of the Harbor Manager or his designated representative in connection with any and all development, improvement or repair activities undertaken by Licensor during the term of this License.

#### **24. PIER CLOSURE BY LICENSOR**

Licensee understands that Licensor may, under certain circumstances, close the pier to public access in order to ensure public safety. No liability will accrue to Licensee due to pier closure.

#### **25. NO STIPULATION AS TO DURATION OF PUBLIC FACILITIES**

By entering into this License, Licensor makes no stipulation as to the type, size, location, or duration of public facilities which it will maintain.

#### **26. NON-EXCLUSIVENESS**

It is expressly understood that all rights and privileges granted to Licensee hereunder are nonexclusive. Licensor expressly retains the right to enter into agreements to provide similar uses to those permitted hereunder, whether or not on the same or similar terms or conditions as herein contained. Licensor expressly retains the power to allow other existing licensees and/or lessees and new licensees and/or lessees the right to sell products and/or provide services similar or identical to those products sold by and/or services provided by Licensee.

#### **27. HOLD HARMLESS AND INDEMNIFICATION**

Licensee shall indemnify and hold Licensor harmless from and against any and all claims, losses, liability and damages arising from or in connection with Licensee's possession, occupancy, maintenance or use of the Premises from the operation or conduct of Licensee's Business or from any activity, work or things done, permitted or suffered by Licensee in, on or about the Premises or elsewhere. Licensee shall further indemnify and hold Licensor harmless from and against any and all claims, losses, liability and damages arising from or in connection with any breach or default in the performance of any obligation on Licensee's part required to be performed under the terms of this License, or arising from or in connection with any negligent or intentional act or omission of Licensee, or of Licensee's agents, employees, contractors, authorized representatives, customers or invitees. Licensee shall further indemnify and hold Licensor harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought thereon. In the event of any action or proceeding brought against Licensor by reason of any claim specified herein, Licensee shall, upon demand by Licensor, defend the same at Licensee's expense by counsel satisfactory to Licensor. Licensee's obligations to indemnify, defend and hold Licensor harmless shall be offset by the sum of the insurance proceeds, if any, received by Licensor from policies maintained by Licensee pursuant to the provisions of this License.

## **28.EXCULPATION OF LICENSOR**

Licensor shall not be liable to Licensee, its employees, agents or representatives, and Licensee on behalf of itself, its employees, agents and representatives, hereby waives all claims against Licensor for any damage to Licensee, its agents, employees or representatives, or any of Licensee's property, or to any person or property arising from any cause, including the negligence of Licensor, or its employees, agents or representatives.

## **29.MISCELLANEOUS PROVISIONS**

**A.Waivers.** Licensor' waiver of any breach by Licensee of any one or more of the covenants, conditions, or agreements of this License shall not be construed to be a waiver of any other breach of the same or any other covenant, condition or agreement of this License. Licensor's failure to require or exact Licensee's full and complete compliance with any of the covenants, conditions, or agreements herein shall not be construed as altering the terms hereof as to prevent Licensor from enforcing the full provisions hereof.

**B.Partial Invalidity.** If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**C.Prior Agreements.** This License, upon becoming effective, shall supersede and annul any and all permits, licenses or rental agreements heretofore made or issued for the premises between Licensor or any predecessor of Licensor and Licensee. Any such permits, licenses or rental agreements shall hereafter be void and of no effect except as to any rentals and/or fees which may have accrued thereunder.

**D.Notices.** Notice given or to be given by Licensor or Licensee to the other may be personally served upon Licensor or Licensee or any person hereafter authorized by either in writing to receive such notice at the address identified in the signature line below; or may be served by certified letter addressed to the address hereinafter set forth or to such other address as Licensor and Licensee may hereinafter designate by written notice.

**E.Governing Law and Venue.** This License is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in San Luis Obispo County, California.

**F.Entire Understanding.** This License contains the entire understanding of the parties. Licensee, by accepting the same, acknowledges that there is no written or oral understanding between the parties in respect to this License. No modification, amendment or alteration of this License shall be valid unless it is in writing and signed by both parties hereto.

**G.Attorney's Fees.** In the event any suit is commenced by Licensor against Licensee to enforce the payments of any rent due or to enforce any of the terms and conditions hereof, or in case Licensor shall commence summary action under the laws of the State of California relating to the unlawful detention of property, provided Licensor effects a recovery, Licensee

shall pay Licensor all costs expensed in any such action, together with a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, Licensor has, by order of its Board of Harbor Commissioners, caused this License to be subscribed by the President of said Board and attested by the Secretary thereof, and Licensee has executed the same the day and year first hereinbefore written.

**LICENSOR:**

\_\_\_\_\_

Andrea Lueker, Harbor Manager  
for the Board of Commissioners  
PORT SAN LUIS HARBOR DISTRICT  
P.O. Box 249  
Avila Beach, California 93424

**LICENSEE:**

\_\_\_\_\_

Name  
Business  
Address  
Address

**LICENSEE:**

\_\_\_\_\_

Name  
Business  
Address  
Address

Note: If Business is an LLC, Corporation, or other legal entity a personal guaranty must be signed.

