

**LEASE AND CARETAKER AGREEMENT BETWEEN  
THE CITY OF CUPERTINO  
AND  
FRIENDS OF STEVENS CREEK TRAIL  
FOR THE McCLELLAN RANCH HOUSE**

This Lease and Caretaker Agreement ("Lease"), is entered into as of July 1, 2020 ("Effective Date"), by and between the City of Cupertino ("City") and the Friends of the Stevens Creek Trail, a California nonprofit corporation ("Lessee"). City and Lessee are each a "party" and are collectively the "parties."

**RECITALS**

A. City is the owner of certain real property commonly known as the "McClellan Ranch House" located 22221 McClellan Road, McClellan Ranch Park, City of Cupertino, County of Santa Clara, State of California (the "Property").

B. Lessee is a 501(c)(3) nonprofit organization that offers educational and informational programs to the community that promote the Stevens Creek Trail.

C. City and Lessee desire to enter an agreement to lease a portion of the Property that includes approximately 109 square feet of space within the ranch house (81 square feet office and 28 square feet storage), together with the non-exclusive use of hallways, restrooms, and outside parking facilities (the "Premises").

D. City and Lessee entered a Lease and Caretaker Agreement Between the City of Cupertino and the Friends of the Stevens Creek Trail for the McClellan Ranch House effective July 1, 2018 whereby Lessee leased the Premises from City for the period July 1, 2018 to June 30, 2019 ("2018 Lease"). City and Lessee entered into a First Amendment to Lease and Caretaker Agreement Between the City of Cupertino and the Friends of the Stevens Creek Trail for the McClellan Ranch House effective July 1, 2019 extending the term of the 2018 Lease for one-year from July 1, 2019 to June 30, 2020 ("First Amendment").

E. The parties desire to enter this new Lease for the Premises. This lease will become effective July 1, 2020, following the expiration of the 2018 Lease and First Amendment.

NOW, THEREFORE, in consideration of the promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the parties agree as follows.

1. PURPOSE OF LEASE.

Lessee and City enter this Lease with two goals: enhancing the quality of environmental programs for City's community and providing a natural area for the conduct of some of Lessee's ongoing activities. As such, both the City and Lessee agree to work together throughout the term of this Lease to develop a program of activities mutually beneficial to City and Lessee. In consideration for City allowing Lessee to use the Premises, Lessee agrees to conduct the activities/programs/events

and/or provide the services, as provided in the Scope of Work, attached hereto and incorporated by this reference as Exhibit A.

2. DESCRIPTION OF PREMISES TO BE LEASED.

The Premises is a portion of the Property consisting of 109 square feet within the ranch house together with the non-exclusive use of hallways, restrooms, and outside parking facilities (the "Premises").

3. LEASE TERM.

a. Initial Term. The Initial Term of this Lease shall be for a period of five (5) years commencing on July 1, 2020 ("Effective Date") and ending June 30, 2025.

b. Option to Renew. Upon mutual agreement of City and Lessee, the term of this Lease may be extended for up to five (5) one-year terms (each a "Renewal Term") on the same terms, covenants, and conditions of this Lease, except for the Rent, which shall increase by three percent (3%) per year during the Initial Term and each Renewal Term, where the next year's rent shall be three percent (3%) of the prior year's rent. To request a Renewal Term, Lessee must give written notice of its interest in extending the term to the City Manager ("Renewal Request") at least two (2) months but not more than four (4) months before the expiration of the prior term, and Lessee must not be in default under this Lease, either on the date of the Renewal Request or at the time the Renewal Term commences. The City Manager shall review a timely Renewal Request and approve or deny the Request, in her sole and absolute discretion, at least one (1) month prior to expiration of the previous Lease term. If the City Manager denies the Renewal Request or fails to act on the Renewal Request, this Lease shall expire at the end of the term. Lessee shall have no rights to extend any term of the Lease beyond the rights set forth in this Subsection.

4. RENT.

In consideration for the lease of the Premises, Lessee shall pay City as follows:

a. Rent. Lessee shall pay monthly rent to the City, without deduction or setoff, based upon the rate of one hundred and nineteen dollars and fifty cents (\$119.50) per month subject to an annual increase of three percent (3%) as provided in Section 3.b of this Lease. Rent shall be payable on or before the first (1st) day of each calendar month without notice or demand of any kind by City. All payments shall be submitted to City of Cupertino, Attn: Director of Finance, 10300 Torre Avenue, Cupertino, CA 95014.

b. Late Charges. In the event that any installment of rent or any other sum due by Lessee is not received by City within ten (10) days after the due date, rent is deemed late and delinquent and a late charge equal to \$20.00 plus interest at the rate of 10% per annum of the overdue amount shall be assessed as additional rent. Lessee further agrees to pay \$20.00 for each dishonored bank check.

5. HOLDING OVER.

If Lessee remains in possession of the Premises with City's consent after the expiration of the term of this lease, such possession by City shall be construed to be a tenancy from month to month, terminable upon thirty (30) days written notice given at

any time by either party. The same terms and conditions contained in this Lease shall apply to any month-to-month tenancy, provided that the monthly base rent shall be one and one-half (1½) times the monthly rent payable immediately preceding the termination date of this Lease.

6. SECURITY DEPOSIT.

A security deposit of \$100.00, not applicable toward the last month's rent payment, has been paid by Lessee.

7. UTILITIES.

City shall be responsible for the payment of all utility bills applicable to the Premises, including water, electrical services, garbage, and janitorial services for the Premises. Lessee shall be responsible for its own telephone, internet, and similar service and shall provide its own office equipment and furnishings.

8. TAXES.

Lessee shall be responsible for payment of any and all possessory interest property taxes.

9. LESSEE'S USE OF THE PREMISES.

a. Allowed and Required Uses. Lessee shall continuously use and occupy the Premises as office space for educational and informational programs for the community that promote the goal of promoting the Stevens Creek Trail as set forth in Exhibit B. Lessee shall not use the Premises for any other purpose without the written consent of City, which consent may be withheld in City'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 Lessee's use of the Premises. Lessee's use of the Premises is subject to the following restrictions and requirements:

1. Hours of Operation. Lessee shall maintain an office facility during normal hours of operation. Lessee shall determine its own hours of operation, provided that said hours are between 8:00 a.m. and 10:00 p.m.

2. Security. Lessee shall be responsible for securing the facility and setting the burglar alarm at the end of each day.

3. Common Areas. Lessee may use the hallways and restrooms of the ranch house and the adjacent parking facilities without additional rent, provided, however, that if Lessee wishes to utilize other areas of McClellan Park for which City normally charges a user fee, Lessee shall be responsible for payment of the fee. Common areas include conference room, hallways, kitchen and restrooms. City shall be entitled to utilize all common areas for program activities upon giving Lessee one (1) days advance written notice.

4. Parking. City retains the right to designate exclusive parking for Lessee, or any other user or Lessee of the Premises, in the event that City, in its



sole discretion, determines that the parking lot is over-utilized. It is estimated that Lessee's need for parking shall not exceed 12 spaces. Lessee understands and agrees that Lessee's use of the parking area includes the right to use that Area jointly with the City and acknowledges that Lessee does not have exclusive use of the Area. City shall not be liable in any manner for any inconvenience, disturbance, losses, personal injury, or other damage arising out of lessee's shared use of the parking lot for parking or any other City use.

5. Animals. No animals shall reside in or on the Premises without prior written consent of City.

6. Compliance with Law. Lessee shall comply with all Cupertino Municipal Ordinances and all State and Federal Statutes now in force or which may hereafter be in force pertaining to the use of the Premises.

b. Caretaker Responsibilities. Lessee shall complete the following caretaker responsibilities:

1. Ensure that Lessee's employees who regularly operate at the Premises are trained by the City's Naturalist and become familiar with the McClellan Park Rules and Title 13 of the Cupertino Municipal Code which governs the use of City's parks and buildings.

2. Report to City's code enforcement any violations of the above referenced regulations found by Lessee.

3. Notify the City's Recreation and Community Services office prior to any absence from the Premises for any extended period beyond two weeks.

4. Promptly report incidents, such as park misuse and vandalism, and any emergencies, such as burglaries, to the McClellan Ranch Staff, or if the Staff is unavailable, to the County Sheriff. If the Sheriff's office is involved, Lessee shall report the incident to the Director of Recreation and Community Services. (City shall furnish Lessee with a list of contact numbers.)

c. Prohibited Uses. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or nuisance or disturb other lessees and members of the public. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the building in which the 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 the Premises, any article which may be prohibited by a standard form of fire insurance policies. Lessee shall, at his sole cost, comply with any and all requirements, pertaining to the use of the Premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.

#### 10. MAINTENANCE, ALTERATIONS AND FIXTURES.

a. Alterations by Lessee. Lessee shall not paint, paper, or make any other alterations of the Premises, or any part thereof, without the prior written consent of City.

Any additions to, or alterations of, the Premises, except movable furniture and equipment, shall become at once a part of the realty and belong to City. Any such alterations shall be in conformance with the requirements of all municipal, state, and federal authorities. All fixtures that Lessee attaches to the Premises shall become at once a part of the realty and belong to City on expiration or sooner termination of this Lease.

b. Alterations by City. City has the right, in its sole discretion to modify, reconfigure and renovate the Premises at any time. City shall provide signage as it deems appropriate designating the Premises and organizations utilizing the Property.

c. Repairs. Except for damage caused by any negligent or intentional act or omission of Lessee or Lessee's agents, employees, invitees, or guests, City, at City's expense, shall keep in good order, condition, and repair the foundations, exterior walls and exterior roof of the Property, including all plumbing and electrical equipment located between the exterior and interior walls of the Property. City shall not, however, be obligated to maintain the interior walls, ceilings, windows, doors or plate glass of the Premises. City shall have no obligation to make repairs under this Section until a reasonable time after receipt of written notice from Lessee 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 City's expense or to terminate this Lease because of City's failure to keep the Property in good order, condition, and repair.

d. Lessee's Maintenance Obligations. Other than those obligations of City described in this Section, Lessee, at Lessee's expense, shall keep in good order, condition, and repair the Premises and every part thereof including, without limiting the generality of the foregoing, all plumbing, electrical and lighting facilities, equipment, interior walls, ceilings, windows, doors, and glass located within the Premises. Lessee shall be responsible for damages to the Premises or the Property caused by the negligence or intentional acts of its agents, employees, invitees, or guests.

e. Failure to perform Lessee's Obligations. If Lessee fails to perform Lessee's obligations under this Section or under any other section of this Lease, City may at City'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 City together with Lessee's next rental installment.

## 11. CONDITION OF PREMISES; SURRENDER.

a. Premises As Is. Lessee accepts the Premises and the leased fixtures and equipment as being in good and sanitary order, condition, and repair, and agrees to surrender the Premises in as good condition as received, except for normal wear and tear, clean and free of debris. At the expiration or termination of the Lease, Lessee further agrees immediately to remove all of Lessee's property that is not a fixture of or permanent attachment to the Premises, or that is owned and was installed by Lessee during the term of this Lease. Lessee shall repair any damage to the Premises occasioned by the installation or removal of its furnishings and equipment.

b. Failure to Remove Property. If upon expiration or termination of this Lease, Lessee fails to remove any personal property belonging to Lessee from the premises, such property shall at City's option at any time after thirty (30) days from the date of expiration or termination be deemed to have been transferred to City, and City shall have the right to remove and dispose of such property without liability to Lessee.

12. ABANDONMENT OF PERSONAL PROPERTY.

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease. 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 City.

13. ENTRY AND INSPECTION.

The City and its authorized representatives shall have the right to enter the Premises at all reasonable times with reasonable notice for any of the following purposes: (1) to inspect the Premises and determine whether the Premises is in good condition and whether Lessee is complying with its obligations under this Lease; (2) to do any acts that may be necessary to protect City's interest in the Premises; or (3) to perform any of City's duties under this lease, including making any necessary or agreed on repairs or alterations. Such acts by City may include the erection and maintenance of scaffolding, canopy, fences, and similar props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs. City 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. Further, the City retains the right to enter upon and show the Premises to persons considering purchase, rental, or lease of the Premises and to display the usual notices and signs, "For Sale," "For Lease," or "For Let," upon the Premises for sixty (60) days prior to the expiration of the Lease term. Such signs shall be allowed without diminution of rent or hindrance by Lessee. City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage resulting from the acts or omissions of City or its authorized representatives under this Section.

14. INSURANCE.

a. Lessee to Maintain Insurance. Lessee shall, at its own expense, maintain in full force and effect during the term of this Lease, and during any hold-over, insurance in amounts not less than the amounts specified in Exhibit B.

b. Certificate of Insurance. Lessee shall furnish to the City Certificates of Insurance evidencing the insurance coverage set forth above, the name and policy number of each carrier and policy, and that the insurance is in force and will not be cancelled or modified without thirty (30) days written notice to City. If Lessee does not maintain the above-required insurance, City may, at its option, pay for the necessary insurance, and the repayment thereof shall be added to any subsequent installment of rent, and shall be collectible, as additional rent in the same manner and with the same remedies as if it had been originally reserved. Because the City retains sole occupancy and control of that certain portion of the Property designated as a gift shop, appropriate

exclusionary endorsements may be provided to remove said designated area from the insurance maintained by Lessee.

15. INDEMNIFICATION.

To the fullest extent allowed by law, Lessee, its officers, employees, agents, and subcontractors (collectively, "Lessee") agrees to and shall indemnify, defend, and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, and volunteers (collectively, "Indemnitees"), from and against any and all liability, loss, damage (including consequential damages), litigation costs and expenses, claims, and actions, regardless of nature or type ("Claims"), arising out of or in connection with Lessee's performance under this Lease, its business operations, and its failure to comply with any of its obligations in connection with this Lease, except for loss or damage caused by the sole negligence or willful misconduct of the City. Lessee's obligation to defend Indemnitees from Claims shall accrue immediately upon the filing of any litigation against Indemnitees and shall not be contingent on a final determination in the litigation that Indemnitees are not liable for the Claims.

Claims for which Lessee agrees to indemnify, defend, and hold harmless Indemnitees include without limitation, property damage, injury, or death occurring in or about the Premises or related to the use of the parking lot by Lessee or Lessee's guests or invitees, resulting from Lessee's failure to keep the Premises in good condition and repair, or from any act or omission by Lessee, its agents, contractors, invitees, or employees. Lessee shall also be responsible for all damages, liability, fines, penalties, City's litigation costs and expenses, and any other consequences arising from Lessee's noncompliance or violation of any laws, ordinances, codes, or regulations, including but not limited to the Occupational Safety and Health Act and the Americans with Disabilities Act. Litigation costs and expenses include without limitation, reasonable attorneys' fees, the costs of legal counsel of the City's choice, expert fees, and all other costs and fees incurred in investigating, defending, or prosecuting litigation or similar proceedings and the threat thereof.

Lessee hereby expressly waives all claims against City for damages to goods, wares and merchandise in, upon, or about the Premises, and for injuries to persons in, upon, or about the Premises, from any cause arising at any time during the Lease term.

16. PREMISES UNINHABITABLE; REMEDY.

If the Premises is wholly or partially destroyed by fire, earthquake or any other cause whatsoever, rendering the Premises totally or partially inaccessible or unusable, or if the Premises is damaged by any cause which necessitates an expenditure of more than forty percent (40%) of its fair market value to repair and restore it, or if more than forty percent (40%) of the floor area, measured in square feet, is destroyed, City may, at its option, terminate this Lease by giving notice to Lessee within sixty (60) days after the date of the destruction or damage. If the City does not terminate the Lease, Lessee's rent shall be abated from the date of destruction or damage until restoration is completed, in an amount proportionate to the extent to which destruction or damage interferes with Lessee's use of the Premises. In no event shall City be under an obligation or duty to restore the Premises. If the City elects to restore the Premises, it shall proceed with reasonable diligence, but shall not be liable for any delay, other than an abatement of rent during the time that the Premises remains uninhabitable. The



words "restore" and "restoration" shall not include or apply to any fixture, equipment, or additions of any kind, or any property whatever placed in or upon the Premises by Lessee or anyone acting on its behalf. In making restorations, City may use similar and/or changed workmanship and/or architecture. Immediately upon completion of repairs, the full amount of rent hereunder reserved shall be due and payable. For the purposes of this Lease, the Premises shall be deemed "uninhabitable" if it cannot be used as an office facility or if any public agency deems it unsafe or unhealthy for human habitation or use as an office facility.

If City does not elect to terminate the Lease and does not commence restoration of the Premises within one hundred twenty (120) days after the date of destruction or injury, Lessee may, at its option, terminate this Lease upon written notice to City.

17. EMINENT DOMAIN.

a. Total Condemnation. In the event of a total condemnation of the Premises during the Lease term, this Lease shall terminate as of the date actual physical possession of the Premises is taken by the condemner. All compensation and damages awarded for such total condemnation, including but not limited to any leasehold bonus value, shall belong to, and be the sole property of City, and Lessee shall have no claim thereto, and hereby irrevocably assigns and transfers to City any right to compensation or damages to which it may become entitled; provided, however, that Lessee shall be entitled to receive any award that may be made for the taking of or damage to Lessee's trade fixtures and any improvements made by Lessee to the property which, but for the condemnation, Lessee would have had the right to remove upon expiration or termination of this Lease.

b. Rent Due on Total Condemnation. On termination of this Lease due to a total condemnation of the Premises, all rent and other charges payable by Lessee to or on behalf of City pursuant to this Lease shall be paid up to the date on which actual physical possession of the Premises is taken by the condemner, and the parties hereto shall thereafter be released from all further liability under this Lease.

c. Partial Condemnation. In the event of a partial condemnation of the Premises during the Lease term, this Lease shall terminate as to the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemner; and the parties hereto shall each have the option to terminate this Lease by giving written notice to the other within thirty (30) days after actual physical possession of said portion is taken by the condemner. If neither party terminates this Lease as herein provided, then this Lease shall continue in full force and effect as to the remainder of the Premises not condemned; provided, however, that the rent payable by Lessee for the balance of the Lease term shall be abated in the ratio that the square footage of the condemned portion of the Premises bears to the enclosed floor space of the Premises. Upon partial condemnation, all compensation and damages awarded for such condemnation, including but not limited to any leasehold bonus value, shall belong to and be the sole property of City and Lessee shall have no claim thereto; provided, however, that Lessee shall be entitled to receive any award made for the taking of, or damage to, Lessee's trade fixtures and any improvements made by Lessee to the property which, but for the condemnation, Lessee would have had the right to remove upon expiration or termination of this Lease.



d. Rent on Partial Condemnation. Upon termination of this Lease in part, as herein provided, all rent and other charges payable by Lessee to or on behalf of City pursuant to this Lease shall be paid up to the date on which actual physical possession is taken by the condemner of that part of the Premises being condemned; and Lessee shall thereafter be liable only for that portion of rent required for the balance of the Lease term as herein provided.

18. DEFAULT.

a. Events of Default. The occurrence of any of the following shall constitute a default by Lessee:

1. Failure to pay rent when due, if the failure continues for ten (10) days after the due date.

2. Abandonment and vacation of the premises. Failure to occupy and operate the premises for twenty (20) consecutive days unless excused by City shall be deemed an abandonment and vacation.

3. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee the same is dismissed within sixty (60) days); the apportionment of a trustee or receiver to take possession of substantially all of Lessee's assets, where possession is not restored to Lessee within forty-five (45) days; or the attachment, execution, or other judicial seizure of substantially all of Lessee's assets where such seizure is not discharged within thirty (30) days.

4. Failure to perform any other provision of this Lease if the failure to perform is not cured within fifteen (15) days or the time stated in City's notice to Lessee. If the default cannot reasonably be cured within the period specified in the notice, Lessee shall not be in default of this Lease if Lessee commences to cure the default within the period and diligently and in good faith continues to cure the default.

b. Notice of Default. Notices given under this section shall specify the alleged default and the applicable Lease provisions, and shall demand that Lessee perform the provision of this lease or pay the rent or other payment that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this lease unless City so elects in the notice.

19. CITY'S REMEDIES IN THE EVENT OF DEFAULT.

City shall have the following remedies if Lessee defaults. These remedies are not exclusive; they are cumulative of any remedies now or later allowed by law.

a. Lessee's Right to Possession Not Terminated. If Lessee defaults, City can continue this lease in full force and effect, and the lease will continue in effect as long as City does not terminate Lessee's right to possession, and City shall have the right to collect rent when due. City can relet the Premises, or any part of it, to third parties for

Lessee's account. Reletting can be for a period shorter or longer than the remaining term of this Lease. Lessee shall pay to City the rent due under this lease on the dates the rent is due, less the rent City receives from any reletting. No act by City allowed by this paragraph shall terminate the Lease unless City notifies Lessee that City elects to terminate the Lease. After Lessee's default and for so long as City does not terminate Lessee's right to possession of the Premises, Lessee shall have the right to assign or sublet its interest in this Lease if Lessee obtains City's consent, which shall be at City's sole discretion, but Lessee shall not be released from liability.

If City elects to relet the Premises as provided in this Subsection, rent that City receives shall be applied to the payment of: First, any indebtedness from Lessee to City other than rent due from Lessee; second, all costs, including maintenance costs, incurred by City in reletting; third, rent due and unpaid under this Lease. After deducting the payments referred to in this paragraph, any sum remaining from the rent City receives for reletting shall be held by City and applied in payment of future rent as rent becomes due under this lease. In no event shall Lessee be entitled to any rent received by City in excess of the rent due under this Lease. If on the date the rent is due under this Lease, the rent received from the reletting is less than the rent due on that date, Lessee shall pay to City, in addition to the remaining rent due, all costs, including for maintenance, City incurred in reletting that remain after applying the rent received from the reletting as provided in this Subsection.

b. Termination of Lessee's right to possession. If Lessee defaults, City can terminate Lessee's right to possession of the Premises at any time. No act by City other than giving notice to Lessee shall terminate this Lease. City's maintenance of the Premises, efforts to relet the Premises, or the appointment of a receiver on City's initiative to protect City's interest in the Premises shall not constitute a termination of Lessee's right to possession. On termination, City has the right to recover the following from Lessee:

1. the worth, at the time of award, of the unpaid rent that had been earned at the time of termination of this Lease;

2. the worth, at the time of award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of loss of rent that Lessee proves could have reasonably been avoided;

3. 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 the loss of rent that Lessee proves could have reasonably been avoided; and

4. any other amount, and court costs necessary to compensate City for all detriment proximately caused by Lessee's default.

c. Appointment of Receiver. If Lessee defaults, City shall have the right to have a receiver appointed to collect rent and conduct Lessee's business. Neither the filing of a petition for appointment of a receiver nor the appointment itself shall constitute an election by City to terminate this Lease, nor shall such petition or appointment as initiated by City be construed as default of this Lease by Lessee.

d. City's Right to Cure. At any time after Lessee defaults, City can cure the default at Lessee's cost. If City pays any sum to cure Lessee's default or does any act that requires payment of any sum, the sum paid by City shall be due immediately from Lessee at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by City until Lessee reimburses City. The sum, together with all interest on it, shall be the additional rent

20. ASSIGNMENT AND SUBLETTING.

Lessee shall not sublet the Premises or any part thereof or assign this Lease without City's prior written consent, which consent may be withheld in City's sole and absolute discretion.

21. RETURN OF KEYS.

Upon termination of this Lease, the keys to the Premises, including all duplicated sets, are to be hand delivered to the City Manager or an authorized representative.

22. NONDISCRIMINATION.

Lessee shall not discriminate against any person or employee because of race, color, religion, ancestry, age, sex, national origin, disability, sexual preference, housing status, marital status, familial status, or other protected classification. If Lessee is found to be in violation of the State of California Fair Employment and Housing Act or any similar provision of state or federal law in the conduct of Lessee's activities under this Lease, it shall be in default under this Lease, entitling the City to all available remedies in this Lease or by law.

23. BINDING EFFECT.

The provisions of this Lease shall apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto. The parties shall be jointly and severally liable under this Lease.

24. NOTICES.

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: Friends of the Stevens Creek Trail  
Attention: Executive Director  
22221 McClellan Road  
Cupertino, CA 95014

CITY: City of Cupertino  
Attn: City Manager's Office  
10300 Torre Avenue  
Cupertino, CA 95014



25. GENERAL PROVISIONS.

a. Entire Agreement. This document comprises the entire and integrated agreement of the parties concerning the Lease of the Premises and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Lease shall be effective only if in writing and signed by the City and Lessee.

b. Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Lease, the prevailing party shall be awarded attorneys' fees and costs incurred by such party in the action. Service mailed to the address of Lessee set forth herein shall be adequate service for such litigation. City 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.

c. Severability. If any term, provision, covenant, or condition of this Lease is held by a court to be invalid, void or unenforceable, the rest of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

d. Time. Time is of the essence of this Lease.

e. Waiver. No delay or failure to exercise any right or remedy of City on any default by Lessee shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance of rent by City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such rent. Any waiver by City of any default must be in writing and by a representative of City authorized to make such waiver and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

f. Remedies Cumulative. The remedies provided in this Lease shall be cumulative. The exercise of any one remedy shall not be to the exclusion of any other remedy.

g. Governing law. The laws of the state of California shall govern this Lease. In the event any legal action is commenced regarding this Lease, venue shall be in Santa Clara County.

h. Recordation. Neither Lessee nor City shall record this Lease.

i. Authority. The individuals signing this Lease on behalf of the parties have the authority to sign on behalf of their respective entities.

**IN WITNESS WHEREOF,** the parties have caused this AGREEMENT to be executed.

**LESSEE**

**CITY OF CUPERTINO**

Friends of Stevens Creek Trail

By [Signature]  
Name RAJIV MATHUR  
Title EXECUTIVE DIRECTOR  
Date 5/13/2020  
Tax I.D. No.: 77-0334262

A Municipal Corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Heather Minner  
Cupertino City Attorney

\_\_\_\_\_  
City Clerk

Attachments  
Exhibit A: Services to the Community  
Exhibit B: Insurance Requirements

1214417.2

## Exhibit A: Services to the Community

Ever since its founding in 1993, the Friends of Stevens Creek Trail (FOSCT) has educated the public about the trail and wildlife corridor benefits, including getting people closer to nature in their own neighborhood, exercise, safer routes to schools, reducing car trips and pollution, and connecting people, neighborhoods, and parks.

Unfortunately, it is easier to oppose new projects than to support them, and that has been the case for Stevens Creek Trail. From its very beginnings in Mountain View and Cupertino, people have questioned the need for an urban trail and the benefits of providing a safe and attractive car-free route for pedestrians and bicyclists. We gather support for the trail and help spread the word about its many benefits and help at the many public hearings needed to develop and finalize each new trail segment. There are always concerns and outright fears raised by residents living near each new proposed trail segment about traffic, safety, crime, property values, and other issues. We bring to the table the real-world experience of completed and now much-loved trail segments - loved even by former trail opponents who now see its very positive influence on their neighborhood.

Besides working steadily for the creation and extension of the trail, we:

- provide educational booths at Cupertino, Sunnyvale, Mountain View, and Los Altos Festivals and Earth Day events;
- sponsor and operate educational activities at the annual Microsoft Green Kids Conference;
- provide free trail/bicycle maps and bicycle bells;
- organize annual trail and creek cleanups;
- financially support other organizations such as Acterra that do environmental work at McClellan Ranch;
- have a student seat on our Board of Directors for a local high school student to learn by doing;
- network with nonprofits, businesses, developers, and government agencies who need more information about the trail;
- develop Creekipedia (an interactive online resource for information about the creek);
- maintain a public website with trail information and links to other similar trails and organizations; and
- put on the annual Trailblazer Race: 5K & 10K runs, kid's races, and a creek walking tour with an educational guide.

We hold our public meetings at the McClellan Ranch house, usually the fourth Thursday each month from 7 to 9 P.M.



## **Exhibit B Insurance Requirements for Lessees**

### **(Not For Daily or Short Term Rentals)**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (for lessees with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance (at least as broad as ISO Form CG 20 10.)

#### ***Primary Coverage***

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

### **INTEGRATED INSURANCE & FINANCIAL SERVICES**

## ***Insurance Requirements in Contracts Edition: January 2017 Version 10 49***

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### ***Waiver of Subrogation***

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Lessee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

### ***Verification of Coverage***

Lessee shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. **We strongly recommend** obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

### ***Special Risks or Circumstances***

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/21/2020

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> Insurance Management Group 12730 Coldwater Rd Ste 103  Fort Wayne IN 46845	<b>CONTACT NAME:</b> Margaret Mayers <b>PHONE (A/C, No, Ext):</b> (260) 338-2925 <b>E-MAIL ADDRESS:</b> mmayers@insmgt.com <b>FAX (A/C, No):</b> (765) 664-0761
<b>INSURED</b> Road Runners Club of America/2020 and Its Member Clubs  1501 Lee Highway, Suite 140 Arlington VA 22209	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Casualty Company <b>INSURER B:</b> Nationwide Life Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 11991 66869

**COVERAGES****CERTIFICATE NUMBER:** 2020 \$2M A.I.**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Legal Liability to Participant \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Event Basis			KRO0000008194200	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 500,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KRO0000008194200	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<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	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031001200	12/31/2019	12/31/2020	Excess Medical \$10,000 AD & Specific Loss \$2,500

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

City of Cupertino IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.  
DATE OF EVENT(S): 05/21/20 through 12/31/20 for use of storage room and race meetings for the Trailblazer Race INSURED RRCA CLUB/EVENT  
MEMBER: Friends of Stevens Creek Trail, Att'n: Rajiv Mathur, 22221 McClellan Road, Cupertino, CA 94015 Attached: PCN 0173-CG2404 & KRGL56  
Processed by MMM

**CERTIFICATE HOLDER****CANCELLATION**

05/21/20 City of Cupertino 10300 Torre Avenue  Cupertino CA 95014	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KR0000008194200	05/21/2020	Road Runners Club of America and Its Member Clubs	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This insurance modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART

**A. SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to an additional insured owner and/or lessor of premises, this insurance does not apply to:

- a. An "occurrence" or offense which takes place while you are not a tenant in possession of the subject premises.
- b. "Bodily injury" or "property damage" arising out of:
  - (1) Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of premises;
  - (2) Any design defect or structural maintenance of the premises; or
  - (3) Any premises defect.

**B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III—LIMITS OF INSURANCE:**

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

**Schedule of Additional Insureds:**

- ☒ Owners and/or Lessors of the premises leased, rented or loaned to you
- ☒ Sponsors
- ☒ Co-Promoters
- ☒ Any individual person(s) or organization(s) listed below:

City of Cupertino

Club: Friends of Stevens Creek Trail

Event Date and Name: 05/21/20 through 12/31/20 use of storage room and race

Meetings for the Trailblazer Race

PCN 0174



/

AUTHORIZED REPRESENTATIVE

DATE

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## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

City of Cupertino

Club: Friends of Stevens Creek Trail

Event Date and Name: 05/21/20 through 12/31/20 use of storage room and race  
meetings for the Trailblazer Race

PCN 0174

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a 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 above.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2020

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.

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<b>PRODUCER</b> CalNonprofits Insurance Services 1500 41st Avenue Suite 280 Capitola CA 95010		<b>CONTACT</b> NAME: Jerusha Sandhu PHONE (A/C, No, Ext): 831-824-5005 E-MAIL ADDRESS: jerusha@cal-insurance.org FAX (A/C, No):	
<b>INSURED</b> Friends of Stevens Creek Trail 22221 McClellan Rd Cupertino CA 95014		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Employers Compensation Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 11512	

## COVERAGES

**CERTIFICATE NUMBER:** 700030924

**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<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) \$ \$
	<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 \$ \$
A	<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	EIG293532600	10/10/2019	10/10/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.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)

## CERTIFICATE HOLDER

## CANCELLATION

City of Cupertino Public Works Department 10300 Torre Ave Cupertino CA 95014	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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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

## Schedule

**Person or Organization****Job Description**

CITY OF CUPERTINO  
PUBLIC WORKS DEPT  
10300 TORRE AVE  
CUPERTINO CA 95014

**The charge for this endorsement is \$ 250**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 10/10/2019 at 12:01 AM standard time, forms a part of


Policy No. EIG 2935326 00 Of the EMPLOYERS PREFERRED INS. CO.

Carrier Code 00920

Issued to FRIENDS OF STEVENS CREEK TRAIL

Endorsement No.

Premium \$795

Countersigned at \_\_\_\_\_ on \_\_\_\_\_ By:  \_\_\_\_\_

Authorized Representative

**WC 04 03 06**

(Ed. 4-84)

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