

## LEASE AGREEMENT

Eunju Lim (Coffee Society)

This Lease Agreement ("Lease") is entered into as of the 1st day of March 1, 2019, by and between the City of Cupertino, a municipal corporation, 10300 Torre Avenue, Cupertino, CA 95014 ("Lessor"), and Eunju Lim, 10800 Torre Avenue, Cupertino, CA 95014 ("Lessee").

WHEREAS, Lessor is the owner of certain real property commonly described as being located at 10800 Torre Avenue in the City of Cupertino, County of Santa Clara, California and more particularly described in Exhibit "A" attached hereto ("Lessor's Property"); and

WHEREAS, Lessor operates on Lessor's Property a public library, and desires to have Lessee operate a café located on the north west corner of the public library building and operated under the name Coffee Society; and

WHEREAS, Lessee desires to lease from Lessor the café portion of Lessor's Property (the "Leased Premises") to operate an independently owned café business.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties hereby agree as follows:

### 1. LEASE OF PREMISES.

Lessor leases to Lessee and Lessee leases from Lessor the Leased Premises consisting of approximately 500 square feet of interior space within the public library building, along with the non-exclusive right to use exterior public plaza space as more particularly depicted in Exhibit B, attached hereto, together with the nonexclusive right to use the common areas and parking areas of Lessor's Property.

### 2. TERM AND OPTION.

#### 2.1 Initial Term.

The term of this Lease shall be for five years, commencing on March 1, 2019 ("Commencement Date") and ending February 28, 2024.

### 3. RENT.

#### 3.1 Base Rent.

Lessee agrees to pay Lessor as rent for the Premises commencing upon the Commencement Date the sum shown below in lawful money of the United States payable on or before the first day of each calendar month to the Lessor at the address shown in Section 21.

- a. From March 1, 2019 through February 29, 2020, the monthly sum of \$1,907.00

On an annual basis for each succeeding year of the lease term as well as during any renewal term, the monthly rental shall be increased to reflect the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco Area, as published by the United States Department of Labor, or such other Index which is most consistent therewith if the Consumers Price Index is no longer published.

On March 1 of each succeeding year, monthly rent shall be adjusted utilizing the most currently available CPI-U figure, in comparison with the CPI-U figure for the same calendar month 12-months previously. For example, if as of March 1, 2019 the most currently available CPI figure is for the month of December, 2018, then the December 2018 CPI-U figure would be compared with the December 2017 CPI-U figure. If the December 2018 figure were 290, and the December 2017 figure were 277.5, then the monthly rental commencing March 1, 2019 through February 28, 2020 would be \$1907.00.  $[(290/277.5) \times \$1,825.00 \text{ (monthly rent of previous year)}] = \$1,907.00$ . Notwithstanding the foregoing, in no event shall the monthly rent be reduced below the prior year's monthly rental rate.

### 3.2 Late Charges.

Any installment of rent or any other sum due by Lessee and not received by Lessor within ten (10) days after such amount shall be due, without any requirement for notice to Lessee, shall be subject to a late charge equal to five percent (5%) of such overdue amount.

## 4. TAXES.

### 4.1 Real Estate Taxes.

For the term of this Lease, Lessor shall pay all real estate taxes and assessments levied upon Lessor's Property, if any.

### 4.2 Personal Property Taxes.

During the term hereof, Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Lessee contained in the Leased Premises, and when possible Lessee shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real property of Lessor. In the event any or all of the Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with Lessor's real property, the Lessee shall pay to Lessor its share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of the taxes applicable to the Lessee's property.

## **5. USE.**

### **5.1 Lessee's Use.**

Lessee shall use the Premises to operate a café that will serve only non-alcoholic beverages (unless approved otherwise by City issued permits), coffee, tea, pastry, light lunch, dessert, and snack type items to the general public including City of Cupertino employees. Lessee shall not use the Leased Premises for any other purpose without the written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. Lessee, at Lessee's sole cost and expense, shall comply with all applicable municipal, state and federal statutes, ordinances, rules and regulations in effect during the term of this Lease regulating the use by Lessee of the Premises.

### **5.2 Uses Prohibited.**

Lessee shall not use nor permit the use of the Leased Premises in any manner that will tend to create waste or nuisance or unreasonably disturb other tenants and operators on Lessor's Property. No use shall be made or permitted to be made of said Premises, nor acts done, which will increase the existing rate of insurance upon the building in which said Premises may be located once said rate is established or cause a cancellation of any insurance policy covering said building or any part thereof, nor shall Lessee sell or permit to be kept, used or sold in or about said Premises, any article which may be prohibited by a standard form of fire insurance policies. Lessee shall, at its sole cost, comply with any and all requirements, pertaining to the use of said Premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.

## **6. ALTERATIONS AND FIXTURES.**

### **6.1 Lessee's Rights.**

Lessee shall not make any alterations of the Leased Premises, or any part thereof, without the prior written consent of Lessor. Lessee shall repaint the interior walls of the Premises at Lessee's expense provided that Lessor has approved the paint color selections. Any additions to, or alterations of, said Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor. Any such alterations shall be in conformance with the requirements of all municipal, state and federal authorities. All fixtures, excluding trade fixtures, that are attached to the Premises shall become at once a part of the realty and belong to Lessor on expiration or sooner termination of this Lease.

### **6.2 Lessor's Rights.**

Lessor has the right, in its sole discretion to modify, reconfigure and renovate the public library of which the Leased Premises are part; provided, however, that if the exercise of such right interferes with Lessee's quiet enjoyment of use of the Leased Premises, Lessee may be relieved from the remaining term of the lease, but is not entitled to any other recourse or remedy resulting from Lessor's decision to exercise this right.

## **7. MAINTENANCE, REPAIRS AND ALTERATIONS.**

### **7.1 Lessor's Obligations**

Except for damage caused by any negligent or intentional act or omission of Lessee, Lessee's agents, employees, or invitees in which event Lessee shall repair the damage, Lessor, at Lessor's expense, shall keep in good order, condition and repair the foundations, exterior walls and the exterior roof of the Premises. Lessor shall have no obligation to make repairs under this Section 7.1 until a reasonable time after receipt of written notice of the need for such repairs. Lessee expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense because of Lessor's failure to keep the Premises in good order, condition and repair. Lessor, at Lessor's expense, shall keep in good order, condition and repair the Premises and every part thereof (whether or not the damaged portion of the Premises or the means of repairing the same are reasonably or readily accessible to Lessee) including, without limiting the generality of the foregoing, all plumbing, electrical and lighting facilities and equipment within the Premises, excluding trade fixtures, interior walls and interior surface of exterior walls, ceilings, windows, doors, and glass, located within the Premises. If a regulatory agency finds that there are alterations required to make the premises compliant with the Americans with Disabilities Act, Lessor shall, at Lessor's expense, make the necessary alterations to the premises.

### **7.2 Lessee's Obligations.**

(a) Lessee agrees that it will abide by the terms of the Lease and will manage its operations in accordance with industry standards for similar businesses in the Bay Area and at the highest standards of cleanliness in order to deliver an image and services that will appropriately blend with Premises and purposes of this Lease. Lessee shall be obligated for the day-to-day maintenance and cleaning of the interior and exterior surface of windows and plate glass. Lessee agrees that it will maintain all furniture, both exterior and interior, at the highest standards of quality and cleanliness, and will replace furniture as necessary to ensure the safety of Lessee's agents, employees, customers and invitees. Any furniture supplied and paid for by the Lessee shall remain the property of the Lessee after the term of this lease. Any furniture supplied by the Lessor shall remain the property of the Lessor after the term of this lease. Lessee agrees that it will only employ people who create a clean, well-groomed, friendly, and



positive image of its business. Lessee further agrees that it will require its employees to wear a standard logo top and similar matching pants in order to present a uniform staff appearance.

(b) If Lessee fails to perform Lessee's obligations under this Section or under any other section of this Lease, Lessor may at Lessor's option enter upon the Premises after ten (10) days' prior written notice to Lessee (except in case of emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf and put the Premises in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall be due and payable as additional rent to Lessor together with Lessee's next rental installment.

(c) On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in good condition, ordinary wear and tear excepted, clean and free of debris including the removal of Lessee's trade fixtures. Lessee shall repair any damage to the Premises occasioned by the installation or removal of its trade fixtures, furnishings and equipment.

## **8. INSURANCE.**

### **General Liability**

Lessee shall maintain general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Lessee's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

### **Workers' Compensation**

Lessee shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Lessee shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

All such policies of insurance shall be issued in the name of Lessee and Lessor and for the mutual and joint benefit and protection of the parties, and such policies of insurance shall include a provision requiring that the insurer give Lessor at least ten (10) days written notice before any cancellation, decrease in coverage or other material change is effective. Copies of the policy or a Certificate of Insurance thereof shall be delivered to the Lessor within fifteen (15) days after the Commencement Date stated. If Lessee fails to deliver adequate proof that it has obtained and kept in force and effect the insurance required by this Section, Lessor shall have

the right, at its option and after notice to Lessee, to effect such insurance and charge the cost of the premiums to Lessee's account.

#### **9. INDEMNIFICATION OF LESSOR.**

Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, hereby waives all claims against Lessor for damage to goods, wares and merchandise, in, upon or about said Premises and for injuries to persons in or about said Premises, from any cause resulting from Lessee's use and occupation on the Premise arising at any time; and Lessee will indemnify and hold Lessor and the property of Lessor exempt and harmless from any and all claims, liabilities, loss, expenses, damage or injury resulting from Lessee's use and occupation of the Premises, including, but not limited to, any claim, liability, loss, or damage arising by reason of death or injury of any person, the damage to or destruction of any property of any person, and any work performed on said Premises or materials furnished to said Premises at the instance or request of Lessee or its agents or employees.

#### **10. ABANDONMENT OF PERSONAL PROPERTY.**

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease; and if Lessee shall abandon, vacate or surrender the Premises or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor.

#### **11. UTILITIES.**

Lessee shall pay for telephone service, janitorial service including interior and exterior window washing and all other services used in, upon, or about the Premises by Lessee with the exception of water, sewer, trash removal from receptacles and electricity which Lessor shall pay.

#### **12. ENTRY AND INSPECTION.**

Lessee shall permit Lessor and its agents to enter into and upon the Premises at all reasonable times after notice, except in case of an emergency, for the purpose of inspecting the same or for the purpose of maintaining the building in which said Premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs. Lessor shall be permitted to do any of the above without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises thereby occasioned. Lessee shall permit Lessor, at any time within ninety (90) days prior to the expiration of this Lease, to place upon said Premises any usual or ordinary "For Lease" signs and during such ninety (90)

day period Lessor or its agents may, during normal business hours, enter upon said Premises and exhibit same to prospective Lessees.

### **13. DAMAGE AND DESTRUCTION OF PREMISES.**

In the event of (a) partial destruction of said Premises or the building containing same during the term of this Lease or any extensions thereof, which requires repairs to either said Premises or said building, or (b) said Premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Lessee's act, use or occupation, which declaration requires repairs to either said Premises or said building, Lessor shall forthwith make said repairs provided Lessee gives to Lessor thirty (30) days written notice of the necessity therefore. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any way annul or void this Lease except that Lessee shall be entitled to a proportionate reduction of minimum guaranteed rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in said Premises. However, if during the last one year of the term of this Lease the building is damaged as a result of fire or any other insured casualty to an foundation), Lessor may, within thirty (30) days following the date such damage occurs, terminate this Lease by written notice to Lessee. If Lessor, however, elects to make said repairs, and provided Lessor uses due diligence in making said repairs, this Lease shall continue in full force and effect and the minimum guaranteed rent shall be proportionately reduced as provided above. If Lessor elects to terminate this Lease all rents shall be prorated between Lessor and Lessee as of the date of such destruction. The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at any time during the term hereof to an extent of more than twenty-five (25%) percent of its then replacement cost (excluding foundation) as a result of a casualty not insured against, Lessor may within thirty (30) days following the date of such destruction terminate this Lease upon written notice to Lessee. If Lessor does not elect to so terminate because of said uninsured casualty, Lessor shall promptly rebuild and repair said Premises and Lessee's rental obligation shall be proportionately reduced as provided above. In respect to any partial destruction (including any destruction necessary in order to make repairs required by any authorized public authority) which Lessor is obligated to repair and may elect to repair under the terms of this Article, Lessee waives any statutory right it may have to cancel this Lease as a result of such destruction.

### **14. SALE OF BUSINESS, ASSIGNMENT AND SUBLETTING.**

Lessee shall not be permitted for any reason to assign or sublet the Lease during the first twenty-four (24) months of this Lease, except as provided below. During the last twelve (12) months of this lease, Lessee shall not, without Lessor's prior written consent, which consent

may be withheld in Lessor's sole and absolute discretion, sublet the Premises or any part thereof or assign the Lease.

Notwithstanding the foregoing, Lessee is permitted to sell the "Coffee Society" provided the purchaser provides the same name, type and level of service as currently offered. In the event of a sale of the business and an Assignment is executed that is acceptable to the City, Lessee will be released from all liability under this Lease.

#### **15. EMINENT DOMAIN.**

If all or any part of the Premises is taken for public or quasi-public use by a governmental authority under the power of eminent domain or is conveyed to a governmental authority in lieu of such taking, and if the taking or conveyance causes the remaining part of the Premises to be untenable and inadequate for use by Lessee for the purpose for which they were leased, then Lessee, at its option and by giving notice within fifteen (15) days after the taking, may terminate this Lease as of the date Lessee is required to surrender possession of the Premises. If a part of the Premises is taken or conveyed but the remaining part is tenantable and adequate for Lessee's use, then this Lease shall be terminated as to the part taken or conveyed as of the date Lessee surrenders possession; Lessor shall make such repairs, alterations and improvements as may be necessary to render the part not taken or conveyed tenantable; and the rent shall be reduced in proportion to the part of the Premises taken or conveyed. All compensation awarded for the taking or conveyance shall be the property of Lessor without any deduction therefrom for any estate of Lessee, and Lessee hereby assigns to Lessor all its right, title and interest in and to the award. Lessee shall have the right, however, to recover from the governmental authority, but not from Lessor, such compensation as may be awarded to Lessee on account of the interruption of Lessee's business, moving and relocation expenses and removal of Lessee's trade fixtures and personal property.

#### **16. DEFAULT.**

If Lessee fails to make any payment required by the provisions of this Lease, after ten (10) days of the due date, or fails within fifteen (15) days after written notice thereof to correct any breach or default of the other covenants, terms or conditions of this Lease, or if Lessee breaches this Lease and abandons the property before the end of the term, such acts shall constitute a default under this Lease and Lessor shall have the right at any time thereafter to elect to terminate said Lease and Lessee's right to possession thereunder. Upon such termination, Lessor shall have the right to recover against Lessee:

(a) The worth at the time of award of the unpaid rent, which had been earned at the time of termination;

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and

(d) Any other amount necessary to compensate the Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefore.

The "worth at the time of award" of the amounts referred to in subsections a. and b. above shall be computed by allowing interest at ten (10%) percent per annum or the maximum rate permitted by law. The worth at the time of award of the amount referred to in subsection c. shall be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one (1%) percent.

Such efforts as Lessor may make to mitigate the damages caused by Lessee's breach of this Lease do not constitute a waiver of Lessor's right to recover damages against Lessee hereunder, nor shall anything contained herein affect Lessor's right to indemnification against Lessee for any liability arising prior to termination of this Lease for personal injuries or property damage, and Lessee hereby agrees to indemnify and hold Lessor harmless from any such injuries and damages, including all attorney's fees and costs incurred by Lessor in defending any action brought against Lessor for any recovery thereof, and in enforcing the terms and provisions of this indemnification provision against Lessee.

If Lessor elects to terminate this Lease and gives Lessee notice of such termination, upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on the effective date of the notice as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease and all rights of Lessee shall hereunder expire and terminate, but Lessee shall remain liable as here before provided.

In the event Lessee abandons the Premises, this Lease shall terminate if the Lessor gives written notice of his belief of abandonment pursuant to Civil Code Sections 1951.2 and 1951.3.

Notwithstanding any of the following, the breach of this Lease by Lessee, or an abandonment of the Premises by Lessee, shall not constitute a termination of this Lease, or of Lessee's right of possession hereunder, unless and until Lessor elects to do so, and until such time Lessor shall have the right to enforce all of its rights and remedies under this Lease, including the right to recover rent, and all other payments to be made by Lessee hereunder, as it becomes due;

provided, however, that until such time as Lessor elects to terminate this Lease, and Lessee's right of possession hereunder, to collect said rents, issues and profits as they become due and payable. Upon any such breach or default, Lessor shall have the right at any time thereafter, without notice except as provided for above, either in person, by agent or by a receiver to be appointed by a court, to enter and take possession of said Premises and collect such rents, issues and profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Lessor may determine.

The parties hereto agree that acts of maintenance or preservation or efforts to re-lease the Premises, or the appointment of a receiver upon the initiative of the Lessor to protect its interests under this Lease shall not constitute a termination of Lessee's right of possession for the purposes of this Article unless accompanied by a written notice from Lessor to Lessee of Lessor's election to so terminate. Nothing contained in this Article shall in any way diminish or be construed as waiving any of the Lessor's other remedies as provided elsewhere in this Lease or by law or in equity.

#### **17. ATTORNEY'S FEES.**

If Lessor is involuntarily made a party defendant to any litigation concerning this Lease or the Premises by reason of any act or omission of Lessee, then, Lessee shall hold harmless Lessor from all liabilities by reason thereof, including reasonable attorneys' fees and all costs incurred by Lessor in such litigation. At its sole discretion Lessor may choose to tender the defense of any action brought under this Lease against Lessor or in which Lessor is named a party.

Lessor shall be entitled to recover all collection costs including reasonable attorney's fees incurred by it as a result of Lessee's default as herein provided. If either Lessor or Lessee shall commence any legal proceedings against the other with respect to any of the terms and conditions of this Lease, the non-prevailing party therein shall pay to the other all expenses of said litigation, including a reasonable attorneys' fees as may be fixed by the court having jurisdiction for litigation of any matters relating to this Lease and service mailed to the address of Lessees set forth herein shall be adequate service for such litigation.

#### **18. SECURITY DEPOSIT.**

Lessee has deposited with Lessor the sum of Five Thousand Dollars (\$5,000.00), receipt of which is hereby acknowledged by Lessor, said deposit being given to secure the faithful performance by the Lessee of all of the terms, covenants, and conditions of this Lease by the Lessee to be kept and performed during the term hereof. Lessee agrees that if the Lessee shall fail to pay the rent herein reserved promptly when due, said deposit may, at the option of the Lessor (but Lessor shall not be required to) be applied to any rent due and unpaid, and if the Lessee violates any of the other terms, covenants, and conditions of this Lease, said deposit shall be applied to any

damages suffered by Lessor as a result of Lessee's default to the extent of the amount of the damages suffered. Lessor shall not be required to keep such deposit separate from its general accounts.

Nothing contained in this Article shall in any way diminish or be construed as waiving any of the Lessor's other remedies as provided herein, or by law or in equity. Should the entire security deposit, or any portion thereof, be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, on the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security deposit to its original amount, and Lessee's failure to do so within fifteen (15) days after receipt of such demand, shall constitute a breach of this Lease. Should Lessee comply with all of the terms, covenants, and conditions of this Lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Lessee to Lessor hereunder, said security deposit shall be returned in full to Lessee at the end of the term of this Lease, or upon the earlier termination of this Lease, except in the event the Premises are sold as a result of the exercise of any power of sale under any mortgage or deed of trust, in which event this Lease shall be automatically amended to delete any reference to this Section, and Lessee shall be entitled to immediate reimbursement of its security deposit from the party then holding said deposit. This Lease does not create a trust relationship between Lessor and Lessee with respect to such security deposit, and Lessor shall be entitled to treat such security deposit as Lessor's own property.

#### **19. HOLDING OVER.**

Any holding over after the expiration of the term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice, and upon terms and conditions as existed during the last year of the term hereof except that the rent payable shall be one hundred and fifty percent (150%) of the rent payable immediately preceding the termination date of this Lease.

#### **20. BINDING EFFECT.**

The provisions of this Lease shall, subject to Section 14 on assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

#### **21. NOTICE.**

All notices must be in writing and shall be delivered by hand, by nationally recognized overnight express delivery service or by U.S. registered or certified mail, to the addresses set forth below:

LESSEE: Eunju Lim

Coffee Society  
10800 Torre Avenue  
Cupertino, CA 95014-3255  
Phone: (408) 642-9907  
Email: lejblue@gmail.com

LESSOR: City Manager  
City of Cupertino  
10300 Torre Avenue  
Cupertino, CA 95014-3255  
Phone: (408) 777-3212  
Email: city.manager@cupertino.org

## 22. PARTIAL INVALIDITY.

If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or enforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

## 23. ENTIRE AGREEMENT.

This Lease sets forth the entire agreement between the parties. No amendment or modification of this Lease shall be binding or valid except by written instrument and signed by the parties.

Executed as of the date first written above.

Lessor:

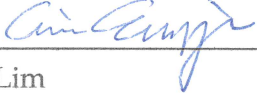
CITY OF CUPERTINO

By \_\_\_\_\_  
Timm Borden  
Interim City Manager

Lessee:



EUNJU LIM

By   
Eunju Lim  
Coffee Society Owner

APPROVED AS TO FORM:

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

EUNJU LIM

By \_\_\_\_\_

Eunju Lim

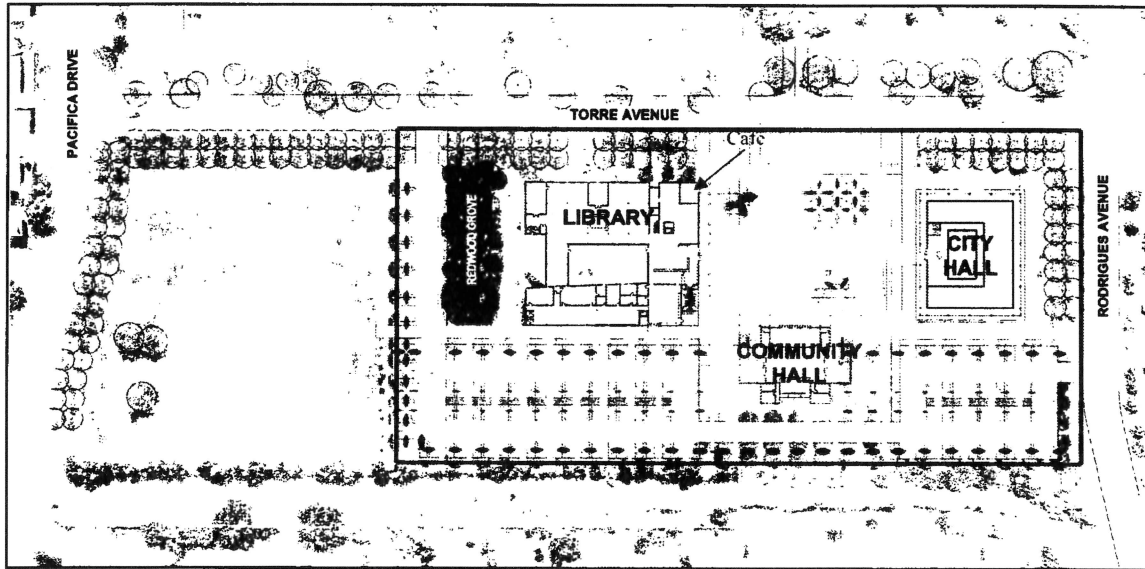
Coffee Society Owner

APPROVED AS TO FORM:

ROCKO V. FERRER

City Attorney

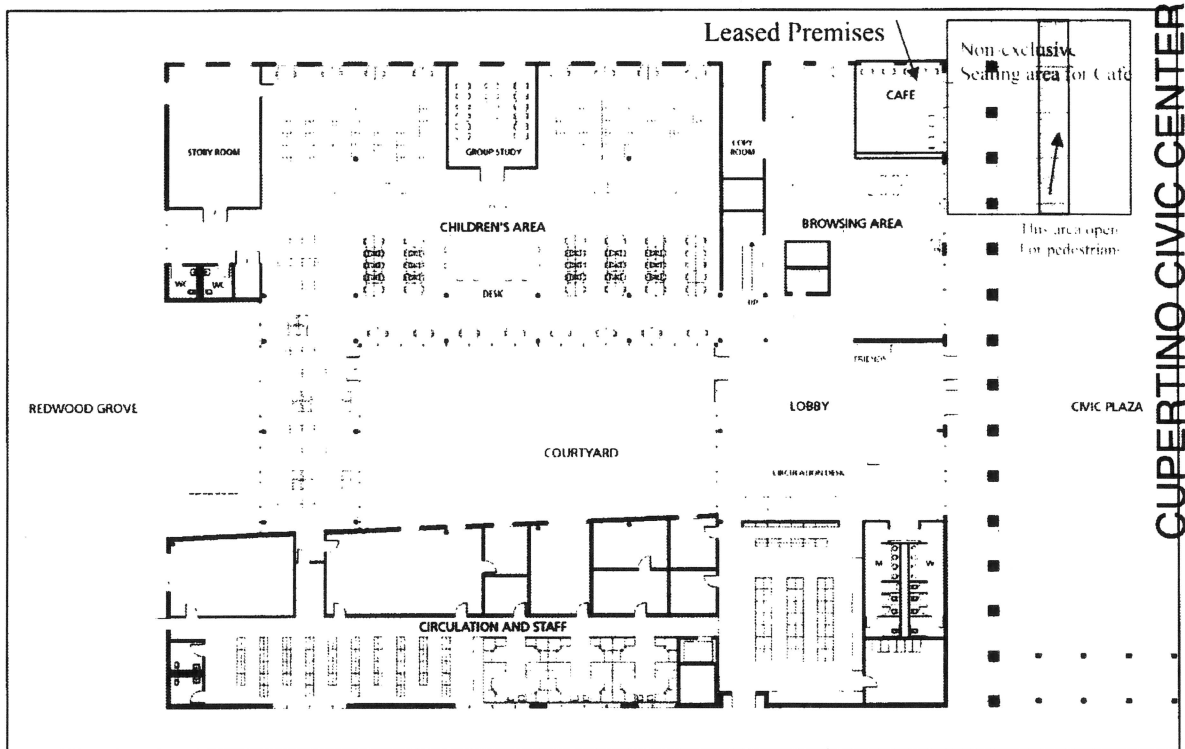
Exhibit A Landlord's Property



CUPERTINO CIVIC CENTER

civic plaza

Exhibit B Leased Premises



the library  
first floor plan




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2019

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> <b>State Farm</b>  DEBBIE YANG STATE FARM 3484 STEVENS CREEK BLVD STE. A SAN JOSE, CA 95117	<b>CONTACT NAME:</b> DEBBIE YANG <b>PHONE (A/C, No, Ext):</b> 408-261-1623 <b>FAX (A/C, No):</b> 408-261-1625 <b>E-MAIL ADDRESS:</b> debbie.yang.d911@statefarm.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25143
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<b>INSURED</b> EUNJU LIM DBA COFFEE SOCIETY 10800 TORRE AVE STE 100 CUPERTINO, CA 95014-3207	<b>COVERAGES</b> 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.	<b>CERTIFICATE NUMBER:</b> 97-CY-B451-7	<b>REVISION NUMBER:</b>
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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	A	N	97-CY-B451-7	11/20/2018	11/20/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000 OTHER \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N	97-CQ-W859-7	12/26/2018	12/26/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> F.L. EACH ACCIDENT \$ 1,000,000 F.L. DISEASE - EA EMPLOYEE \$ 1,000,000 F.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

SELLING COFFEE, TEA, &amp; SNACKS

LIABILITY COVERAGE HAS BEEN INCREASED \$1,000,000 TO \$2,000,000 EFFECTIVE 02-08-2019.

**CERTIFICATE HOLDER**CITY OF CUPERTINO  
10300 TORRE AVE  
CUPERTINO, CA 95014-3255**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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