

## LICENSE AGREEMENT

This license agreement (“**Agreement**”) is dated as of July 1, 2026, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the “**County**”) and WEIGH OF LIFE, a California nonprofit public benefit corporation (“**Licensee**”).

### RECITALS

- A. The County is the owner of the real property located at 968 23<sup>rd</sup> Street, Richmond, California, (the "**Property**"). The Property has been improved with a building known as the Veterans Memorial Hall (the “**Building**”) and adjacent on-site parking. A floorplan of the Building is attached as Exhibit A.
- B. The County licensed a portion of the Building to the Licensee pursuant to a license agreement dated January 1, 2025 (the “**2025 License**”), which is associated with a separate service contract for the management of the Building (the “**Service Contract**”). The initial term of the 2025 License and the Service Contract will both expire on June 30, 2026.
- C. The Building serves as a community resource and event center. In recent years, the Building has been used primarily by local veterans and community groups for events and meetings and by Licensee. Licensee operates fitness, health, and nutrition classes and social support services at the Building (these and related activities are hereafter referred to as the “**Community Activities**”) and provides management and operational oversight of the Building, including coordination of third-party use consistent with its community purpose and in accordance with the Service Contract.
- D. As of the effective date of this Agreement, the 2025 License and Service Contract expired by their terms and are being replaced with this Agreement.

The parties therefore agree as follows:

### AGREEMENT

- 1. **Grant of License; Use.** Subject to the terms and conditions of this Agreement, the County hereby grants to Licensee a nonexclusive, revocable license to enter the Building to do the following:
  - a. Perform Community Activities.
  - b. Manage and operate the Building on behalf of the County, including but not limited to marketing, publicizing, scheduling and coordinating use of the Building, facilitating third-party use, opening and closing the Building, and providing day-to-day operational oversight.

All uses of the Building must be consistent with the Building's function as a community resource and event center and must not interfere with County use or the rights of other authorized users.

No other activities are permitted without the County's prior written consent.

2. **Limitations on Use.** Licensee's use of the Property and Building is subject to the following limitations:
  - a. The second floor (mezzanine) of the Building is not to be used under any circumstances.
  - b. The kitchen should only be used for food warming or serving. It is not equipped or approved for commercial food preparation and is not to be used for that purpose. Licensee and any authorized third parties will be expected to leave the kitchen in the same condition in which it was found. Licensee is solely liable for any and all damages or claims arising from the use of the kitchen.
  - c. All parties reserving space in the Building for an event must provide proof of insurance prior to the event.
  - d. No alcohol may be served on the Property unless evidence of a valid liquor license is provided prior to the event.
3. **Term.** The initial term of this Agreement is one year, beginning July 1, 2026, and ending June 30, 2027. Following the initial term, this Agreement will be month-to-month; provided, however, throughout the initial term and any subsequent term, the County and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 90 days' advance written notice, and provided further that the County may terminate this Agreement on ten days' advance written notice if Licensee violates any term or condition of this Agreement.
4. **License Fee.** As consideration for this Agreement, Licensee agrees to (i) provide the Community Activities to the public, (ii) market, publicize, operate, maintain, and manage the Building in accordance with this Agreement, and (iii) assume responsibility for all utilities and certain operating and maintenance costs as set forth herein.
5. **Use of Revenue.** Licensee may charge reasonable fees for the use of the Building by third parties. All revenue generated from such use may be retained by Licensee and shall be used solely to offset the costs of operating, maintaining, and managing the Building and providing the Community Activities.
6. **Utilities, Operating, and Maintenance Costs.** Licensee shall be responsible, at its sole cost, for all utilities serving the Building, including but not limited to electricity, water, gas, trash, pest control, telephone and internet services. Licensee shall also be responsible for routine operating costs associated with the management of the Building, including management staff time, janitorial services, and minor maintenance. Minor maintenance includes but is not limited to replacing light bulbs, fixing leaky faucets or minor

plumbing drips, repairing small electrical outlets or switches, caulking or patching minor wall damage, and changing batteries in smoke or carbon monoxide detectors.

Licensee shall perform regular inspections of the Building and Property to identify repair and maintenance needs and perform such repairs and maintenance. Licensee is solely responsible for responding to and addressing urgent maintenance issues that arise during regular business hours (8 a.m. to 5:00 p.m.) or after-hours (from 5:00 p.m. to 8 a.m.). In the event that the County is required to respond to and resolve urgent maintenance issues resulting from the Licensee's use of the Premises, or caused by, in whole or in part, the negligence of the Licensee, its employees, agents, invitees, guests, or authorized renters, the Licensee shall reimburse County for all costs incurred.

The County shall remain responsible for structural repairs and major capital improvements unless otherwise agreed to by the parties in writing.

7. **Recordkeeping Requirements.** Throughout the term of this Agreement, Licensee shall:
  - a. Maintain records and, if requested by County, prepare reports on Building use, revenue, and expenses.
  - b. Licensee shall maintain a spreadsheet of all rental activity that includes: (i) renter information, (ii) details about the rental activity, including date(s), time(s), and purpose, and (iii) amounts paid by renter to Licensee.
  - c. Licensee shall maintain records relating to any and all expenditures relating to utilities, operating and maintenance costs.
  - d. Licensee shall maintain accurate financial records of all such revenue and expenditures, and upon reasonable request by the County, provide a summary of revenues and expenditures related to the Building.
  
8. **County Use of Building.** The County reserves the right to use the Building for elections, including but not limited to polling, ballot processing, and related purposes, as well as for other County-sponsored events or governmental purposes. The County shall provide reasonable notice to Licensee of such use and shall use reasonable efforts to minimize disruption to Licensee's operations.
  
9. **Improvements to the Premises.**
  - a. Licensee may not construct any improvements on the Building without prior written consent from the County. For the purposes of this Agreement, any equipment Licensee is permitted to install on the Building is not considered to be an improvement to the Property or the Building and must be removed by Licensee, at its sole cost, upon the termination of this Agreement.
  - b. Any improvements to the Building by Licensee (with or without the consent of the County) must be removed by Licensee, at its sole cost, except those improvements that the County and Licensee agree are not required to be removed upon the

termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.

- c. If Licensee fails to remove any improvements or equipment it is required to remove, the County may remove them at Licensee's expense, and Licensee shall immediately reimburse the County upon Licensee's receipt of an invoice from the County.
10. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction over Licensee's activities. Licensee shall comply with all rules, regulations, and laws applicable to such permits or approvals. This Agreement does not constitute governmental approval by Contra Costa County of this use.
11. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The County reserves the right to issue licenses, easements and permits to others that could affect the Property or the Building.
12. **Existing Facilities.** It is understood and agreed that the County may have leases, licenses, and/or easements with others for all or a portion of the Property. The holders of the leases, licenses, and/or easements granted by the County have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.
13. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the County, its officers, agents, and employees against all liabilities, judgments, costs, and expenses that may in any way accrue against the County or its agents as a result of Licensee's use of the Property or the Building, including third party rentals, save and except claims or litigation arising from the sole negligence or sole willful misconduct of the County.
14. **Insurance.** During the entire term of this Agreement and any extension or modification thereof, Licensee shall keep in effect insurance policies meeting the following insurance requirements:
  - a. **Commercial General Liability Insurance.** For all agreements where the total payment limit of the agreement is \$500,000 or less, Licensee will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Licensee under this Agreement. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Licensee's insurance policy or policies. Licensee must provide County with a copy of the endorsement making the County an

additional insured on all commercial general liability policies as required herein no later than the effective date of this Agreement. For all agreements where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Licensee must have a minimum combined single limit coverage of \$1,000,000.

b. Workers' Compensation. Licensee must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Licensee must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Agreement. If Licensee should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Agreement, then Licensee must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. No later than five days after Licensee's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Licensee's insurance coverage required by this Agreement; or (ii) a notice of a material change to Licensee's insurance coverage required by this Agreement, Licensee will provide County a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Licensee's failure to provide County the notice as required by the preceding sentence is a default under this Agreement.

e. Professional Liability Insurance. Throughout the term of this Agreement, Licensee shall maintain all necessary insurance for services to be provided by Licensee hereunder, including but not limited to professional malpractice or Errors and Omissions liability coverage. Malpractice or Errors and Omissions liability insurance shall be in an amount no less than \$1,000,000 per claim and \$1,000,000 annual aggregate and shall be from a reputable insurance company acceptable to the County. Licensee shall provide the County with a valid certificate of insurance evidencing the coverage required by this clause and shall promptly advise County of any and all claims paid by the insurer(s) under said insurance.

f. Cyber Liability Insurance. Licensee shall procure and maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Licensee in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for data breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

15. Assignment. Licensee may not assign its rights under this Agreement.



The parties are signing this Agreement as of the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

WEIGH OF LIFE, a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Warren Lai  
Director of Public Works

By: \_\_\_\_\_  
Ruth Vasquez Jones  
Executive Director

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Stacey Sinclair  
Senior Real Property Agent

APPROVED AS TO FORM  
THOMAS L. GEIGER, COUNTY COUNSEL

By: \_\_\_\_\_  
Liliana Garcia  
Deputy County Counsel

EXHIBIT A

Floorplan of Building

