

County of Nevada
California Commercial Lease Agreement

THIS LEASE, is executed this 1st day of July, 2025, by and between the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as "LANDLORD", and GOLD COUNTRY SENIOR SERVICES, a nonprofit corporation, hereinafter referred to as "TENANT". TENANT and LANDLORD are sometimes hereinafter each singularly referred to as "Party" and collectively referred to as "Parties."

NOW, THEREFORE, this Lease shall be effective as of July 1, 2025, and the Parties hereto agree as follows:

SECTION 1. PREMISES

1.1 Description of Premises. LANDLORD hereby leases to TENANT, and TENANT leases from LANDLORD, that certain real property located at 12207 La Barr Meadows Road, Grass Valley, CA 95949, consisting of approximately 1.16 acres (50,400 square feet) of land plus a driveway, as outlined in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "Premises" (a portion of APN 022-160-038). The Premises consist of an open space area designated for the operation of the Senior Firewood Program and, if applicable, emergency firewood distribution, including non-exclusive access to the driveway as shown in Exhibit A, with the layout and designated areas illustrated in the image provided in Exhibit A.

1.2 Non-Exclusive Access. In addition to TENANT's rights to use and occupy the Premises as specified in Section 4 below, TENANT shall have non-exclusive use of the driveway, as shown on Exhibit A, for ingress and egress to and from the Premises over and across any publicly accessible part of LANDLORD's property for any purpose related to the use and enjoyment of the Premises by TENANT and its officers, employees, volunteers, and invitees.

SECTION 2. TERM AND TERMINATION

2.1 Initial Term. The term of this Lease shall commence on July 1, 2025, and terminate on June 30, 2026, unless terminated earlier as provided herein.

2.2 Material Breach. A material breach, as defined pursuant to the terms of this Lease or otherwise, shall, in addition to any other remedy available at law, serve as a basis upon which LANDLORD may elect to terminate this Lease immediately upon written notice to TENANT.

2.3 Termination Without Cause. Either Party may terminate this Lease for any reason, without cause, by providing sixty (60) calendar days' written notice to the other Party, sent by registered mail in accordance with the notice provisions in Section 13 below.

SECTION 3. LEASE PAYMENTS

3.1 Lease Payment Amount. TENANT shall pay LANDLORD a nominal annual lease payment of one dollar (\$1.00) for use of the Premises, due on July 1 of each year.

3.2 Security Deposit. LANDLORD requires no security deposit under the terms of this Lease.

SECTION 4. USE OF PREMISES

4.1 Permitted Use. The Premises shall be used by TENANT solely for the operation of the Senior Firewood Program, which provides firewood to low-income senior households in Western Nevada County, and, in the event of a declared emergency, for the distribution of firewood to the general public as coordinated with the Nevada County Office of Emergency Services (OES). No other use is permitted without LANDLORD's prior written consent.

4.2 Restrictions.

4.2.1 TENANT shall not disturb the earth on the Premises, including but not limited to moving dirt with heavy equipment, digging, or scraping, as the Premises are located on a prior mine tailings site.

4.2.2 When using the driveway, TENANT shall ensure that vehicles only make right turns onto La Barr Meadows Road for traffic safety.

4.2.3 TENANT shall conduct its operations on the Premises in a safe manner, in accordance with all applicable Occupational Safety and Health Administration (OSHA) requirements, and shall provide appropriate training and personal protective equipment to its volunteers.

4.2.4 TENANT shall be responsible for securing the Premises, including locking gates.

4.3 Vehicle Parking. TENANT, its employees, volunteers, and invitees shall have use of the 1.16-acre Premises for all operations and vehicle parking during the term of this Lease and any extensions. Parking is limited to vehicles no larger than full-size passenger automobiles, pick-up trucks with or without associated trailers, and sprinter vans (hereinafter "Permitted Size Vehicles").

SECTION 5. MAINTENANCE AND REPAIRS

5.1 LANDLORD's Obligations.

5.1.1 LANDLORD shall maintain the driveway to and from La Barr Meadows Road between May and October. Once a permanent road is constructed, LANDLORD shall maintain that access and egress road.

5.1.2 LANDLORD shall have no obligation to maintain or repair the Premises, except as required by law or as specified herein.

5.2 TENANT's Obligations.

5.2.1 TENANT shall maintain the Premises in a good, safe, and sanitary condition and shall return the Premises to LANDLORD at the end of the term in the same condition as received, ordinary wear and tear excepted.

5.2.2 TENANT shall, at its expense, keep, maintain, and repair any and all items of personal property and equipment installed by TENANT within the Premises.

5.2.3 TENANT shall promptly notify LANDLORD of any damage to or defective condition in any part of the Premises.

5.3 Compliance with Law. LANDLORD and TENANT shall each comply with all applicable laws, ordinances, regulations, and rules of any public authority relating to their respective maintenance obligations as set forth herein. LANDLORD represents that the Premises comply with applicable building codes and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.). LANDLORD shall indemnify, defend, and hold TENANT harmless from claims arising from violations of these laws.

SECTION 6. ALTERATIONS

6.1 Alterations by TENANT.

6.1.1 TENANT shall not make, or allow to be made, any alterations, additions, or improvements to the Premises without LANDLORD's prior written consent.

6.1.2 If LANDLORD consents to such alterations, they shall be made at TENANT's sole cost and expense.

6.1.3 Improvements attached to the Premises that cannot be removed without material injury shall become LANDLORD's property upon installation, unless LANDLORD requires TENANT to remove them at the end of the term.

6.1.4 By the last day of the term, TENANT shall remove its personal property and non-permanent improvements, repair any damage from installation or removal, and surrender the Premises in good condition, ordinary wear and tear excepted.

SECTION 7. INSURANCE

7.1 TENANT's Insurance. TENANT shall procure and maintain, at its sole cost and expense, for the duration of this Lease, the following insurance coverages, with LANDLORD named as an additional insured where applicable:

A. Commercial General Liability insurance with a minimum of \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

B. Automobile Liability insurance with a minimum of \$1,000,000 per occurrence.

C. Workers' Compensation insurance as required by law.

D. Directors and Officers Liability insurance with a minimum of \$1,000,000 per claim.

TENANT shall provide certificates and endorsements to LANDLORD prior to occupying the Premises.

7.2 LANDLORD's Insurance. LANDLORD will maintain public liability coverage for its operations through self-insurance and provide certification of self-insurance upon request.

7.3 Notice of Cancellation. Insurance policies shall not be canceled or changed without thirty (30) days' prior written notice to LANDLORD (ten (10) days for non-payment of premium).

SECTION 8. INDEMNITY AND HOLD HARMLESS

8.1 **TENANT's Indemnification.** TENANT shall indemnify, defend, and hold LANDLORD harmless from and against any claims, demands, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees) arising out of or resulting from TENANT's negligent acts, willful misconduct, or breach of this Lease, except where caused by LANDLORD's negligence or willful misconduct.

8.2 **LANDLORD's Indemnification.** LANDLORD shall indemnify, defend, and hold TENANT harmless from and against any claims, demands, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees) arising out of or resulting from LANDLORD's negligent acts, willful misconduct, or breach of this Lease, except where caused by TENANT's negligence or willful misconduct.

SECTION 9. DEFAULT OR BREACH

9.1 **Events of Default by TENANT.** The occurrence of any of the following shall constitute a material default by TENANT under this Lease:

9.1.1 Failure to perform any provision of this Lease, if the failure continues for thirty (30) days after written notice from LANDLORD.

9.1.2 Abandonment of the Premises.

9.1.3 Filing of a bankruptcy petition by or against TENANT, or appointment of a receiver for TENANT's assets, if not discharged within thirty (30) days.

9.2 **Remedies.** In the event of a material default, LANDLORD may terminate this Lease upon written notice to TENANT and pursue remedies available under California law, including recovery of damages.

SECTION 10. DAMAGE OR DESTRUCTION

10.1 **Repairs by LANDLORD.** If the Premises are damaged by fire or other casualty, LANDLORD shall restore them to tenantable condition, unless the damage is caused by TENANT's fault, in which case TENANT shall be responsible for repairs. If the Premises are wholly untenable, rent shall abate until restored. If repairs exceed 180 days, either Party may terminate the Lease upon written notice.

SECTION 11. HOLDOVER

11.1 **Month-to-Month Tenancy.** If TENANT remains in possession of the Premises after the expiration or termination of this Lease without executing a new lease, TENANT shall be deemed a month-to-month tenant, subject to all terms and conditions of this Lease applicable to such tenancy.

SECTION 12. ASSIGNMENT AND SUBLETTING

12.1 LANDLORD's Consent Required. TENANT shall not assign this Lease or sublet the Premises without LANDLORD's prior written consent, which shall not be unreasonably withheld. Unauthorized assignments or sublettings may, at LANDLORD's option, terminate this Lease.

SECTION 13. NOTICES AND PAYMENTS

13.1 Notices and payments shall be in writing, delivered in person or by certified mail, to:

LANDLORD:

County of Nevada, Information and General Services
950 Maidu Avenue
Nevada City, CA 95959
IGSAdmin@nevadacountyca.gov (mailto:IGSAdmin@nevadacountyca.gov)

TENANT:

Gold Country Senior Services
Attention: Senior Firewood Program Director
Address: 206 Providence Mine Road, Suite 118, Nevada City, CA, 95959
Phone: 530-615-4541
Email: contact@goldcountryservices.org

Either Party may change its address by written notice.

SECTION 14. GOVERNING LAW

14.1 This Lease shall be governed by California law. Disputes shall be litigated in Nevada County, California.

SECTION 15. INUREMENT

15.1 This Lease binds the Parties' successors, assigns, and heirs, subject to assignment restrictions.

SECTION 16. ENTIRE LEASE

16.1 This Lease, including exhibits, constitutes the entire agreement between the Parties. Amendments must be in writing and signed by both Parties.

SECTION 17. PRECLUDED USES

17.1 TENANT shall not use the Premises in a manner that increases insurance rates, cancels insurance, or creates a nuisance, nor permit unlawful uses.

SECTION 18. SIGNS

18.1 TENANT shall not affix signs or advertising materials to the Premises without LANDLORD's prior written consent.

SECTION 19. SEVERABILITY

19.1 Invalid provisions shall not affect the remainder of this Lease, which shall be construed fairly.

SECTION 20. NO AGENCY

20.1 This Lease does not create a principal-agent, partnership, or joint venture relationship.

SECTION 21. AUTHORIZED EXECUTION

21.1 Each signatory warrants their authority to execute this Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above:

COUNTY OF NEVADA:

By: _____

Name: Justin Drinkwater

Title: Facilities Director

Date: _____

GOLD COUNTRY SENIOR SERVICES:

By: _____

Name: Leslie Lovejoy

Title: Executive Director

Date: _____

Exhibit A
Map of Premises

The Premises, located at 12207 La Barr Meadows Road, Grass Valley, CA 95949, consist of approximately 1.16 acres (50,400 square feet) of land plus a driveway, as outlined below and incorporated herein by reference (a portion of APN 022-160-038). This area includes an open space designated for the operation of the Senior Firewood Program and, if applicable, emergency firewood distribution, with non-exclusive access to the driveway. Below is an image of the Premises, illustrating the layout and designated areas:



Exhibit B

Insurance Requirements

Insurance. Contractor 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 performance of the work hereunder by Contractor, its agents, representatives, or employees. 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 \$1,000,000 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. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Director and Officers (D&O) Liability Insurance** covering breach of fiduciary duty, misrepresentation of company assets, misuse of company funds, fraud, failure to comply with workplace laws, theft of intellectual property, and lack of corporate governance with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

Other Insurance Provisions:

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

1. **Additional Insured Status:** County, its officers, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

2. **Primary Coverage.** For any claims related to this contract, Contractor's insurance shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation.** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
4. **Waiver of Subrogation.** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
5. **Deductible and Self-Insured.** Retentions Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
6. **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 County.
7. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. **The Retroactive Date** must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
8. **Verification of Coverage** Contractor shall furnish County 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 County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
10. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
12. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
13. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
14. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.