



For the Meeting of: 1/21/2025  
Agenda Item No.: E.1.

**CALWA RECREATION & PARK DISTRICT  
REPORT TO THE BOARD**

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**TO:** Board of Directors

**FROM:** District Administrator, Tim Chapa

**SUBJECT:** Park Rental Agreement for Calwa Boxing Club's: Calwa Mega Boxing Show.

**RECOMMENDATION:**

That the Board receive report, discuss, and approve Park Rental Agreement with Calwa Boxing Club for the Calwa Mega Boxing Show.

**SUMMARY:**

District has a positive relationship with Calwa Boxing Club and they currently serve as a vendor here inside of the hall building providing boxing classes to the community of all ages. They are a professional, licensed, and sanctioned club by USA Boxing and are interested in again hosting their own boxing showcase here inside the District. This year's event will be held on Saturday, February 1st.

While this event is typically considered by the Board months in advance, the Club has let us know that this event is a last minute add to USA Boxing's schedule. As such, the Club did not have the normal time necessary to present the request with much advance notice.

Additionally, the event will use one electrical outlet in the boxing area, but will have to provide their own generator power for additional power needs.

**REASON FOR RECOMMENDATION:**

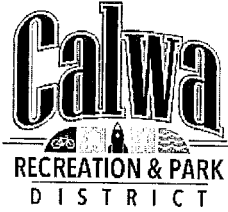
Consider approval of agreement for Calwa Boxing Club for the Calwa Mega Boxing Show.

**FISCAL IMPACT:**

District will generate \$687.50 in half park rental fees, with a \$500 deposit.

**Attachments:**

- Summarized Description of Calwa Boxing Club Event Requirements
- Park Rental Agreement



## CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD

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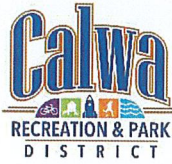
### **Calwa Boxing Club Event**

February 1, 2025

7:30am-6pm (early morning weigh ins and clean up for 6pm).

#### **Needs:**

- Basketball Court Area
  - ✓ Set Up Ring (cannot drill in asphalt)
  - ✓ Supplying a canopy
  - ✓ Supplying chairs and tables
  - ✓ Supplying all items for USA Boxing Regulations (Doctors, Cut men, officials)
  - ✓ Supply Security Guard and copy of agreement
- Will be selling food/concessions.
- Charging at the door and presale tickets: For profit event.
- Proof of insurance: Event Liability Insurance naming District as additionally insured.
- Will have ambulance on site.
- Privacy Netting-want to increase ticket sales and push people inside of cage.
- Put a sign out on the fencing that says Calwa Boxing Club



## AGREEMENT BETWEEN CALWA RECREATION AND PARK DISTRICT AND CALWA BOXING CLUB

### CALWA BOXING CLUB MEGA EVENT 2025

This Agreement (“Agreement”) is made and entered into this 1st day of February 2025, by and between the Calwa Recreation and Park District, a special district (hereinafter called “District”), and Elias Blajos representing Calwa Boxing Club (hereinafter called “Permittee”)

#### RECITALS

- A. District provides groups with the opportunity to have special events; and
- B. Permittee has held a boxing event in the past and is interested in holding a boxing event again on District Property; and
- C. District and Permittee wish to enter this Agreement to have Permittee hold the event at Calwa Park, also referenced as “Premises.”

#### AGREEMENT

1. **Use of Park Location.** District gives permission to Permittee to use Calwa Park for its boxing event (“Event”). The Event will be held on May 25, 2024 (“Event Days”). The Park shall be available on May 25, 2024 at 7:00 am for set up, and the event shall take place at 9 am on May 25, 2024, with a takedown time on May 25, 2024, not to exceed 8 pm.
2. **Location and Site Plan.** A site plan which depicts where activities will take place and is attached hereto as Exhibit “A” and incorporated by reference. Only the areas shown on the Site Plan may be used.
3. **Payment.** Permittee shall pay the District as follows:
  - a. **Cleaning/Repair Deposit:** District shall provide the park a deposit of \$500. Failure to adhere to rules stated in “6. Terms and Conditions” may result in a \$500 charge to the permittee which will be withdrawn from the deposit.
  - b. **Park Rental for the Event Days** shall be \$687.50. This Agreement shall not be effective and binding until signed by both parties and until the \$500.00 deposit payment is received by the District. The balance of \$687.50 shall be paid five (5) days before the Event Day date.
    - i. If assistance is needed from an employee using District Equipment, a cost of

\$250.00 per day will be implemented, this charge will be withdrawn from \$500.00 deposit. District maintenance staff will be present to assist with supervision and normal daily work duties. "Normal work duties" are defined as restroom clean up, hall clean up, and trash pick up assistance.

4. **Contracts, Permits, and Licenses.**

- a. Permittee shall obtain and pay for all permits and licenses which Permittee may be required to obtain or pay for to carry on any and all of Permittee's operations in connection with the Event. All permits and licenses must be submitted to the District Office twenty (20) days before the event.
- b. Permittee shall obtain insurance as required by Section 8 of this Agreement and shall provide a Certificate of Insurance to the District Office twenty (20) days before the Event Day.

5. **Operation.** During the term of this Agreement, Permittee shall manage and operate the Event. The Permittee must ensure that everyone leaves the premises by closing time. It is anticipated that 150 attendees (estimate) throughout the day, will attend the event.

6. **Terms and Conditions.** The Permittee is required to meet the following terms and conditions:

- a. Only the areas shown on the Site Plan will be used.
- b. Permittee shall obtain and pay for 1 security guards from a local firm. A copy of the contract with the security guard company must be submitted to the District Office by five (5) days before the Event Day.
- c. No alcohol, cigarettes, marijuana or unlawful drugs may be brought in and/or used on premises. Failure to implement this term may result in complete loss of deposit totaling \$500.00.
- d. The contact person must attend a "Walk Through" Inspection of premises with designated District personnel. The walk-through must be held before the day of event. The contact person must also attend walk-through inspection of premises after the event.
- e. The District shall be notified immediately of any emergencies regarding serious injury to persons and to District facilities such as plumbing, electricity, structural damages, or dangerous conditions.
- f. No canopy or tent which utilizes drilling may be used on the District Parking lots, paved, or concrete areas.
- g. The Calwa Concession Stand shall be allowed to remain open during the event.

- h. The following contact person shall be present during the entire event:
    - (i) Name: Elias Blajos
    - (ii) Mobile Phone: 559-470-5450
    - (iii) Address: 4545 E. Church Avenue, Fresno CA 93725
    - (iv) Email Address: [eliasjrblajos@yahoo.com](mailto:eliasjrblajos@yahoo.com)
  - i. Any repairs to the Premises shall be made within ten (10) days after the Event has been completed.
  - j. All activities will be subject to park rules and will be enforced by Calwa Park personnel. However, Permittee is responsible for ensuring that park rules and the terms and conditions of this Agreement are met.
  - k. Failure to comply with Calwa Park Rules and Regulations will result in early termination of the Event and forfeiture of all fees and deposits paid to Calwa Recreation and Park District. A copy of the Calwa Park Rules and Regulations has been provided to Permittee.
  - l. The Permittee will forfeit the right to use Park premises and/or facilities for any breach of this Agreement.
  - m. No vehicles will be allowed on District grass areas, except for driving outside the field areas for setup and takedown. Otherwise all vehicles must remain in the District's parking lot or designated areas along Barton and Florence Avenues.
  - n. District is allowed to capture photos and video and showcase on Districts social media or District website for promotional/marketing purposes.
  - o. Health Officials are required to be in attendance during the event.
  - p. Emergency site plan is required.
  - q. Privacy netting will be allowed to up around the basketball court area, after completion of the event, privacy netting will be removed by Permittee.
  - r. Must provide a detailed itinerary of schedule of fights to District.
7. **Default.** If Permittee fails to make payments as set forth in this Agreement, District will consider that a breach of the Agreement. If Permittee fails to deliver required permits and contracts per the Agreement, District will consider that a breach of the Agreement and the Event may not be held.
8. **Insurance.** During the term of this Agreement, Permittee shall maintain public liability, property damage, and workers' compensation insurance for injuries to persons or damages

to property related to the operation of the Guelaguetza including set up and persons or damages to property related to the operation of the Guelaguetza including set up and take down activities pursuant to this Agreement. Coverage shall be at least as broad as Insurance Services from CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury, and personal injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies with the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. The District and its principals, agents, and employees shall be named as additional insured. The additional insured policy must be provided to the District within twenty (20) days of the event.

9. **Indemnification.** Permittee shall hold harmless, defend, and indemnify District and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Permittee's performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
10. **Clean Up.** The responsibility of clean-up shall include a thorough clean-up of the Park area on a regular basis, but in no event not less than once every day at closing time by Permittee. District Staff may assist with clean up, but will not be solely responsible for clean-up of the premises after event. If District Staff indicate that they WERE solely responsible for clean-up, a charge of \$250.00 will be invoiced to Calwa Boxing Club.
11. **Cancellation.** Permittee has no right to cancel this agreement, due to the date of acceptance of this agreement.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written.
13. **Amendment.** This Agreement shall not be amended, modified, revoked, or terminated, and no obligation, duty or liability of any party may be related, discharged, or waived except by a written instrument duly executed by the parties.
14. **Assignment.** The rights, duties, and obligations of this Agreement shall not be assigned or delegated by Permittee without the prior written consent of District, in its sole discretion. Any assignment which District has not consented to shall be fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall insure to the benefit of and bind all successors in interest to the Property.
15. **Attorneys' Fees.** In the event of any arbitration, legal action, or other proceeding between the parties with respect to this Agreement, or the use, enjoyment, operation, or condition of this Agreement (an "Action"), the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs, and litigation expenses, as without limitation, a party: (a) who agrees to dismiss an Action on

the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief is has sought, or © against whom an Action is dismissed (with or without prejudice).

16. **Venue.** Any Action arising out of this Agreement shall be brought in Fresno County, Californian, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. **Recitals.** All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.
18. **Headings.** The headings of the various sections of this Agreement are included solely for reference purposed and are not intended for any purpose whatsoever to modify, explain, or place any construction on any construction on any of the provisions of this Agreement.
19. **Counterparts.** The Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.
20. **Severability.** If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

**In Witness Whereof**, the Parties have executed this Agreement as of the date last executed.

**CALWA RECREATION AND PARK DISTRICT**

\_\_\_\_\_  
Tim Chapa  
District Administrator

Date: \_\_\_\_\_

**CALWA BOXING CLUB**

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Elias Blajos  
**Calwa Boxing Club Coach**

Date: \_\_\_\_\_



# USAB Sanction Confirmation

From: membership@usaboxing.org

To: eliasjrblajos@yahoo.com

Date: Friday, December 6, 2024 at 07:36 AM PST



Dear Elias,

Your event sanction request for **Calwa Mega Boxing Show #4**, has been received and is **Awaiting Approval**. If you requested a certificate of insurance for your event, it will be processed and emailed between 3 - 5 business days after your event has been approved.

Please review the USA Boxing Sanction Manual for all sanctioning requirements. That can be found [HERE](#).

We hope your event is a success and if there is anything we can do to help, please let us know.

### Order Items

Order ID: 901967  
 Order Date: 12/6/2024  
 Date: 8:36:44 AM

| Item  | Quantity | Price    | Amount   |
|---|----------|----------|----------|
| Central California Sanction Fee - Calwa Mega Boxing Show #4 | 1        | \$493.00 | \$493.00 |
| <b>Processing Fee:</b>                                      |          |          | \$0.00   |
| <b>Tax:</b>   |          |          | \$0.00   |
| <b>Shipping:</b>  |          |          | \$0.00   |
| <b>Total:</b>   |          |          | \$493.00 |

### Sanctioned Event Information

Sanctioned Event ID: 280014  
 Category: LBC Event

**LBC Tracking No:**  
**Sanctioned Event No:** 25-46-280014  
**Sanctioned Event Sanction Name:** Calwa Mega Boxing Show #4  
**Sanctioned Event Dates:** Saturday, February 1, 2025  
**Sponsor Club/LBC:** Calwa Boxing Club  
**LBC:** CENTRAL CALIFORNIA

**Location & Contact Information**

**Facility Name:** Calwa Park & Recreation District  
**Facility Address:** 4545 Church Ave  
Fresno, CA 93725  
**Event Contact:** Elias Blajos  
eliasrblajos@yahoo.com 559-470-5450  
**Official In Charge:**  
**Number of Competition days:** 1

Thank you,  
USA Boxing

This was sent to: eliasrblajos@yahoo.com  
This email was sent by: Calwa Boxing Club ( USA Boxing)  
[Click Here](#) to Unsubscribe or change Email Preferences.

Powered By  
**Webpoint**  
[Privacy Policy](#)



**ENDORSEMENT  
NO.**

| ATTACHED TO AND FORMING A PART OF POLICY NUMBER | ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME) | NAMED INSURED    | AGENT NO. |
|---|---|------------------|-----------|
| PLH03GL00000637                                 | 1/1/2025  | USA Boxing, Inc. |           |

**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:**

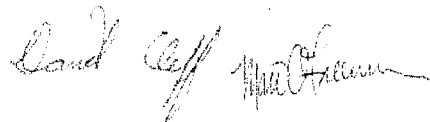
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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:

COACHES, OFFICIALS AND VOLUNTEERS ARE ADDITIONAL INSURED BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE INSURED. AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS. (OTHERS BY REQUEST AND ENDORSEMENT, SUBJECT TO UNDERWRITING APPROVAL).



**AUTHORIZED REPRESENTATIVE**

01/01/2023

**DATE**

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

## **LIQUOR LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The **DECLARATIONS, LIMITS OF INSURANCE** Section is amended to include the following:

LIQUOR LIABILITY AGGREGATE LIMIT                      \$1,000,000

**SECTION III - LIMITS OF INSURANCE**, Paragraph **2.b.** is deleted in its entirety and replaced by the following:

- b.** Damages under Coverage A, except:
  - (1) Damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - (2) Damages because of "liquor liability".

**SECTION III - LIMITS OF INSURANCE**, Paragraph **3.** is amended to include the following additional provision:

The Liquor Liability Aggregate Limit is the most we will pay under Coverage **A** for damages because of "liquor liability".

**SECTION V - DEFINITIONS** is amended to include the following additional definition:

"Liquor liability" means "bodily injury" or "property damage" for which any insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.



# AMERICAN AMBULANCE

## Draft

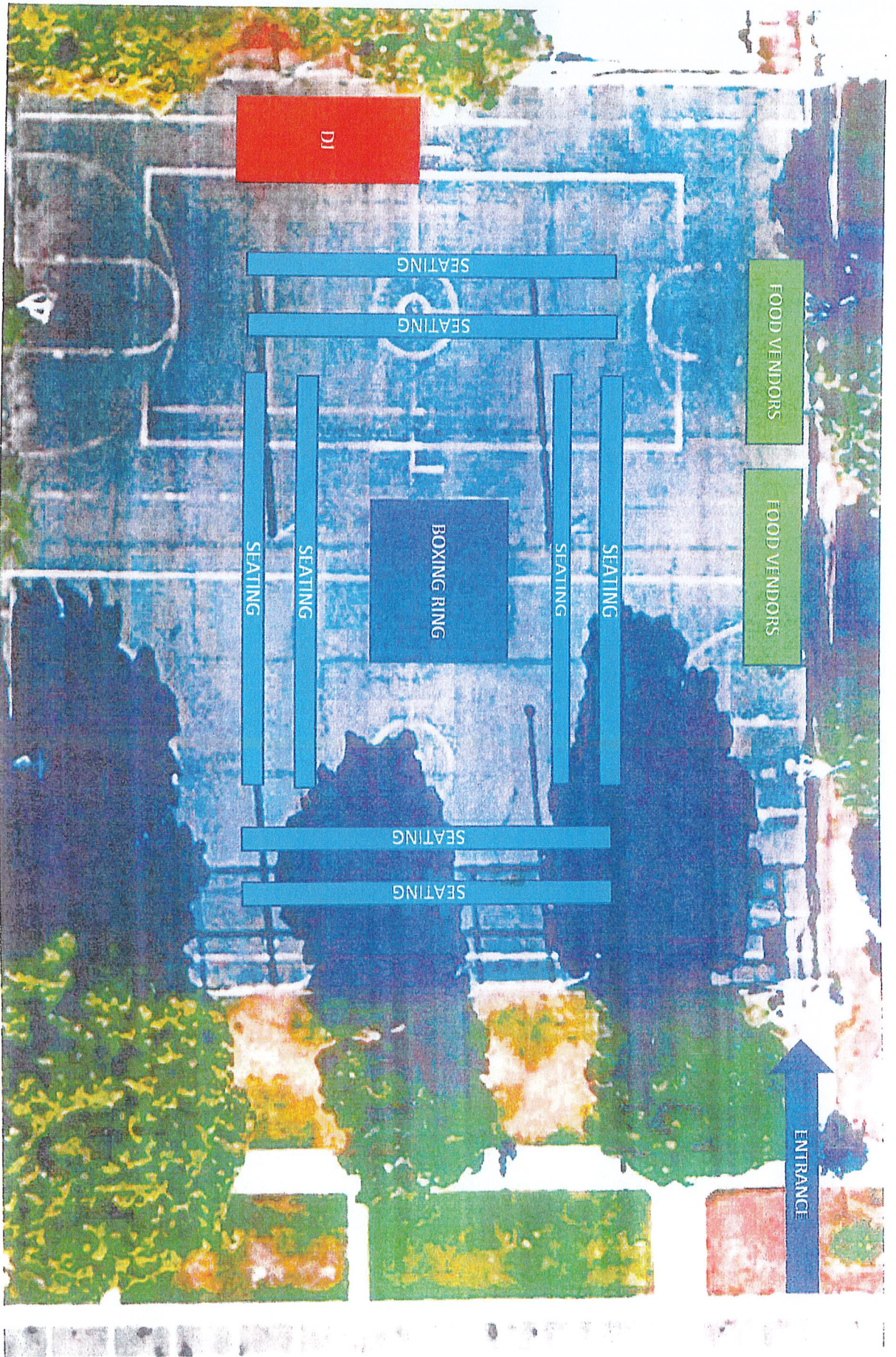
Event Date: 5/25/2024 12:00 - 17:00  
 Balance Due: \$1,000.00

Bill To Account # Address: Calwa Park & Recreation District  
 1165923

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR PAYMENT

| Date      | Ref # | P.O. # | Description   | Hours | Rate     | Amount     |
|-----------|-------|--------|---|-------|----------|------------|
| 5/25/2024 | 18502 |        | Calwa Park & Recreation/Boxing - Standby<br>Ambulance Service | 5.00  | \$200.00 | \$1,000.00 |

Please make any checks payable to: American Ambulance







THE BEST LITTLE CITY IN THE U.S.A.  
VANNESS AVE

ENTRANCE

# CALWA MEGA

## BOXING 4

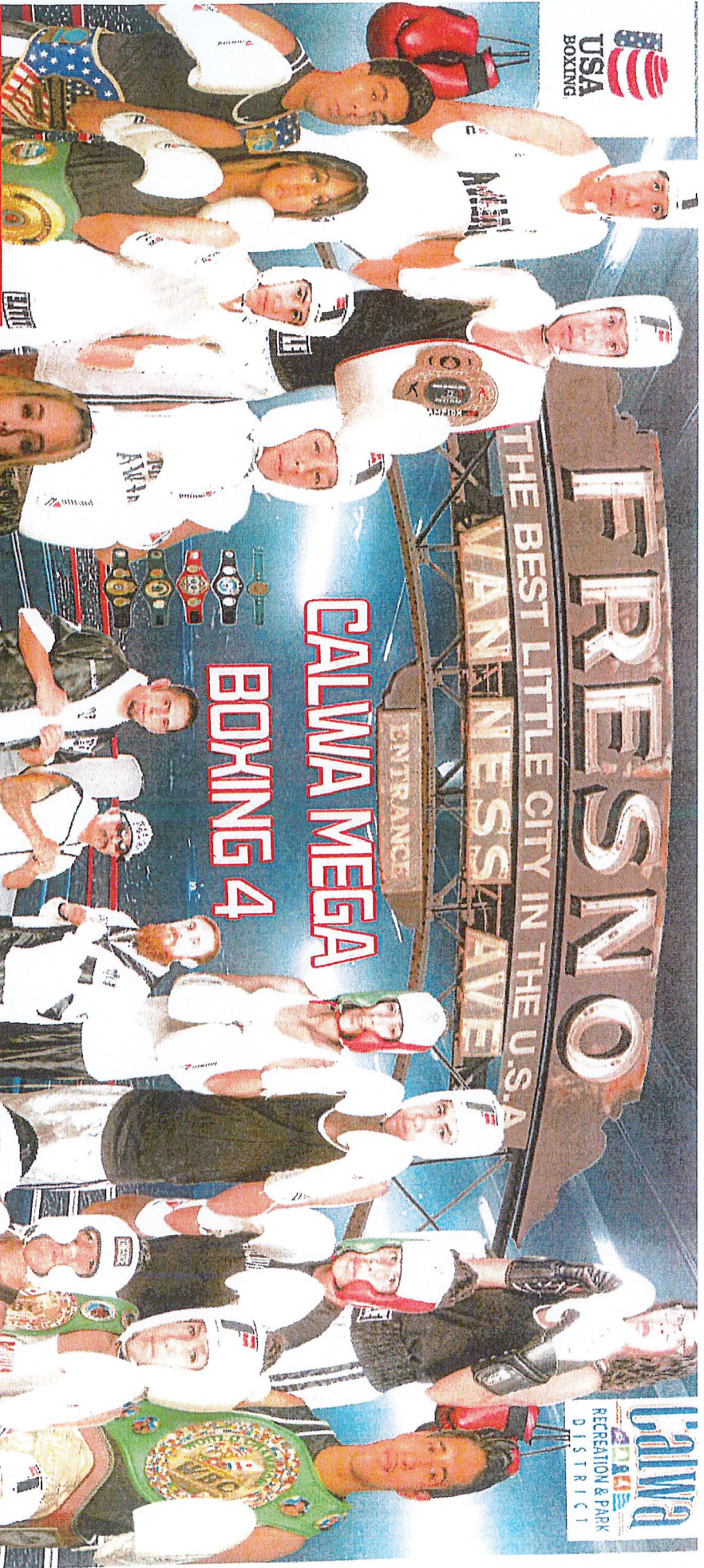
### E&D PROMOTERS

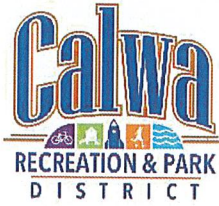
*Kinzie Rose*

**Date:** February 1st, 2025  
**Weight ins:** 7am-9am  
**Dr.:** 10:30am-11am  
**Fee's:** \$25 / Weight Ins \$10  
Calwa Recreational Park  
4545 E. Church  
Fresno, CA 93725  
(559) 470-5450 Coach Elias

**ELIAS BLAIOS**

**DEREK WALTERS**





For the Meeting of: 1/21/25  
Agenda Item No.: E-2

## **CALWA RECREATION & PARK DISTRICT REPORT TO THE BOARD**

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**TO:** Board of Directors

**FROM:** Tim Chapa, District Administrator

**SUBJECT:** Consider renewal of Recycling Agreement with Maria Del Carmen Parra Bucio.

**RECOMMENDATION:**

That the Board consider renewal of the recycling contract with Maria Del Carmen Parra Bucio.

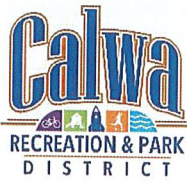
**SUMMARY:**

At the December Board meeting, all remaining vendor contracts were considered for annual renewal for the 2025 calendar year. The Board approved a one-month extension for the recycling contract with Ms. Bucio, and directed staff to bring back the agreement for further consideration at its regular January meeting.

It is noted that Ms. Bucio has not, as of the date of the agenda posting (1/17/25) provided proof of meeting the insurance requirement called out in the original agreement. Furthermore, it appears that Ms. Bucio may be considering assigning the agreement to a third party. Assignment is explicitly prohibited without first notifying the District of the change, and representing the agreement assignment to the Board for its consideration and approval.

**FISCAL IMPACT**

Revenue for rent per month with new charges is \$770.



## RENTAL AGREEMENT

### Calwa Recreation and Park District

#### Tenant-Calwa Recycling: Maria Del Carmen Parra Bucio

This Agreement is made this date, January 21st, 2025, between Calwa Recreation & Park District (**Landlord**) and Maria Del Carmen Parra Bucio, an individual(s) doing business as Calwa Recycling. (**Tenant**)

#### 1. Premises:

The Premises will consist of a structure located along Barton Avenue within the Calwa Recreation & Park District property situated at 4545 E. Church Avenue, Fresno, CA 93725. The Premises together with all other buildings and parking area for the Calwa Recreation and Park District is owned by Landlord.

#### 2. Term:

The term of this Agreement shall be for a term of one (1) calendar year commencing February 1st, 2025, (Commencement Date) and continuing thereafter until terminated. In the event the Commencement Date is a day other than the first day of the calendar month, rent will be pro-rated on the number of calendar days in that month. Tenant shall have the right to open 365 days a year, Monday through Saturday commencing at 8:00am and ending at 2:00pm, excluding the (3) days of Thanksgiving (11/25/24), Christmas (12/25/24), and New Year (01/01/25).

Upon the Termination Date of this Agreement, Tenant shall surrender the Premises in the same condition as when the Premises were first utilized by the Tenant. Any repairs to any damage to the property while in the possession of Tenant, will be paid by the Tenant to Landlord.

#### 3. Rent:

- a. Rent shall be due and payable on or before the first day of each calendar month. Payment will be paid by money order. Rent shall be \$770.00 per month.
- b. Electricity and natural gas charges will be applied to Tenant and provided through Pacific Gas and Electric (PG&E). Those charges will be provided by the Landlord with a statement and invoice upon receiving statement from PG&E monthly. Electricity and gas charges will be due in accordance with the statement due date.

A payment received after the tenth (10<sup>th</sup>) day of each month shall be subject to a late charge of ten percent (10%) in addition to the amount due. Tenant shall be required to make all rent payments in the form of a money order or cashier check.

#### 4. Permitted and Prohibited Uses:

- a. Permitted Uses: Tenant shall use the Premises solely as a Recycling Center.
- b. Prohibited Uses:
  - (1) Tenant shall not do or permit anything to be done on or about Premises which will materially obstruct or interfere with the rights of visitors or staff of the Calwa Recreation & Park District.
  - (2) Tenant agrees not to allow the Premises to be used for any unlawful or objectionable purpose nor shall Tenant cause, maintain or permit any nuisance in or about the Premises.
  - (3) Tenant shall not sell alcoholic beverages, tobacco, cigarettes, e-cigarettes, marijuana or illegal substances.
  - (4) Tenant is responsible for all staff employed through Calwa Recycling.

## **5. Tenant Requirements**

- a. Shall install security cameras inside of the structure. Proof of operation must be provided to District Administrator and camera(s) operation will be inspected monthly by District Administrator. Failure to show proof of operational equipment will result in noncompliance of this agreement and may lead to terminate of this agreement.
- b. Shall update outdoor marketing signage.
- c. Shall keep the area 20 feet north and the area 20 feet south of the property clean of all trash associated with the business.
- d. Shall follow all labor laws in accordance with the State of California.
- e. Shall not make any permanent alterations to the recycle center without the written approval from the District Administrator.
- f. Shall be responsible for any regular maintenance or repairs. Any damages caused by the negligence of the tenet or tenet staff, hold tenet financially responsible for repair expenses.

## **6. Ordinances and Statutes:**

Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises, occasioned by or affecting the use thereof by Tenant.

Tenant will comply with all Fresno Health department requirements in the storage, cleanliness and preparation of their food and will not premises for any other purpose except for the preparation and sale of food and beverages.

## **7. Assignment and Subletting:**

Tenant shall not assign this Agreement or sublet the Premises without prior written consent of the Landlord which may be withheld at Landlord's sole and absolute discretion. Any such assignment or subletting without written consent from Landlord shall be void and at the option of the Landlord may terminate this Agreement.

**8. Indemnification:**

Tenant shall indemnify and hold Landlord harmless from and against all claims arising from Tenant's use of the Premises in its business activity or work permitted or suffered by Tenant in or about the Premises and shall further hold Landlord harmless from and against any and all claims arising from a breach or default in the performance or obligation on Tenant's part to be performed under the terms of this Agreement arising from any act or negligence of the Tenant or any of its agents, employees, guests, or invitees and from any against all cost, attorney fee expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon. Landlord agrees to indemnify, defend, protect and hold Tenant free and harmless from and against any liability, claims or damages arising from or in connection with any negligence or willful acts of misconduct by Landlord or by any person who is an agent or employee of Landlord acting in the course of its agency or employment.

**9. Insurance:**

At all times during the term of this Agreement at Tenant's sole cost and expense, Tenant shall obtain and maintain full force and effect public liability insurance with a single limit for personal injury including bodily injury and property damage of One Million Dollars (\$1,000,000) with an insurance company licensed to do business in the State of California. Such insurance shall name Landlord as additional insured. Tenant shall provide Landlord with a duplicate certificate of insurance effective on the Commencement Date and annually thereafter.

Tenant shall also maintain special property insurance on all equipment in the snack bar during the term of this Agreement.

**10. Termination of Agreement:** This Agreement may be terminated based upon any one or more of the following events:

- a. Termination for Convenience with 30 days' notice to the other party.
- b. With notice as required by law for termination of lease for failure of Tenant to pay the Rent due under this Agreement or for failure to perform any of the terms and conditions of this Agreement.

**11. Attorney Fees:**

In case suit should be brought for recovery of the Premises or for any sum due hereunder or because of any act which may arise out of the possession of the Premises by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney fee.

**12. Waiver:**

No failure of Landlord to enforce any term hereof shall be deemed to be a waiver and one or more waiver of any term or condition of this Agreement by either party shall

not be considered by the other party as a waiver of subsequent breach of the same or any other term or condition of this Agreement.

**13. Legal Notice:**

Any notice as may be required from one party to the other shall be deemed to be delivered forty-eight hours from the date of delivery which must be delivered in person or by certified or registered mail, return receipt requested or by certified tracking mail service which provides receipt or delivery to the addresses as stated herein.

**14. California Law:**

The laws of the State of California shall govern the validity, performance, and enforcement of this Agreement.

**15. Heirs, Assigns Successors:**

This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in Landlord's interest to the parties

**16. Entire Agreement:**

The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California.

Tim Chapa, District Administrator  
Calwa Recreation and Park District  
**Landlord**

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Maria Parra,  
Calwa Recycling  
**Tenant**

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