

# Exhibit C

BE74-250  
Aliso Beach  
(Beach Concessions)

## ALISO BEACH CONCESSION LEASE SUMMARY

### COUNTY

County of Orange

### CONCESSIONAIRE

To be determined

### PREMISES

Concession building

### REQUIRED AND OPTIONAL SERVICES AND USES

#### A. Required Services and Uses

- 1) Sale of Concession Food and Beverages
- 2) Sale of Associated Sundry Items
- 3) Rental of Beach-Related Sport and Recreational Equipment
- 4) Rental of Beach Chairs and Beach Umbrellas

#### B. Optional Services and Uses

- 1) Catered Beach Food Service for Special Events
- 2) Off-Premises Food Service and Solicitation
- 3) Off-Premises Mobile Food Vending
- 4) Beach Cabanas
- 5) Vending Machines (limited to drinks and snacks)

#### C. Prohibited Uses

- 1) The sale of tobacco products and alcoholic beverages and the consumption of alcoholic beverages on the Premises.
- 2) Rental of water-related sport equipment such as surfboards, boogie boards and skimboards is prohibited.

### TERM

10 years

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## RENT

Greater of A or B.

A. Minimum Annual Rent – \$15,000, subject to adjustment

B. Percentage Rent

<u>Business Activities Service or Use</u>	<u>Percentage Rent</u>
Food, Beverage and Merchandise Sales	14% up to \$150,000 17% over \$150,000
Rental of Beach-Related Sport and Recreational Equipment	22%
Rental of Beach Chairs and Beach Umbrellas	22%
Vending Machines	22%

## FINANCIAL STATEMENTS

Concessionaire shall submit an annual balance sheet and income statement prepared in accordance with generally accepted accounting principles.

## SECURITY DEPOSIT

\$15,000

## INITIAL CONSTRUCTION BY Concessionaire

Within 90 days of the effective date of the Lease, Concessionaire shall cause to be designed, constructed and installed within the Premises, appropriate improvements to accommodate the required uses.

## FUTURE IMPROVEMENTS, CONSTRUCTION AND/ALTERATION BY TENANT

All improvements are subject to prior approval by the County.

## UTILITIES

Concessionaire is responsible for payment of separately metered utilities to the Premises.

## MAINTENANCE OBLIGATIONS OF TENANT

- A. General. Concessionaire shall, to the satisfaction of the Director of OC Parks, keep and maintain the Premises and all improvements in good condition and repair.
- B. Concession Building. Concessionaire is responsible for the interior maintenance of the concession building.
- C. Regulations. Concessionaire shall comply with all applicable laws, ordinances, and regulations pertaining to health, building, safety and fire protection.

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- D. Trash, Garbage and Other Refuse. Concessionaire shall provide complete and proper arrangements for the adequate, sanitary handling and disposal, acceptable to the Director of OC Parks, of all trash, garbage and other refuse from Concessionaire's operation.

## MAINTENANCE OBLIGATIONS OF COUNTY

County is responsible for the exterior surfaces including roof repairs/replacement of the concession building and maintenance, repair and cleaning of the public restrooms.

## OPERATIONAL REQUIREMENTS OF CONCESSIONAIRE

- A. General Operating Requirements.
- 1) Concessionaire is responsible for removal of trash and litter from the Premises each day.
  - 2) Concessionaire shall post a current schedule of operating hours and prices.
  - 3) Concessionaire shall not interfere with or disturb the quiet enjoyment of park attendees or visitors.
- B. Concession Equipment. Concessionaire shall furnish all fixtures, food and beverage equipment and supplies necessary for efficient operation of the Premises.
- C. Food Packaging. Concessionaire shall use food packaging consistent with good environmental practices, including prohibiting polystyrene (Styrofoam) from the Premises.
- D. Picnic Tables and Umbrellas. Permitted on patio; type, location and number subject to approval by the Director of OC Parks.
- E. Educational Kiosk. Concessionaire shall install and maintain an ocean/water educational or informational kiosk.
- F. Off-Premises Storage. Subject to approval by the Director of OC Parks, Concessionaire may install Off-Premises storage containers for use in Concessionaire's operations.
- G. Hours of Operations. Concessionaire may operate any day that Aliso Beach Park is open to the public between the hours of 7:00 AM to 9:00 PM. Concessionaire to be present and open for business daily between Memorial Day through Labor Day.
- H. Employees. Concessionaire to provide a list of all employees to the Director of OC Parks.
- I. Parking. County shall provide three reserved parking spaces for Concessionaire.
- J. Park Rules and Regulations. Concessionaire agrees to comply with all rules and regulations adopted by County for Aliso Beach Park.
- K. Emergency Services Staging Events. Concessionaire acknowledges that Aliso Beach Park may be used as a staging area for disasters or other emergencies and serves as a

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resource to assist the community-at-large. Concessionaire's operations may be impacted and/or temporarily suspended without recourse to County.

- L. NPDES. Concessionaire must adhere to the County's Drainage Area Management Plan that contains Best Management Practices.

## **INSURANCE**

Concessionaire shall at all times maintain the following insurance coverage:

<u>Coverage</u>	<u>Limit</u>
Comprehensive General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Fire and Extended Coverage	90% of replacement cost
Workers' Compensation	Statutory

## **ASSIGNING, SUBLETTING, AND ENCUMBERING**

County's written approval is required prior to assigning or encumbering the Lease.

## **HAZARDOUS MATERIALS**

Concessionaire shall be responsible for prevention, removal, cleanup, and restoration resulting from contamination of the Premises by hazardous materials.

## **TAXES AND ASSESSMENTS**

To be paid by Concessionaire

## **ATTACHMENTS TO LEASE**

- I. General Conditions
- II. Exhibit "A" – Premises
- III. Exhibit "B" – Best Management Practices Sheets