

**REDEVELOPMENT AGENCY OF THE CITY OF SAN BERNARDINO
VENDOR RENTAL AGREEMENT**

This Vendor Rental Agreement (this "Agreement") is effective as of _____ between the Redevelopment Agency of the City of San Bernardino (the "Lessor") and _____ (the "Lessee"). Lessee's address for notices is _____.

In consideration of payment of rent and faithful performance of the covenants contained in this Agreement by the Lessee, the Lessor leases to Lessee and the Lessee leases from Lessor for use as non-exclusive vendor space, the area described as _____, located at Court Street Square in the City of San Bernardino, for a month to month tenancy from _____ to _____, for a minimum of five (5) days per week, between the hours of _____ and _____ or other hours as required by any scheduled concerts or special events arranged by Lessor, commencing on _____, at the monthly rental fee of _____ dollars (\$ _____), payable monthly in advance on or before the first day of each calendar month. If rent is not timely paid after five days following the first day of the month, a late fee of twenty-five dollars (\$25) shall automatically be assessed. The rental rate and late fee sum will remain fixed for the period of one year. Lessee shall pay rent to Lessor payable to the Redevelopment Agency of the City of San Bernardino and deliver the rent payments and any late fees to Lessor at 201 North "E" Street, Suite 301, San Bernardino, California 92401.

The parties further mutually agree that:

- (1) Vendors including Lessee shall have access to their designated areas throughout the terms of their respective leases.
- (2) The specific location for Lessee within Court Street Square will be selected and designated by Lessor, and Lessor reserves the right to temporarily change the designated area upon five days advance written notice to Lessee for any reason, including scheduled special events as determined solely by Lessor.
- (3) Lessee shall defend on demand, indemnify, and hold Main Street, Inc., the City of San Bernardino Economic Development Agency, the Redevelopment Agency of the City of San Bernardino, and the City of San Bernardino and their respective officers, agents and employees (collectively "Indemnities"), harmless from any and all claims for damage to property, death, and injury to persons that may be caused by any act or omission of Lessee or that may arise under this Agreement. Furthermore, Lessee shall name all Indemnities as additional insureds on all liability insurance policies that insure Lessee.
- (4) Prior to Lessee selling or distributing any food, Lessee must submit to Lessor, for advance written approval, a detailed scale drawing or photograph(s) of any cart(s) to be used for such purpose, specifying colors and materials, and showing any design of logos, trade names, trade marks, advertisements, printing or signs.

- (5) All items for sale by Lessee must fit within a vending cart or limited area within the designated area that shall not exceed forty-five (45) square feet in size. The maximum width of a vending cart shall be six (6) feet, its maximum length shall be ten (10) feet, and its maximum height shall be nine (9) feet.
- (6) All vending carts must have an umbrella or canopy.
- (7) Vending carts and surrounding areas must be kept clean and in orderly condition. Lessee agrees that there will be **ABSOLUTELY NO STORING OR PLACING OF FOOD OR OTHER PRODUCTS ON THE GROUND, IN PLANTERS OR ON PLANTER BOXES.**
- (8) If Lessee is a food vendor then Lessee must keep a nearby trash receptacle from overflowing and promptly replace the plastic bag liners if the container is filled when Lessee is working.
- (9) All food vendors shall wear an apron and rubber gloves at all times when selling products.
- (10) Permanent changes to sidewalks, amenities, etc. are not permitted at any time.
- (11) Lessee shall not discriminate against any person on the basis of race, color, creed, religion, sex, national origin, age, marital status, or physical handicap.
- (12) Indemnities do not accept responsibility for any damage or loss of any merchandise, articles, personal property, or equipment that is brought onto Court Street Square by Lessee prior to, during, or following the use of Court Street Square by Lessee.
- (13) The prevailing party in any lawsuit or claim for recovery of rent or other money under this Agreement, by reason of breach of any covenant of this Agreement or for recovery of possession of space or any property under this Agreement, or to terminate this Agreement or compel performance of this Agreement, shall be awarded all costs and reasonable attorneys' fees in addition to damages or other relief.
- (14) Lessee shall not sublet any space on Court Street Square without the prior written approval of Lessor.
- (15) Lessee and its employees and agents shall comply with and obey all city, state and federal laws, statutes, and ordinances. Lessee, for itself and its agents and employees agrees that Lessor reserves the right to require Lessee to make any and all adjustments necessary for Lessee to comply with the City of San Bernardino's

ordinances relative to health and safety, food, public nuisances, public indecency or any other ordinances, statutes and laws.

- (16) Lessee shall provide Lessor with proof of comprehensive liability insurance and confirm that the indemnities are named as additional insureds prior to the effective date of this Agreement. If Lessee has any employees, Lessee shall provide Lessor with proof of workers compensation insurance upon request by Lessor. Lessee shall provide proof of a valid business license from the City of San Bernardino and a state resale permit number, if Lessee plans to sell anything, prior to the effective date of this Agreement.
- (17) Either party may terminate this Agreement upon thirty (30) days written notice to the other party. If Lessee fails to timely pay rent, Lessor may evict Lessee and recover possession of the space after five days advance written notice to pay rent or quit.
- (18) Time is of the essence and all deadlines will be strictly enforced.
- (19) This Agreement may not be modified or revised except by a writing signed by both parties.
- (20) The parties agree that the sole venue for any litigation between them shall be San Bernardino Superior Court, Central San Bernardino District.
- (21) If any part of this Agreement is deemed unenforceable, it may be severed by a court of competent jurisdiction with all other terms and provisions remaining enforceable in compliance with the express intent of the parties.
- (22) This Agreement does not create or evidence any joint venture, partnership, or employment relationship between the parties. The parties are landlord and tenant, without any other relationship created by this Agreement. Lessee is an independent contractor and not an employee or agent of any of the indemnities.

The parties have executed this Vendor Rental Agreement in duplicate effective the day and year first written above.

Lessor
Redevelopment Agency of
the City of San Bernardino

By: _____
Its Executive Director

Lessee

By: _____
Its _____