

## 2025 MONTHLY REVOCABLE LICENSE

This monthly revocable License is made this 1st day of January 2025 by and between PORT SAN LUIS HARBOR DISTRICT, a harbor district formed pursuant to California Harbors and Navigation Code Section 6000 et seq. ("District") 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. TERM

The original term of this License commences on January 1, 2025, and shall continue thereafter until December 31, 2025, with the option to renew for two (2) additional years prior to December 31 of each calendar year. The Harbor Director 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 District. Notwithstanding anything to the contrary herein, the District may terminate this License by giving thirty (30) days' written notice to Licensee.

### 4. PREMISES

Licensee shall, at own expense, operate within an area of District property, as designated by the Harbor Director. [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). District 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 District 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 District, but excluding any portion thereof when designated by District for a non-common use. District 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 District in its sole

discretion sees fit, regardless of the desires or views of Licensee and without interference or hindrance from Licensee. District 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 District, and Licensee shall comply with all rules and regulations for the use of the Public Areas that District 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 District's express written approval.

### C. EASEMENTS

District 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, unless this License is terminated, District shall not unreasonably or substantially interfere with Licensee's use of the Premises. District will pay the costs of maintenance and repair of all District installations made pursuant to these reserved rights.

### 5. PUBLIC TRUST

The parties hereto acknowledge that District holds 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, District must exercise continuous supervision and control over the Premises. This License is subject to District'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.

### 6. USE OF PREMISES

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.

No improvements, additions, alterations or modifications shall be erected, placed upon, operated or maintained in, on or about the Premises or tidelands. No activity conducted or carried on in or about the Premises shall be in violation of the terms of this License, or any regulation, order, law, statute, bylaw, directive, or ordinance of the District, the District Harbor Patrol or any other governmental agency including, without limitation, any directive or order relating to a pandemic

Use of the premises is subject to receipt and maintenance by Licensee of all required approvals, permits, licenses and authorization (collectively, "Approvals") from all federal, state, and local agencies having jurisdiction over the Premises or the uses authorized by this License. Occupancy shall not occur until such Approvals are secured by Licensee. Occupancy shall be immediately terminated if any such necessary Approval is terminated, expired or no longer in effect. 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 (i) owners or occupants of adjacent properties; (ii) other

tenants of District; or (iii) the public. 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 expressly approved and described in this License.

## **7. OPERATIONS**

Licensee shall 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. Licensee shall ensure that its attendants and employees refrain from the use of profanity or other language that might be offensive to the general public.

## **8. RENT**

### **A. RENTAL PAYMENT**

As consideration for this License, Licensee agrees to pay District 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, in the form required by the District, shall be submitted by Licensee along with payment. The gross revenue report shall itemize revenues by categories of sales and shall include date, time, number of guests and rates charged. Rents may be paid by check made payable to District. 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 District when due, Licensee will pay in addition to the unpaid rents, a late fee in the amount of five percent (5%) of the amount due. Rent not paid by the 20<sup>th</sup> of the month shall accrue interest at the rate of twelve percent (12%) per annum, beginning on the 20<sup>th</sup> and continuing until paid. If Licensee is more than thirty (30) days late, District may find Licensee in default of License and begin proceedings as provided in Paragraph 16 (a).

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

Licensee recognizes and understands in executing this License that its interest in the Premises and the uses authorized by this License may be subject to a "possessory interest tax" under the California Revenue and Taxation Code including, without limitation, Sections 61, 107-107.9, 480.6, and Property Tax Rules 20, 21-22 and 27-28, and that the County Assessor may impose on such interest, and any such tax would be the liability of and be paid solely by Licensee in

addition to Rent and other charges due hereunder. Licensee shall pay promptly when due, any possessory interest tax imposed on its interest in the Premises. Licensee is responsible for any and all obligations relating to a Possessory Interest Tax including, without limitation, notifying the County Assessor.

#### D. UNAUTHORIZED USE CHARGE

Licensee shall pay District 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 District'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 District, for review. The Licensee shall submit a copy of financial reports and tax returns on an annual basis. The District reserves the right to require additional bookkeeping procedures and documents of the Licensee as the Harbor Director or Board may require.

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

This License is expressly personal to Licensee and is nonassignable. Any attempt to assign this License shall be a default under the License and grounds for immediate termination.

### **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 District makes no warranties whatsoever concerning Licensee's ability to 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 operate and locate the operation of the business or organization.

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

#### A. LICENSEE'S OBLIGATION

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

#### B. DISTRICT'S OBLIGATION

District 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 District the cost to District to repair such damage. District 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 District'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. DISTRICT'S RIGHTS TO MAINTAIN AND REPAIR

If Licensee refuses or fails to maintain or make repairs or replacements as required herein, District 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 District's statement of the cost. District 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 property damage to District premises.

If the Licensee provides services which includes athletic activities, Licensee shall provide evidence of that Commercial General Liability (CGL) includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance.

Minimum Insurance Requirements – Auto Liability Insurance:

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

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

Sexual Abuse or Molestation (SAM) Liability: If the Licensee's business will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Licensee shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim.

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.

- Protection and Indemnity Insurance (including crew) of a minimum of \$1,000,000: Liability for any third-party bodily injury or property damage caused by the vessel. This includes injury to the crew. The District is to be name as Additionally Insured and a Waiver of Subrogation is to be provided.
- Vessel Pollution Liability of a minimum of \$1,000,000. The District is to be named as Additionally Insured and a Waiver of Subrogation is to be provided.

#### 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 District.

#### 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 District before execution of license agreement. At the option of the District, Licensee shall either reduce or eliminate such deductibles or self-insured retentions or shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

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

District 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 District 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 District.

#### 15.WARRANTIES, GUARANTEES, COVENANTS

District 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 District 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, District shall, without recourse to the courts, have the right to remove the personal property from the Premises. District 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 District for all detriment suffered by District 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 District at its discretion may terminate this License. However, District 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 District's property without any cost to District or any payment to Licensee. District shall, however, have the right to have the same removed and stored at Licensee's expense. Licensee expressly releases District 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 District 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 District. Unapproved signs, banners, flags, sandwich boards, et al., shall be removed by Licensee at District'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 ensure 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 their 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**

District 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 District a copy of said schedules upon written request. Should District, 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 District, shall modify said schedules to District'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 District's determinations under this provision shall be dispositive of the issue of reasonableness, and waives any recourse against District, except objections based on District's failure to consider A above. Primary consideration shall be given to the public purpose of District in implementing this Section.

### **23.CONSTRUCTION BY DISTRICT**

Licensee understands that District 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 Director or their designated representative in connection with any and all development, improvement or repair activities undertaken by District during the term of this License.

### **24.PIER CLOSURE BY DISTRICT**

Licensee understands that District 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, District 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. District 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. District 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 District 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 District 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 District 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 District by reason of any claim specified herein, Licensee shall, upon demand by District, defend the same at Licensee's expense by counsel satisfactory to District. Licensee's obligations to indemnify, defend and hold District harmless shall be offset by the sum of the insurance proceeds, if any, received by District from policies maintained by Licensee pursuant to the provisions of this License.

## **28. EXCULPATION OF DISTRICT**

District 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 District 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 District, or its employees, agents or representatives.

## **29. MISCELLANEOUS PROVISIONS**

**A. Waivers.** District's 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. District'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 District 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 District or any predecessor of District 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 District or Licensee to the other may be personally served upon District 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 District 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.

IN WITNESS WHEREOF, District 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.

**DISTRICT:**

---

Harbor Director  
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.

