

LICENSE AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND  
SUBHASH AND SUSHILA PATEL, INDIVIDUALS DOING BUSINESS AS ONE FINE  
BLEND FOR OPERATION OF A FOOD & BEVERAGE KIOSK AT  
THE HUNTINGTON BEACH LIBRARY

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California ("City") or ("Licensor") and SUBHASH AND SUSHILA PATEL, INDIVIDUALS DOING BUSINESS AS ONE FINE BLEND, ("Licensee") collectively (the "Parties").

WHEREAS, City wishes to provide for the management of certain real property (the "Property"), described as a coffee cart/snack kiosk cart ("Kiosk") at the lower level of the Huntington Beach Central Library & Cultural Center ("Library") located at 7111 Talbert Avenue, Huntington Beach, California. The term "Premises" as used in this Agreement shall mean both the Property and the Improvements. Licensee desires to operate and manage the Premises in the manner set forth below.

NOW, THEREFORE, the parties covenant and agree as follows:

SECTION 1. GRANT OF CONCESSION ON THE PREMISES

City, pursuant to the terms of this License, grants to Licensee for the purposes stated herein, the right, privilege and duty to equip, operate and maintain a coffee and snack kiosk cart ("Kiosk") at the Library in the area set forth in Exhibit A which is attached hereto.

Licensee shall not use the Premises for any other purpose or business other than those specifically provide for herein.

City grants to Licensee permission to sell coffee, sandwiches, fruit, snack items and beverages.

A map depicting the Kiosk site is set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference. City reserves the right to relocate the Kiosk should the need arise due to better placement, facility issues, or emergency situations.

Licensee will obtain at its sole expense all licenses and/or approval necessary for its operation of a Kiosk on the Premises and shall maintain such licenses/approvals throughout the time it uses the Premises. Licensee will comply with all local, state, and federal laws and ordinances in operating the Kiosk.

Licensee shall at all times during the term of the Agreement, at its own cost, and expense, provide administration, marketing and supervision of the Kiosk operations. Licensee shall be solely responsible for set up and takedown within operation hours. Licensee is also responsible for all permitting, insurance, tax liability and other items related to operation of Kiosk.

## SECTION 2. ACCESS TO AND USE OF PREMISES

Hours of operation for the Kiosk are 1:00 p.m. to 8:30 p.m. on Mondays, 9:00 a.m. to 8:30 p.m. Tuesday through Thursday, 9:00 a.m. to 5:00 p.m. Friday and Saturday and 1:00 p.m. to 5:00 p.m. on Sunday, excluding City-recognized holidays.

An additional thirty (30) minutes of time to set up and clean up before and after operating hours is also allowed. Use of the Library outside the operation times will be prohibited due to security and safety issues, unless approved in advance by the Director or designee. The inability of the Licensee to leave the Premises by the end of the thirty (30) minute clean-up time will be considered a violation of the Agreement. After two (2) violations, Licensee shall pay twenty-five (\$25.00) dollars per hour for any additional costs incurred by the Library for staffing. This may also be grounds for termination of the

Agreement. The City reserves the right to change the schedule due to specific events, weather, natural disaster, facility issues, health and safety, or other acts beyond the City's control. In most cases, City will notify Licensee no less than 72-hours in advance should modification be required to the schedule or location of Licensee's services. However, City will strive to provide as much notice as reasonably possible in the event of modification or changes. Shall a special event interrupt standard operating hours, an alternative schedule may be arranged by mutual agreement. The Licensee shall have no right to use the premises except during those hours described. Permission shall not be unreasonably withheld. The Kiosk shall not interfere with the normal operations of Library.

The Kiosk may be closed to accommodate City observed holidays, special events held within the Library, or any other reason beyond the City's control. City will make every attempt to notify Licensee in advance of any planned closures. City has no obligation to issue a rent credit for such closures.

Licensee may have access to the kitchen no earlier than 8:00 a.m. on Tuesdays and Fridays for up to four (4) hours to allow for food preparation. When there are Library events in which the kitchen is being used or rented, precedence is given to the Library event or kitchen rental over the Licensee's time. In the event of such a conflict, the Library Services Manager may grant an alternative time from for kitchen preparation time. No additional kitchen use is permitted by Licensee outside operating hours. Use of the kitchen by Licensee is prohibited when the Library is rented for public use unless prior written approve is given by the Director of Community & Library Services. All clean-up of the kitchen or Kiosk area shall be performed by the Licensee or their staff, if applicable.

Deliveries must be made during the permitted operating hours. Any attempted delivery before or after the permitted operating hours will not be accepted.

Licensee shall be responsible for providing the Kiosk, essential materials, and any additional equipment or furnishings needed to operate, outside of the equipment and furnishings provided by City. Licensee is responsible for repairs of equipment or furnishings at their own cost and expense. Any equipment furnishings purchased or repaired may be eligible for a rent credit at the discretion of the City. All replacement appliances must be Energy Star Qualified, and must be approved by City prior to the purchase, if rent credit is to be considered. Any equipment or furnishings repaired or purchased through a rent credit shall become property of the City.

Licensee shall at all times use good energy practices as described in the State of California Flex Your Power Best Practice Guide for Restaurants.

Any display items, furniture or appliances to be used must be approved in advance by the Director of Community & Library Services. Displays may not cover or obstruct any entrance to a meeting room, aisle or walkway, or other Library signage. City reserves the right to have Licensee remove any marketing or messaging.

Licensee shall maintain the cleanliness of Kiosk area and keep it in a safe and sanitary manner. Premises shall be left completely clean and free of trash and debris after each day of business. Licensee's supplies, equipment, etc., may not block any door, isles, ingresses or egresses. Licensee must keep Kiosk supplies within the designated footprint of the Kiosk area. Licensee may not place cords, hoses, wires, conduits, or other such material in a manner than may cause a trip hazard, and shall make public and employee safety a priority. These items are not permitted to cross pedestrian pathways. Licensee shall perform routine

monthly cleaning and maintenance of sinks and drain lines in an effort to eliminate odor and residue buildup, using a commercial plumbing product approved by City. The inability of the Licensee to maintain organization and/or cleanliness of the Kiosk area shall be considered a violation of the Agreement. After two (2) violations, CITY may consider the violations grounds for termination of the Agreement.

All food and beverage shall be offered or sold in recyclable paper or plastic containers. No pull top cans or Styrofoam containers are to be vended or dispensed from the property by Licensee in accordance with City Resolution 2005-1. City expects Licensee to use environmental best practices when purchasing and disposing of supplies.

### SECTION 3. PERSONNEL REQUIREMENTS

The Licensee will be required to employ the optimum number of employees to match the work requirements. Service is expected to be timely, attentive, and friendly, and each employee should: a) be clean, neat, and well-groomed; b) be free from offensive body odor; c) be professional, courteous, and friendly to the public. The Licensee shall require its employees to comply with all instructions, regulations, and codes of conduct as specified by the City.

Licensee shall abide by the Library's Code of Conduct, and ensure that its employees and/or representatives, at all times, will conduct themselves in a creditable and respectful manner conducive to doing business in a public space. At its sole discretion, City reserves the right to bar any Licensee staff or representative it deems necessary for the safety of the public and staff. At its sole discretion, City may require Licensee and Licensee's staff to provide a LiveScan background check, at no cost to the City. Licensee and Licensee's staff or representatives may not at any time utilize non-public space, such as administrative offices, staff lounge areas, and/or any other area not accessible to the public.

Licensee shall not ask City employees for any special favor or consideration that is not available to every other citizen, beyond those related to this License Agreement.

Licensee shall not ask a City employee to disclose any information that is not available to every other citizen through normal public information channels.

Licensee shall not offer to compensate the employee by offering to hire or do business with any business entity of the employee or family member.

Licensee shall not ask City employees to represent them or their company or make any recommendations on their behalf other than those that are a part of their official duties with the City.

Licensee shall not ask City employees to endorse the products or service of their company.

Licensee shall not ask City employees to hand out or post advertising materials, unless designated and approved by the Director of Community & Library Services.

#### SECTION 4. HEALTH PERMITS & REGULATIONS

Licensee shall maintain and operate the Premises pursuant to Food Facility Health Permit issued by the Orange County Environmental Health Agency. At all times, the Premises shall be maintained, equipped and operated in compliance with State and County health regulations, the City Building and Fire Codes, and the disability provisions of the Federal Americans Disability Act.

#### SECTION 5. TERM

The Term of the License shall be three years commencing at 12:01 AM on \_\_\_\_\_ 2023, for a three (3) year term, which shall end at 11:59 PM on 2026 \_\_\_\_\_, unless extended or sooner terminated, as provided for herein. City

may renew this License Agreement for up to two (2) additional one (1) year terms upon mutual agreement of Parties, evidenced in writing, at which time all terms may be subject to adjustment.

#### SECTION 6. CONDITIONS OF PREMISES

The taking of possession of the Premises by Licensee shall, in itself, constitute acknowledgment that the Premises are in good and tenantable condition. Upon taking possession of the Premises, Licensee agrees to accept the Premises in their presently existing condition, "as is", and agrees that City shall not be obligated to make any alterations, additions or betterments thereto.

#### SECTION 7. DURATION OF PUBLIC FACILITIES

By entering into this License, City makes no stipulation as to the type, size, location or duration of public facilities (excluding the Premises), including, without limitation, any City parking lots to be maintained on property owned, controlled or occupied by City.

#### SECTION 8. ADDITIONS ALTERATIONS AND REMOVAL

A. No modifications, alterations or additions to the Premises, including, without limitation, construction of improvements or changes to structural design, landscape design, or interior or exterior furnishings, shall be constructed or made by Licensee without Licensee first obtaining the prior written approval of City.

B. Except as provided under this License, no alteration or removal of existing improvements on or natural features of the Premises shall be undertaken without Licensee first obtaining the prior written approval of City.

#### SECTION 9. RENT

Licensee shall pay CITY Eight Hundred Fifty Dollars (\$850.00) per month (Base Rent)

for approximately six hundred (600) square feet of space, in addition to storage space, appliances, utilities and trash, plus three percent (3%) of Licensee's monthly gross sales over Twelve Thousand Dollars (\$12,000.00) (collectively with Base Rent, "Rent"). Gross sales shall include the total price of all merchandise, food and beverages, or services sold or rendered, whether for cash or on credit, and if on credit, whether paid for or not.

The Rent is due on the first day of each month and shall be considered late if not paid within fifteen (15) calendar days after it is due. Licensee shall pay City by the first (1<sup>st</sup>) day after the end of each month. Licensee shall transmit with payment, a Report for the month in which payment is submitted. The Report shall include a breakdown of service dates, the item sold and the amount received for such item, along with any other such information as CITY may require. The Rent shall be paid to the City Treasurer at PO Box 711, Huntington Beach, CA 92648, or in such other manner as City may from time-to-time designate by written notice delivered to Licensee.

#### SECTION 10. LATE CHARGE AND PENALTY

In the event that CITY does not receive the monthly payment due on or before the fifteenth (15<sup>th</sup>) day after the end of each month, a late charge of ten percent (10%) of the monthly amount due shall be applied to any outstanding balance beginning the twentieth (20<sup>th</sup>) day after the end of the month. If payment is received after the fifteenth (15<sup>th</sup>) day, but postmarked on or before the fifteenth (15<sup>th</sup>), the revenue shall be accepted without penalty. If payment is received thirty (30) days or more after the due date, an additional one-and-a-half percent (1.5%) penalty shall be assessed daily until paid in full.



Commencing on July 1, 2024, and each July 1<sup>st</sup> thereafter ("the Rent Adjustment Date"), the Minimum Base Rent shall be adjusted by the annual increase in the Consumer Price Index published by the Bureau of Labor Statistics, United States Department of Labor, for the Los Angeles-Long Beach-Anaheim, CPI-U, as available for the prior one-year period from June 1 through May 30. In no event shall the Minimum Base Rent be decreased from the previous year. The annual increase is not to exceed five percent (5%).

#### SECTION 11. LICENSEE'S CHARGES FOR GOOD

Licensee will only charge at fair market value for all goods and services. City requires licensee to review rates on an annual basis. Upon submission of satisfactory documentation of rates at similar facilities in Los Angeles and Orange County and upon approval by the Director of Community & Library Services, fee adjustments may be considered at a rate no higher than the Consumer Price Index (CPI).

#### SECTION 12. BOOKS AND RECORDS

Licensee shall keep true and accurate books and records showing all of its business transactions in separate records of account for the Kiosk in a manner acceptable to City, and City and/or its designated representatives shall have the right, at all reasonable times, to inspect such books and records including, without limitation, State of California sales or use tax returns or other State return records, and Licensee hereby agrees that all such records and instruments shall promptly be delivered and made available to City and/or its designated representatives within thirty (30) days of receiving written request therefore. Licensee shall furnish to City and/or its designated representatives copies of its quarterly California sales and use tax returns at the time each is filed with the State of California.

The books and records shall show the total amount of Gross Sales made each calendar month in, on, or from the Premises. All sales and charges shall be recorded by means of cash registers which display the amount of the transaction certifying the amount recorded. The register shall be equipped with devices which log in daily sales totals and which shall record on tapes the transaction numbers and sales details. Licensee agrees to maintain on the Premises, or another location subject to the prior written approval of City, all records, books of account and cash register tapes, showing, or in any way pertaining to the Gross Sales made in, on, or from the Premises, including, without limitation, State of California sales or use tax returns or other State tax returns, for a period of five (5) years following the close of each calendar month.

#### SECTION 13. QUALITY OF SALES, RENTALS AND SERVICES

Licensee, at its sole cost and expense, shall equip, operate, manage and maintain the Premises and shall keep the same equipped and maintained in a manner acceptable to City during the entire term of this License or any renewals or extensions thereof. It is the intent of City that the Kiosk's services be provided in a manner to meet the needs of the visiting public, and should City deem the Kiosk's hours of operation and/or food, merchandise, services or rentals inadequate to meet such needs, City may require Licensee to make such changes requested by City. Licensee shall not use or permit the Premises to be used, in whole or in part, during the entire term of this License or any renewals or extensions thereof for any purpose other than as herein set forth, without the prior written consent of City.

Except as permitted in advance in writing by City, all foods and beverages shall be sold in disposable paper or plastic containers. No pull-top cans or Styrofoam containers are to be vended or dispensed from the Premises unless pre-approved in writing by City. Licensee,

wherever feasible, shall eliminate the use of non-recyclable containers and plastics. City may from time to time review the items sold and containers or utensils used or dispensed by Licensee. City reserves the right to prohibit the sale or use of non-recyclable containers or plastics.

City in its sole discretion reserves the right to prohibit Licensee's sale, provision or rental of any item or service rendered or performed, which it deems objectionable or offensive, beyond the scope deemed necessary for proper service to the public, inappropriate for sale, provision or rental by the Kiosk, or of inferior quality.

#### SECTION 14. INDEMNIFICATION DEFENSE AND HOLD HARMLESS AGREEMENT

Licensee hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation (including arbitration) of every nature or liability of any kind or nature) arising out of or in connection with this lease including but not limited to: (1) the use or occupancy of the Premises by Licensee, its officers, employees or agents, or (2) the death or injury of any person or the damage to property caused by a condition of the Premises, or (3) the death or injury of any person or the damage to property caused by any act or omission of Licensee, its officers, employees or agents, or (4) any failure by Licensee to keep the Premises in a safe condition, or (5) Licensee's (or Licensee's agents and/or sub licensees, if any) performance of this License or its failure to comply with any of its obligations contained in this License by Licensee, its officers, agents or employees except such loss or damage which was caused by the sole

negligence or willful misconduct of City. Licensee shall hold all Trade Fixtures, personal property and trade inventory on the Premises at the sole risk of Licensee and save City harmless from any loss or damage thereto by any cause whatsoever, except such loss or damage which was caused by the sole negligence or willful misconduct of City. Licensee will conduct all defenses at its sole cost and expense and City shall approve selection of Licensee's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Licensee.

#### SECTION 15. WORKERS' COMPENSATION AND EMPLOYERS'

##### LIABILITY INSURANCE

Licensee acknowledges awareness of Section 3700 et seq. of the California Labor Code, which requires every employer to be insured against liability for workers' compensation. Licensee covenants that it shall comply with such provisions prior to the commencement of this License. Licensee shall obtain and furnish to City workers' compensation and employers' liability insurance in amounts not less than the State statutory limits. Licensee shall require all sub licensees and contractors to provide such workers' compensation and employers' liability insurance for all of the sub licensees' and contractors' employees. Licensee shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employers' liability insurance and Licensee shall similarly require all sub licensees and contractors to waive subrogation.

#### SECTION 16. GENERAL PUBLIC LIABILITY INSURANCE

In addition to the workers' compensation and employers' liability insurance and Licensee's covenant to defend, hold harmless and indemnify City, Licensee shall obtain and

furnish to City, a policy of general public liability insurance, including motor vehicle coverage against any and all claims arising out of or in connection with the Premises. This policy shall indemnify Licensee, its officers, employees and agents, while acting within the scope of their duties, against any and all claims arising out of or in connection with the Premises, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000.00) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000.00) for the Premises. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the License shall be deemed excess coverage and that Licensee's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

SECTION 17. CERTIFICATES OF INSURANCE, ADDITIONAL INSURED  
ENDORSEMENTS

Prior to commencement of this License, Licensee shall furnish to City certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this License; these certificates shall:

- A. provide the name and policy number of each carrier and policy;
- B. shall state that the policy is currently in force; and

C. shall promise to provide that such policies shall not be canceled or modified without thirty (30) days' prior written notice of City; however ten (10) days' prior written notice in the event of cancellation for nonpayment of premium, which 10-day notice provision shall not apply to property insurance in Section 17 above.

Licensee shall maintain the foregoing insurance coverage in force during the entire term of the License or any renewals or extensions thereof or during any holdover period.

The requirement for carrying the foregoing insurance coverage shall not derogate from Licensee's defense, hold harmless and indemnification obligations as set forth in this License. City or its representatives shall at all times have the right to demand the original or a copy of any or all the policies of insurance. Licensee shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

Licensee shall provide a separate copy of the additional insured endorsement to the Licensee's insurance policies, naming the City, its officers, elected and appointed officials, employees, agent and volunteers as Certificate Holder and Additional Insured by separate attached endorsement, to be approved prior to any payment hereunder.

#### SECTION 18. INSURANCE HAZARDS

Licensee shall not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any manner that will increase the existing rates for, or cause the cancellation of any liability, property, or other insurance policy for the Premises or required by this License. Licensee shall, at its sole cost and expense, comply with all requirements of any insurance carrier providing any insurance policy for the Premises or required by this License necessary for the continued maintenance of these policies at reasonable rates.

## SECTION 19. MAINTENANCE OF PREMISES

Licensee agrees to maintain the Premises in good order and repair, at Licensee's sole cost and expense, during the entire term of this License or any renewals or extensions thereof, pursuant to the City's maintenance standards.

Licensee's obligation includes, without limitation, maintaining and operating 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 present and future laws, general rules or regulations of any governmental authority now, or at any time during the entire term of this License or any renewals or extensions thereof or during any holdover period, in force, relating to sanitation or public health, safety or welfare, or for the protection of life, limb or property; and Licensee shall at all times faithfully obey and comply with all laws, rules and regulations applicable thereto. Licensee, at its sole cost and expense, shall remedy without delay any defective, dangerous or unsanitary condition(s) caused by Licensee or anyone related thereto.

Licensee shall comply with all written notices served by City with regard to the care and maintenance of the Premises. Any written notice hereunder shall specify the work to be done and the period of time deemed to be reasonably necessary for completion of such work. Should Licensee fail to commence making the necessary repairs within three (3) days after receiving such notice, or fail to diligently proceed to complete the necessary repairs within the period of time specified in the City's notice, City shall proceed to cause the required work to be performed, and Licensee shall promptly reimburse City for the cost of labor and materials thereof and pay City interest on such costs at a rate of 10 percent (10%) per annum from the date the costs were incurred by City to the date they are reimbursed to City by Licensee.

Licensee hereby expressly waives the right to make repairs at the expense of City and the benefit of the provisions of Section 1941 and 1942 of the *California Civil Code* relating thereto, if any there be.

#### SECTION 20. DAMAGE DESTRUCTION OR NUISANCE

Licensee shall not commit or permit the commission by others of any waste, damage or destruction of, on, or to the Premises. Licensee shall not maintain, commit or permit the maintenance or commission of any nuisance as defined in Section 3479 and/or Section 3480 of the California Civil Code on the Premises; and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

#### SECTION 21. PAYMENT OF OBLIGATIONS

Licensee shall promptly pay, at its sole cost and expense, before they become delinquent, all lawful taxes, assessments or charges, which at any time may be levied by any governmental agency including the State, County, City or any tax or assessment levying body upon any interest in its agreement, as well as all taxes, assessments, and charges on goods and merchandise. Licensee must become and remain compliant with Sales and Use Tax Regulation 1603. Licensee must maintain separate accounting records by sales category and sub-category (i.e., beverages, soda, water, food, chips, etc.) and tax will remain applicable to the sale of food products that are taxable under Regulation 1603. Licensee shall promptly furnish to City satisfactory evidence establishing such payment.

#### SECTION 22. BUSINESS LICENSE

Licensee shall maintain a business license from City during the entire term of this License or any renewals or extensions thereof or during any holdover period.



SECTION 23. SIGNS ADVERTISING AND APPROVAL OF NAME

City shall have the right to approve in its sole discretion and at any time require Licensee to change or remove signs, names, placards, decorations or advertising placed on, or inscribed, painted or affixed upon the Premises. Should City approve of any sign, name, placard, decoration or advertising, Licensee shall maintain the same at all times during the entire term of this License or any renewals or extensions thereof or during any holdover period in good appearance and repair. All signs, names, placards, decorations or advertising must comply with all requirements of any governmental authority with jurisdiction.

SECTION 24. NO ASSIGNING SUBLEASING OR ENCUMBERING

The parties acknowledge that City is entering into the License in reliance upon the experience and abilities of Licensee and its principals. Consequently, Licensee shall not voluntarily assign, encumber or otherwise transfer its interest in the License or in the Premises, or sublicense all or any part of the Premises, or allow any other person or entity (except Licensee's authorized representatives) to occupy or use all or any part of the Premises without the prior written consent of City, which consent shall not be unreasonably withheld.

SECTION 25. TERMS BINDING ON SUCCESSORS

All the terms, covenants and conditions of this License shall inure to the benefit of and be binding upon the parties and their successors and assignees. The provisions of this Section shall not be deemed as a waiver of any of the prohibitions and conditions against assignments, subletting, sale or other transfer of the Agreement or other transfers hereinbefore set forth.

SECTION 26. DEFAULT

The occurrence of any one or more of the following events shall constitute a material default and breach ("Default") of this License by Licensee:

A. Licensee's failure to make any payment of the rent or other payment required to be made by Licensee at the time required for payment under this License.

B. Licensee's failure to obtain or maintain the insurances as required under this License.

C. Licensee's vacating or abandonment of the Premises for two (2) or more consecutive business days during the entire term of this License or any renewals or extensions thereof. Closure of the Kiosk for more than a combined total of one hundred eighty (180) days in a calendar year, minus any days of closure of the Kiosk caused by City, shall be deemed an abandonment of the Premises.

D. Licensee's violation of Section 14 (Indemnification, Defense and Hold Harmless Agreement), Section 24 (No Assigning, Subleasing or Encumbering), Section 30 (Hazardous Substances), Section 34 (Nondiscrimination), Section 32 (Sale of Alcoholic Beverages and Entertainment Prohibited), Section 40 (Conflict of Interest) or Section 42 (Compliance with Laws).

E. The insolvency of Licensee as evidenced by a receiver being appointed to take possession of all or substantially all of Licensee's assets located at or on the Premises or of Licensee's interest in this License, or the making by Licensee of a general arrangement or assignment for the benefit of creditors, or Licensee's filing a petition in bankruptcy, whether voluntary or involuntary, or the attachment, execution or the judicial seizure of substantially all of Licensee's assets located at or on the Premises or of Licensee's interest in the License.

F. Licensee's failure to observe or perform any other term, covenant, obligation, duty, responsibility or condition of this License to be observed or performed by Licensee when such failure shall continue for a period of thirty (30) days after City's giving written

notice to Licensee, or such earlier period if specifically set forth in this License; however, if the nature of such failure is such that more than thirty (30) days are reasonably required for its cure, then Licensee shall not be deemed to be in Default if Licensee notifies City of the length of the additional time required to cure and receives City's written approval of the additional time required, which approval will not be unreasonably withheld, and commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion during such additional time period approved by City.

#### SECTION 27. TERMINATION.

The Licensor may terminate the agreement at any time upon written notice to Licensee for any reason. In the case of a termination for the Licensor's convenience, the Licensee will be given 60 days written notice. In the case of termination of Kiosk for cause, City shall give Licensee thirty (30) days written notice of the good cause for termination. If City determines that Licensee has failed to cure the cause within the thirty day period, City shall give Licensee notice of its failure to cure, subject to seven (7) days to vacate the Premises.

City also shall be entitled to recover as damages all of the following:

- A. The worth at the time of the award of any unpaid rent or other charges which have been earned at the time of termination;
- B. The worth at the time of the award of the amount by which the unpaid rent (each month's rent would be calculated as the average rent for that same month in the preceding years, or if Licensee did own/operate the Kiosk in the preceding years, then each month's rent would be calculated as the average of all months Licensee owned/operated the Kiosk) and other charges which would have been earned after termination until the time of the

award exceeds the amount of the loss of such rental and other charges that Licensee proves could have been reasonably avoided;

C.. The worth at the time of the award of the amount by which the unpaid rent (each month's rent would be calculated as the average rent for that same month in the preceding years, or if Licensee did not own/operate the Kiosk in the preceding years, then each month's rent would be calculated as the average of all months Licensee owned/operated the Kiosk) and other charges for the balance of the term after the time of the award exceeds the amount of the loss of such rental and other charges that Licensee proves could have been reasonably avoided;

D. Any other amount necessary to compensate City for the detriment proximately caused by Licensee's failure to perform its obligations, liabilities, duties or responsibilities under this License; and

E. At City's sole discretion, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

#### SECTION 28. WAIVER OF CLAIMS

Licensee hereby waives any claim against City, its officers, elected or appointed officials, employees, agents or volunteers for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this License, or any part thereof, or caused by any judgment or award in any suit or proceeding declaring this License null, void or voidable, or delaying the License or any part thereof from being carried out.

#### SECTION 29. PHOTOGRAPHY

Licensee acknowledges and agrees that City may grant permits to third parties engaged in the production of still and motion pictures and related activities to take photographs or videos of

or on the Premises when such permission shall not interfere with the primary business of Licensee, all without providing Licensee with notice or requiring consent by Licensee.

#### SECTION 30. HAZARDOUS SUBSTANCES

Licensee represents and warrants that its use or occupation of the Premises shall not generate any Hazardous Substance (as defined below in this Section), and it shall not store or dispose on the Premises nor transport to or over the Premises any Hazardous Substance during the entire term of this License or any renewals or extensions thereof or during any holdover period. The foregoing restrictions shall not be deemed to restrict or prohibit the use by Licensee of ordinary cleaning products as customarily used in Licensee's ordinary course of business at the Kiosk, provided that Licensee complies with all provisions of law as to the use, storage and disposal of such products. Licensee further agrees to clean up and remediate any such Hazardous Substance on the Premises, and agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation (including arbitration) of every nature or liability of any kind or nature) arising out of or in connection with any such Hazardous Substance and any damage, loss, or expense or liability resulting from any such Hazardous Substance including, without limitation, all attorney's fees, costs and penalties incurred as a result thereof except any relicense caused by the sole negligence or willful misconduct of City. Licensee will conduct all defense at its sole cost and expense and City shall approve selection of Licensee's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Licensee.

"Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as a hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term, by any Federal, State or local environmental law, regulation or rule presently in effect or promulgated in the future, as such law, regulation or rule may be amended from time to time; and it shall be interpreted to include, without limitation, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

#### SECTION 31. NONDISCRIMINATION

Licensee and its employees shall not discriminate because of race, religion, color, ancestry, sex, age, sexual orientation, family or marital status, national origin or physical handicap against any person by refusing to furnish such person any accommodation, facility, rental, service or privilege offered to or enjoyed by the general public. Nor shall Licensee or its employees publicize the accommodation, facilities, rentals, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age, sexual orientation, family or marital status, national origin or physical handicap.

In the performance of this License, Licensee shall not discriminate against any employee or applicant for employment, because of race, religion, color, ancestry, sex, age, sexual orientation, family or marital status, national origin or physical handicap. Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, ancestry, sex, age, sexual orientation, family or marital status, national origin or physical handicap. Such action shall include, without limitation, the following: employment, upgrading, demotion or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including, without limitation, apprenticeship. Licensee shall post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Section.

## SECTION 32. SALE OF ALCOHOLIC BEVERAGES AND ENTERTAINMENT PROHIBITED

Notwithstanding anything to the contrary, the sale or provision of alcoholic beverages and/or live entertainment in, on, or from the Premises is expressly forbidden, unless expressly permitted in writing by City in advance. For any proposed sale or provision of alcoholic beverages, Licensee must first obtain written City approval prior to submitting any request for approval to the Alcohol Beverage Commission.

## SECTION 33. LIENS

Licensee shall keep the Premises free and clear from any and all liens, including, without limitation, mechanics' or materialmen's' liens, claims and demands for work performed, materials furnished, or operations conducted on or about the Premises or by reason of any use or occupancy by Licensee, or any person claiming under Licensee. When applicable, Licensee shall cause a notice of non-responsibility to be posted and recorded pursuant to California Civil Code Section 3094.

## SECTION 34. RESTORATION AND SURRENDER OF PREMISES

On expiration or termination of this Agreement, Licensee shall promptly surrender and deliver the Premises to City in as good a condition as they are now at the commencement of the Agreement, reasonable wear and tear excepted. City may, in its sole discretion, accept all or any portion of the Premises, as then improved with improvements, and equipment; or City

may require Licensee to move all or any portion of such improvements, and equipment at Licensee's own risk, cost and expense. City may itself remove or have removed all or any portion of such improvements, and equipment, at Licensee's shall restore the Premises as nearly as possible to the conditions existing prior to their installation or construction. All such removal and restoration shall be to the satisfaction of City and shall be completed within thirty (30) days of the expiration or termination of this Agreement.

#### SECTION 35. DESTRUCTION

Should the Premises be partially destroyed, this License shall continue in full force and effect, and Licensee, at Licensee's sole cost and expense, shall complete the work of repairing and restoring the Premises to their prior condition providing such work can be accomplished under all applicable governmental laws and regulations within one hundred eighty (180) days. Should the Premises be so far destroyed that in City's reasonable judgment they cannot be repaired or restored to their former condition within one hundred eighty (180) days, City shall give Licensee notice of such determination in writing and each party may, in that party's sole discretion:

A. Continue this License in full force and effect in which case Licensee shall repair and restore, at Licensee's sole cost and expense, the Premises to their former condition; or

B. Terminate this License by giving the other party thirty (30) days' written notice of such termination within sixty (60) days after the date that City gives Licensee notice that the Premises cannot be repaired or restored to their former condition within one hundred eighty (180) days. In the event that either party elects to terminate this License, the entire amount of any insurance proceeds (excluding such proceeds for Trade Fixtures, personal



property whether or not owned or licensed by Licensee and trade inventory, but only to the extent that the insurance proceeds specifically cover those items) shall be paid to City. The proceeds of any such insurance payable to City may be used, in the sole discretion of City, for rebuilding or repair as necessary to restore the Premises or for any other such purpose(s) as City sees fit. In addition, if Licensee elects to terminate the License, Licensee must still comply with all of its obligations, liabilities, duties and responsibilities under the License, including, without limitation, paying any rent due up to the time of termination and surrendering the Premises, in accordance with the requirements of this Agreement.

In the event of the damage or destruction of Improvements, Trade Fixtures and/or personal property located on the Premises not giving rise to a termination of this License, Licensee shall, at its sole cost and expense, replace and repair the same as soon as reasonably possible to permit the prompt continuation of Licensee's business at the Premises.

#### SECTION 36. NO ABATEMENT OF RENT DURING REPAIR WORK

The rent shall not be abated for the time Licensee is prevented from using the whole or a portion of the Premises. In addition, Licensee shall not be excused from the payment of taxes, insurance or any other obligations for the time Licensee is prevented from using the whole or a portion of the Premises.

#### SECTION 37. CITY'S OPTION TO CLOSE THE PREMISES

City may close the Premises without liability and without advance notice to Licensee therefore at any time as City in its sole discretion deems necessary for the protection of life, limb or property, or for public health, safety or welfare purposes, or upon reasonable notice to effect any repair, remodeling or rebuilding deemed necessary by City in its sole discretion.

The length of time of any closing of the Premises by City longer than two (2) weeks during a period when the Kiosk would otherwise be open shall extend the term of the License by the same amount of time. If this occurs, Licensee and City shall memorialize this extension in writing.

#### SECTION 38. DELIVERIES OF SUPPLIES

City may establish the days and times deliveries of supplies may be made and advise Licensee in writing thereof.

#### SECTION 39. EMPLOYEE PARKING

City shall establish the days, times and locations where Licensee and Licensee's employees may park, and the number of automobiles, trucks, and other motorized and non-motorized vehicles that Licensee and Licensee's employees may park, and advise Licensee in writing thereof.

#### SECTION 40. CONFLICT OF INTEREST

Licensee warrants and covenants that no official or employee of City, nor any business entity in which an official or employee of City is interested, (1) has been employed or retained by Licensee to solicit or aid in the procuring of this License; or (2) shall be employed by Licensee in the performance of this License without the immediate written divulgence of such fact to City. In the event City determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of City, Licensee, upon request of City, shall terminate such employment immediately. For breaches or violation of this Section, City shall have the right both to terminate this License without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity. No official or employee

of City shall have any financial interest in this License in violation of the applicable provisions of the California Government Code.

#### SECTION 41. NOTICE

Unless specifically providing for verbal or electronic notice, all notices, certificates, or other communications required to be given hereunder shall be in writing and made in the following manner, and shall be sufficiently given and deemed received when (a) personally delivered; or (b) three (3) business days after being sent via United States certified mail — return receipt requested; or (c) one (1) business day after being sent by reputable overnight courier, in each case to the addresses specified below; provided that City and Licensee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

**CITY:**

City of Huntington Beach  
ATTN: Director of Community & Library  
Services  
2000 Main Street, P.O. Box 190  
Huntington Beach, CA 92648

**LICENSEE:**

One Fine Blend  
ATTN; Subhash & Sushila Patel  
10205 Bunting Avenue  
Fountain Valley, CA 92708

#### SECTION 42. COMPLIANCE WITH LAWS

Licensee, at its sole cost and expense, shall comply with all statutes, ordinances, regulations and requirements of all governmental entities, including, without limitation, Federal, State, county or municipal, relating to Licensee's use and occupancy of the Premises and/or operation of the Kiosk whether such statutes, ordinances, regulations and requirements be now in force or hereinafter enacted. This License is expressly subject to the laws, regulations and policies of City. Licensee shall deliver to City a copy of any notice from any

governmental entity received by Licensee regarding any alleged violation of law regarding the License, Premises or the Kiosk or from any person allegedly entitled to give notice under any conditions, covenants, or restrictions binding or affecting the Premises. The judgment of any court of competent jurisdiction, or the admission by Licensee in a proceeding brought against Licensee by any government entity, that Licensee has violated any such statute, ordinance, regulation or requirement shall be conclusive as between City and Licensee and shall be grounds for termination of this License by City.

#### SECTION 43. MODIFICATION

No waiver or modification of any language in this License shall be valid unless in writing and duly executed by both parties.

#### SECTION 44. INDEPENDENT CONTRACTOR

Licensee is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Licensee shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Licensee and its officers, agents and employees and all business licenses, if any, in connection with the License and/or any services to be performed hereunder.

#### SECTION 45. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this License or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

#### SECTION 46. GOVERNING LAW

This License shall be governed and construed in accordance with the laws of the State of California.

#### SECTION 47. ENTIRETY

The parties acknowledge and agree that they are entering into this License freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this License. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party, or anyone acting on that party's behalf, which are not embodied in this License, and that that party has not executed this License in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this License. The License, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this License, the Premises, the leasing of the Premises to Licensee, or the license term created under this License and supersede all prior understandings and agreements, whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by  
and through their authorized officer's \_\_\_\_\_, 2023.

LICENSEE:  
ONE FIND BLEND

By: \_\_\_\_\_

ITS: (CIRCLE ONE)

Chairman/President/Vice President

AND

By: \_\_\_\_\_

ITS: (CIRCLE ONE)

Chairman/President/Vice President

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

INITIATED AND APPROVED:

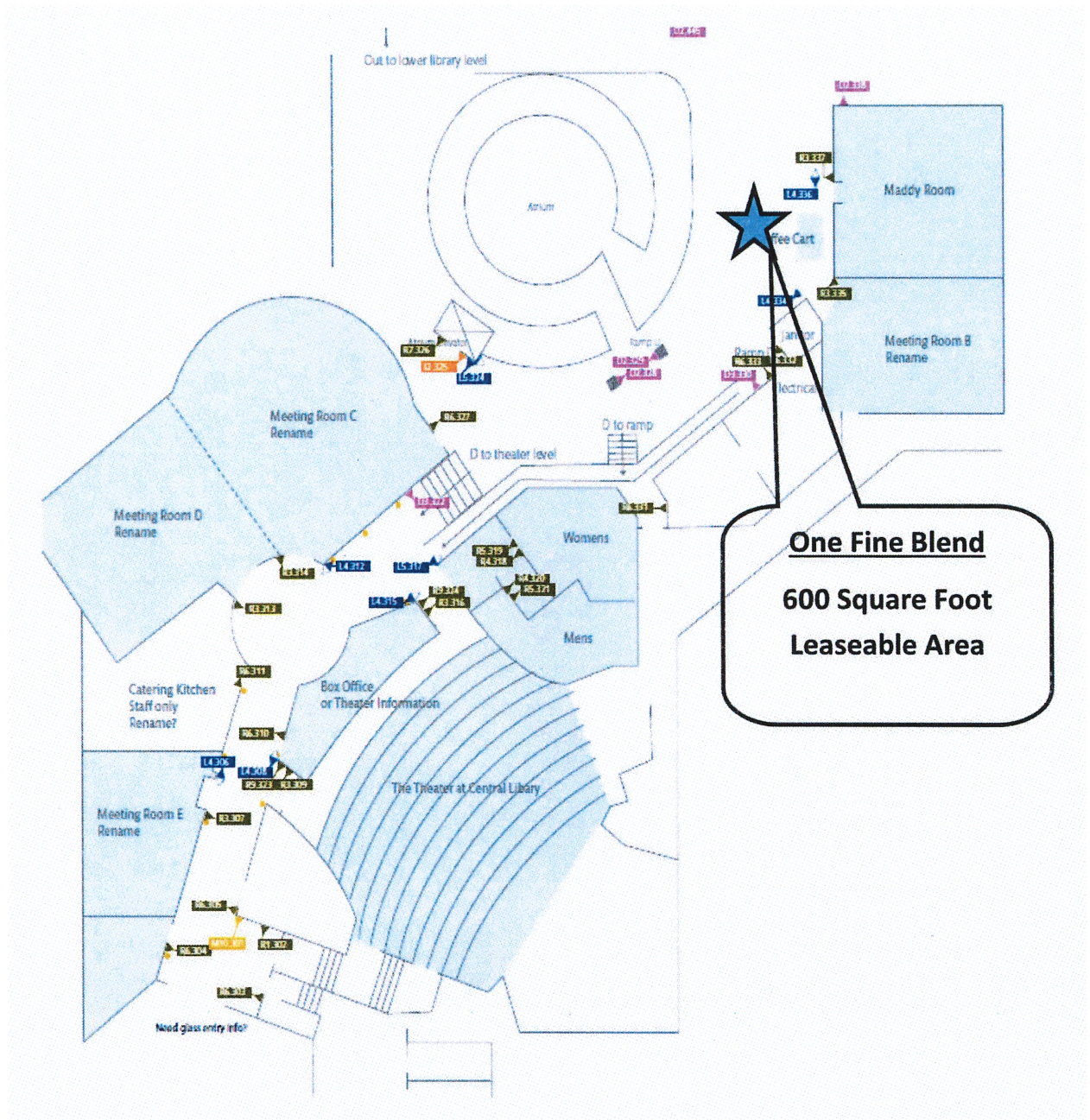
\_\_\_\_\_  
Director of Community & Library  
Services

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager



## EXHIBIT A






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/20/2022

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).

<b>PRODUCER</b>  CHRIS FERRARO JR INSURANCE AGENCY INC. 940 CALLE NEGOCIO STE 230 SAN CLEMENTE, CA 92673		<b>CONTACT NAME:</b> TRACIE SINCLAIR <b>PHONE (A/C, No, Ext):</b> 949-586-7060 <b>FAX (A/C, No):</b> 949-586-1227 <b>E-MAIL ADDRESS:</b> tracie.sinclair.fasu@statefarm.com		
<b>INSURED</b>  PATEL, SUBHASH & SUSHILA DBA ONE FINE BLEND 7111 TALBERT AVE HUNTINGTON BEACH, CA. 92648-1232		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: State Farm Fire and Casualty Company		25143
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

## COVERAGES

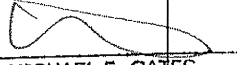
CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		92-J-A173-6	05/03/2022	05/03/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						business property \$ 45,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM

By:   
MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

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

## CERTIFICATE HOLDER

## CANCELLATION

ADDITIONAL INSURED:  
City of Huntington Beach  
2000 Main St  
Huntington Beach, Ca. 92648

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

*Tracie Sinclair*



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4786.1 ADDITIONAL INSURED — OWNERS, LESSEES, OR CONTRACTORS  
(Scheduled)**

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This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number:** 92 J9A173

**Named Insured:**

PATEL, SUBHASH & SUSHILA  
DBA ONE FINE BLEND

**Name And Address Of Additional Insured Person Or Organization:**

CITY OF HUNTINGTON BEACH ITS OFFICERS ELECTED OR APPOINTED OFFICIALS  
EMPLOYEES AGENT AND VOLUNTEERS  
2000 MAIN STREET HUNTINGTON BEACH CA 92648  
ADDED : 05-26-2022

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

**a. Ongoing Operations**

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for that additional insured; or

**b. Products — Completed Operations**

"Your work" performed for that additional insured and included in the "products-completed operations hazard".

However, Paragraph 1. above is subject to the following:

- a. The insurance afforded to the additional insured only applies to the extent permitted by law;

- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance provided to the additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

- c. If the contract or agreement between you and the additional insured is governed by California Civil Code Section 2782 or 2782.05, the insurance provided to the additional insured is the lesser of that which:

- (1) Is allowed for the satisfaction of a defense or indemnity obligation by California Civil Code Section 2782 or 2782.05 for your sole liability; or
- (2) You are required by contract or agreement to provide for such additional insured.

We have no duty to defend or indemnify the additional insured under this endorsement until a claim or "suit" is tendered to us.

2. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

3. With respect to the insurance afforded to the additional insured, the following is added to **SECTION II — LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by contract or agreement, the most we will pay on behalf of the additional insured will be the lesser of the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits Of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

4. With respect to the insurance afforded to the additional insured, the following is added to Paragraph 3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of SECTION II — GENERAL CONDITIONS:**

The additional insured must:

- a. See to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense;

- b. Tender the defense and indemnity of any claim or "suit" to us and to all other insurers who may have insurance potentially available to the additional insured; and
  - c. Agree to make available any other insurance the additional insured has for defense or damages for which we would provide coverage under **SECTION II — LIABILITY.**
5. With respect to the insurance afforded the additional insured, the following replaces **SECTION II — LIABILITY** of Paragraph 7. **Other Insurance of SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**
- a. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that the additional insured is a named insured under such other insurance.
  - b. Regardless of any agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

There will be no refund of premium in the event this endorsement is cancelled.

All other policy provisions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CMP-4787 WAIVER OF TRANSFER OF RIGHTS OR RECOVERY AGAINST  
OTHERS TO US**

---

This endorsement modifies insurance provided under the following:  
BUSINESSOWNERS COVERAGE FORM

**SCHEDULE**

**Policy Number:** 92 J9A173

**Named Insured:**

PATEL, SUBHASH & SUSHILA  
DBA ONE FINE BLEND

**Name And Address Of Person Or Organization:**

CITY OF HUNTINGTON BEACH ITS OFFICERS ELECTED OR APPOINTED OFFICIALS  
EMPLOYEES AGENT AND VOLUNTEERS  
2000 MAIN STREET HUNTINGTON BEACH CA 92648  
ADDED : 05-26-2022

The following is added to Paragraph **10.b.** of **SECTION I AND SECTION II — COMMON POLICY CONDITIONS:**

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under contract with that person or organization and included in the "products-completed operations hazard".

This waiver applies only to the person or organization shown in the Schedule.

All other policy provisions apply.



**CITY OF HUNTINGTON BEACH**  
2000 Main Street, Huntington Beach, CA 92648-2702

## **DECLARATION OF PERMITTEE**

I certify that no vehicle(s) will be used or operated in the performance of the task(s) or event(s) for which this permit is granted.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued in connection with or in the performance of said task(s) or events(s) if any vehicle(s) is used.

Signature of Permittee: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'Subhash R. Patel', is written over a horizontal line.

Print Name: **Subhash R patel**

Company Name (if applicable): **One Fine Blend**

Date Signed: **5/25/22**

**CITY OF HUNTINGTON BEACH**

2000 Main Street, Huntington Beach, CA 92648-2702

**Declaration of Non-Employer Status**

The State of California requires every enterprise or business to provide workers compensation insurance coverage. If you have no employees, you may make a declaration to that effect by completing and signing this form and returning to:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648-2702

I certify that in the performance of the activity or work for which this permit is issued, I shall not employ any person in any manner so as to become subject to California Workers' Compensation Insurance requirements.

I authorize the City of Huntington Beach to immediately and retroactively revoke the license or permit issued under this declaration if I hire any employee(s) or become subject to the provision of the laws requiring Workers' Compensation Insurance.

Company / Organization: One Fine BlendAddress: 7111 Talbert Ave, Huntington Beach, CA 92648Applicant [please print]: Subhash R PatelTitle, if any: Owner

Applicant's Signature: \_\_\_\_\_

Date Signed: 5/25/22Telephone Number: 714/862-6010

Please note that any Volunteer or family members or library employees helping at the Business premises are covered under the OFB Business insurance. **ATTACHMENT #7**