

# Request for Proposals

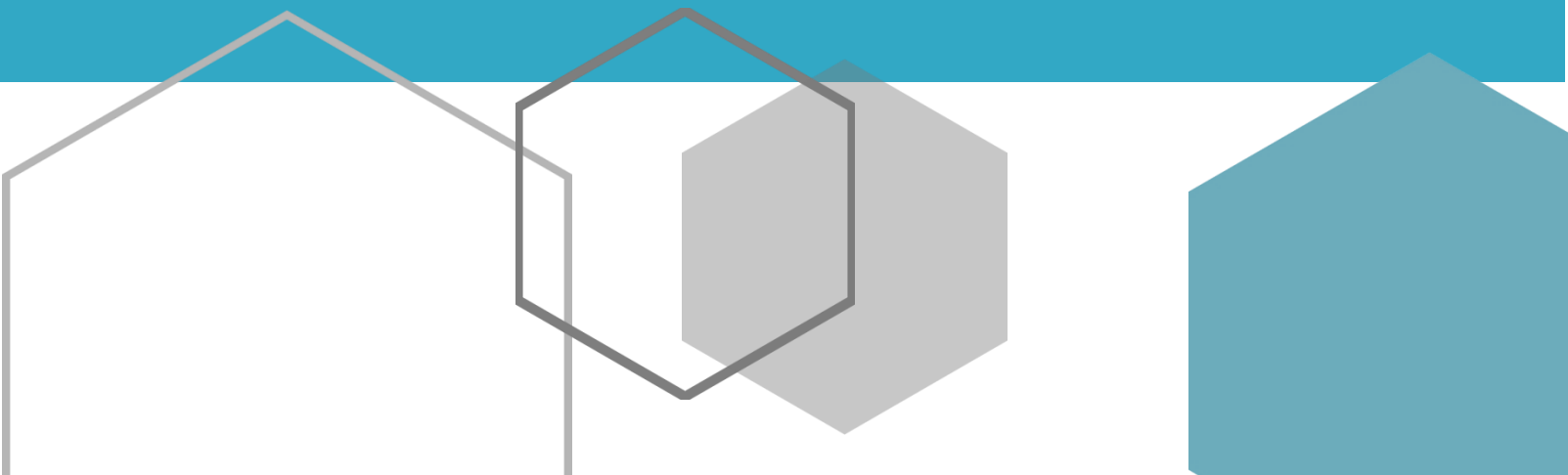
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## City of Coachella Former Chamber of Commerce Building Lease

Site Address:  
1258 Sixth Street  
Coachella, CA 92236

Issued: Thursday, September 16, 2021

**Proposals Due: Thursday, October 28, 2021 at 3pm**



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## **I. Introduction**

The City of Coachella is known as the “City of Eternal Sunshine” and the “Gateway to the Salton Sea”, and along with its largely young, rural and family oriented demographics makes it one of the most appealing and up-and-coming areas in Southern California and the County of Riverside. The City of Coachella was incorporated on December 13, 1946. According to the 2010 U.S. Census and Southern California Association of Governments (SCAG), the City of Coachella has a population of over 46,000 people with forecasting numbers that indicate a population of 135,000 by 2035, making it the 2<sup>nd</sup> largest city in the Coachella Valley. The City has over 29 square miles of mix use zoning opportunities, such as agriculture, commercial retail, industrial and housing. This culturally rich and family oriented City has a median age of 24.5 years old with an average family size of 4.57/household.

## **II. Invitation to Propose**

The City of Coachella is pleased to offer an exciting economic development opportunity for a well-qualified business entity to operate within the 722 square foot Former Chamber of Commerce building located at 1258 Sixth Street in the Downtown Pueblo Viejo District (APN: 778-110-003-7).

Qualified proposals must demonstrate experience, and knowledge of restaurant/retail business operations—including financing, marketing, design, leasing, management and oversight. It is further expected that proposals will be based on a thorough understanding of existing and future business market conditions and trends and that final proposals will contain realistic financial projections.



### III. Former Chamber of Commerce Building Description



The existing 722 square foot building is on 0.14 acres (6,098 square feet) and is in the CG (Commercial General) Zone, please see site map and site pictures (Exhibit "A" and "B"). The project site has existing separate utility connections.

### IV. Goals/Objectives

The goals/objective of this Request for Proposals (RFP) is to award a long term lease to tenant who will accomplish the following:

- Provide a unique destination restaurant and/or related retail operation with a distinctive menu/experience that will cater to visitors of the Downtown Pueblo Viejo District and draw people to the area for a memorable experience;
- Develop a creative façade and tenant improvement design that utilizes the current amenities of the City Hall campus;
- Maximize foot traffic through featured menu items, service, ambiance, and special events marketing;

- Assess, provide, and install all necessary furnishings and equipment in order to create an attractive and inviting destination;
- Implement quality marketing and advertising campaign; and
- Work in a collaborative effort with the City to incorporate to the vision of a walkable and sustainable Downtown Pueblo Viejo District and ensure an optimum experience for those going to the new City Library, expanded Senior Center, City Hall, new County DPSS Building, new Palm View Elementary and the surrounding community.

Furthermore, the proposed restaurant/retail development will promote public enjoyment, provide job opportunities for local residents, and complement the Downtown Pueblo Viejo Implementation Plan ("Plan"). (Please note the Plan is available on the website - <https://www.coachella.org/departments/pueblo-viejo-revitalization-plan>)



#### Eligible Projects:

- Restaurant/Café/Deli – (Diverse Food Menu Preferred)
- Bar/Saloon
- Retail Store (Non-Cannabis)
- Business/Sales Tax Generating Incubator
- Art Gallery

#### Ineligible Projects:

- Visitor Center
- Non-Profit Organization
- Church
- Dispensary

## V. Proposal Requirements

Interested parties shall submit written proposals that contain the following essential elements:

A. Conceptual: Please describe in detail the business concept being proposed and how it will fit into the Downtown Pueblo Viejo District and compliment the culture and quality of life. Provide preliminary plans, sections, diagrams and elevations in sufficient detail showing the manner in which proposer plans to develop the premises as follows:

- Floor plans of space showing proposed uses, layout, circulation and utilities.
- Proposed integration with the Downtown Pueblo Viejo District Design Guidelines, on City website <https://www.coachella.org/departments/pueblo-viejo-revitalization-plan>.
- One or more architectural rendering(s) of business indicating layout of space, general color scheme, style of furniture, fixtures, materials to be used for flooring, walls and lighting.
- For all products, please include quality grade, brand names and anticipated costs.

B. Business Plan, Marketing and Customer Service: Please describe the business and marketing plan proposed for use in operations, with an emphasis on measures designed to obtain maximum patronage during peak and non-peak periods. Please include any market study analysis or Pro Forma statements that will illustrate the viability, sustainability and importance of proposed business:

- Describe customer service objectives for the business, specifically employee training and retention programs to support and meet objectives.
- Menu (if applicable): include a copy of the proposed menu for the restaurant Menu: include a copy of the proposed menu for the restaurant food/beverage and any associated merchandise being proposed, which includes non-alcoholic and alcoholic beverages indicating as applicable portion size, suggested price, and name brands.



- Hours: provide proposed days and hours of operation for the proposed business.

C. Project Team (Proposer): Please describe a brief history and experience of the proposer and their team:

- Operational: submit sufficient information to allow the City to evaluate the management structure and operating program of the proposed business concept.
- Business operations: describe current business operations. Please note that City staff may elect to perform a site visit to review/confirm current business conditions
- Minimum Qualifications: provide evidence that the proposer has experience in business administration and be able to show progressive quality management of similar types of business for the past five (5) years.
- References: provide references to evidence the minimum experience requirements, including the name of the operation, address, contact person, telephone number, and annual gross sales generated.
- Management Structure: describe the management structure to be employed in the operation of the business. Please include a job description for the on-site manager, include the number of employees and a proposed daily schedule to deliver good customer service during the proposed hours of operation.
- Insurance Coverage: provide evidence that the proposer has the ability to obtain the necessary insurance required for the operation of the proposed business. Acceptable evidence includes letters from the proposer's insurance company dated no earlier than two weeks before the submittal deadline date and signed by an officer of the insurance and security provider.

D. Capital Investment: Please provide the cost for interior construction, finishes, furnishings, fixtures, trade equipment, and architectural and engineering fees and the proposed method of financing, such as small business loan, micro-loan, saving account, etc. The applicant will be responsible for **ALL** tenant improvements and obtaining all the necessary permits. Please note that the City has pre-existing utility connections that

will be changed to the new tenant once the Lease Agreement has been executed.

- E. Art Mural: The building currently has one (1) unsanctioned art mural installation that will not be required at the current location. The tenant will be allowed to remove the art mural.

## **VI. Lease Terms and Economic Development Incentives**

Multiple City incentives will be available to the selected restaurant/retail space operator which include, but are not limited to:

- Fast Track Permitting Assistance/Ombudsman Service: The City's Economic Development team will assist with expediting the permit approval process and will monitor the permit application through the development review and approval process. Furthermore, the Economic Development team will provide personalized ombudsman assistance which simplifies the process of navigating City departments and processes. All tenant improvement application and inspection fees will be waived.
- City will subsidize the lease rate with potential tenant until the full cost of their tenant improvements has been recovered – 3 years maximum.
- Lease Rate will be \$1.00/square foot after cost of tenant improvements have been recovered or 3 years have passed, whichever ever one if first.
- Lease Term – 3 years maximum (with an opportunity to renew).

## **VII. Instructions and Schedule for Submitting of Proposals**

The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Proposals. Expenses include, but are not limited to, expenses by proposer in: preparing a Proposal or related information in response to RFP; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Proposals made in response to this RFP.

Proposals are due before 3:00 PM on October 21, 2021. This time and date is fixed and extensions will not be granted. The City does not recognize the U. S. Postal Service, its postmarks or any other organization as its agent for purposes of dating



the Proposal. All Proposals received after the deadline shown will be rejected, returned to sender and will not receive further consideration. Furthermore, the City reserves the right to reject any and all Proposals and to waive information and minor irregularities in any Proposal received.

Below is the anticipated schedule:

- Advertisement/Marketing of RFP: **September 16th – October 21<sup>st</sup>**
- Site visit: **September 30th 9am located at 1258 Sixth Street, Coachella**
- Review of Proposals: **October 25th – October 28th**
- Staff Report and Lease Agreement uploaded to agenda: **November 4th**
- City Council approval: **November 10th**

Mail, hand-deliver or e-mail Proposal to:

Attn: Jacob Alvarez

City of Coachella Economic Development Department  
53990 Enterprise Way, Coachella, CA 92236

E-mail: [jalvarez@coachella.org](mailto:jalvarez@coachella.org)

## **VIII. RFP Inquires**

All questions and clarifications must be submitted by email to Jacob Alvarez, Assistant to the City Manager, at [jalvarez@coachella.org](mailto:jalvarez@coachella.org) no later than Thursday, October 7 at 3pm. The questions and answers will be posted to the City's website RFP announcement.

## **IX. Public Records**

All proposals submitted in response to this RFP become property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review at least ten (10) days before selection and award.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Proposal. Personal information should be labeled as confidential and will remain so. Note under California law, a price proposal to a public agency is not a trade secret.

## **X. Evaluation Process and Selection Criteria**

The City will conduct the selection process. The City is the final decision-maker regarding this selection, and it reserves the right to reject any or all responses or to terminate development negotiations at any time. The City reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to City staff, community groups, or others.

As part of the evaluation process, the City expects to interview some, but not necessarily all, of the parties submitting proposals.

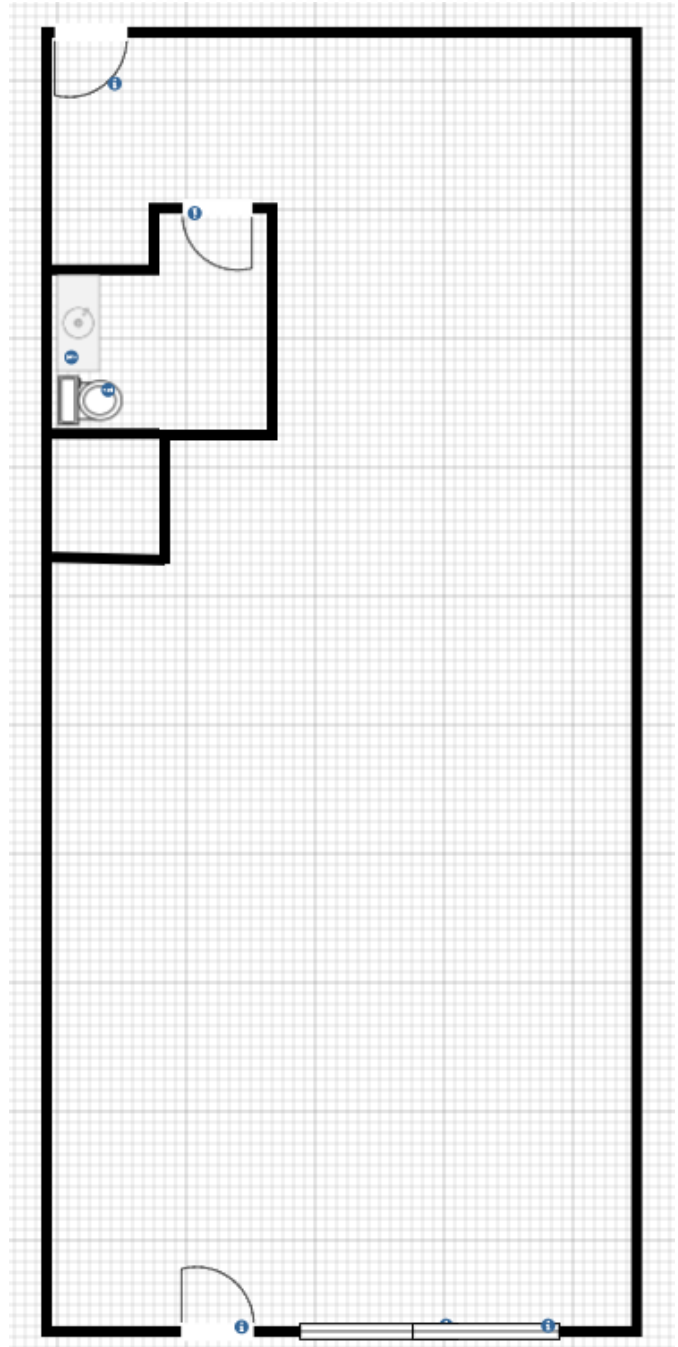
The intent of the RFP step of this selection process is to identify qualified parties interested in operating and maintaining a full-service business and related amenities within the Downtown Pueblo Viejo District. The selection of a qualified proposer will be based generally upon his/her experience in the retail/restaurant business industry and ability to demonstrate progressive quality business management practices for over a five (5) year period, including the quality of the proposed business and capacity to carry out the business development in a carefully and coordinated manner with the full collaboration of the City.

The proposal will be evaluated based upon the following criteria:

<b>Selection Criteria – Chamber of Commerce Building Proposed Business</b>	<b>Score:</b>
Benefit of Proposed Business to the Downtown Pueblo Viejo District	30
Strength of Business Team and Management Experience	25
Financial Strength & Capital Accessibility	20
Quality of Proposed Business Plan	15
Conceptual Rendering and Floor Plan	10
<b>TOTAL:</b>	<b>100</b>

## Exhibit "A"

### Site Map





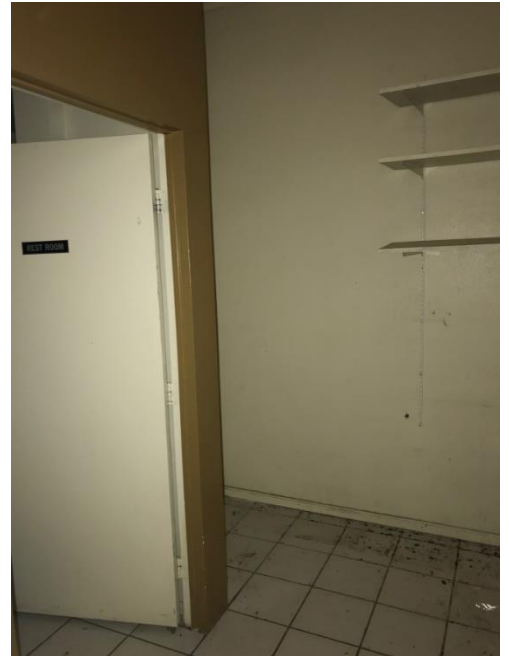
## Exhibit "B"

### Site Pictures

Outside:



Inside:



**Exhibit “C”**

**Lease Agreement Template - DRAFT**

**LEASE AGREEMENT**

**BETWEEN THE CITY OF COACHELLA AND**

**LESSEE FOR RETAIL SPACE**

THIS LEASE AGREEMENT (the "Lease") is made as of **November XX, 2021** by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and **ENTITY NAME**, a private entity (the "Lessee"), with reference to the following facts:

**RECITALS**

- A. The City owns a 722 square foot, Chamber of Commerce building, located at 1258 Sixth Street, Coachella, CA 92236, which is described in Exhibit “A” (the “Leased Premises”); and
- B. Lessee desires to lease all 722 square feet in the Leased Premises from the City for retail space and programming use; and
- C. City already has relocated the Coachella Chamber of Commerce to a wing in the City Hall Building, previously held by City Administration; and
- D. Lessee will be responsible for all tenant improvements and utility services; and
- E. Lessee is eligible for all Economic Development Incentives provided in Section 5 of this agreement and approved by the Economic Development/Planning Sub-Committee on **Month XX, 2021**; and
- F. Lessor will not be liable or responsible for any damage or injury occurring on the Leased Premises; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



## AGREEMENT

1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.
2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.
3. Premises. The Premises described in **Exhibit "A"** amounts to an area of approximately 722 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace **Exhibit "B"** as the description of the Premise
4. Term of Lease.
  - a) The original term of the Lease shall be for a three (3) year period commencing on **Month XX, 2021 and terminating on Month XX, 2024** (the "Term").
  - b) During the Term of this Lease, Lessee shall pay to Lessor as rent the sum of Five Hundred Five Dollars (\$722.00) per month, once all the costs of the tenant improvements have been recovered by the Lessee. In no event will the City cover costs of tenant improvements in excess of total rents.
  - c) The annual rent will be paid by the Lessee to the Lessor in advance of the 27<sup>th</sup> day of each month and continuing throughout the term of this Lease.
  - d) Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.
5. Economic Development Incentives.
  - a) Fast Track Permitting Assistance/Ombudsman Service: The City's Economic Development team will assist with expediting the permit approval process and will monitor the permit application through the development review and approval process. Furthermore, the Economic Development team will provide personalized ombudsman assistance which simplifies the process of navigating City departments and processes.
  - b) All tenant improvement application and inspection fees will be waived.



- c) City will subsidize the lease rate with Lessee until the full cost of their tenant improvements has been recovered – three (3) years maximum.
- d) Lease Rate will be **\$1.00/square foot** after cost of tenant improvements have been recovered.
- e) Lease Term – 3 years maximum (with an opportunity to renew).

6. Utilities, Maintenance and Insurance.

- a) Utilities. Lessee shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by Lessee on the Premises, including, without limitation: electricity, water, sewer, internet and trash removal services. Lessee shall pay for any and all charges for establishment or connection of utility services to the Premises.
- b) Maintenance. Lessor shall provide all maintenance and repairs, at Lessor's sole cost and expense, to keep the Premises in good order and condition, including, without limitation, weed abatement, fencing, all improvements existing at the commencement of this Lease, and any improvements approved by the Lessor to be constructed and/or installed by the Lessee during the term of this Lease.
- c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:
  - i. Public Liability and Property Damage. Broad-form comprehensive public liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.
  - ii. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any

improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

- iii. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.
- iv. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

7. Use. Lessee shall use and occupy the Premises for purposes of retail space and programming use. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

8. Hazardous Substances and Hazardous Materials.

- a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation,

and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

- b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

9. Improvements.

- a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor.
- b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee. Any tenant improvement designs must be approved by the City and undergo the tenant improvement permit process through the Development Services Department.
- c) Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's

personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alternations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Notwithstanding the foregoing, upon termination of this Lease, Lessor may require Lessee to remove some or all of Lessee's installations, additions, improvements and alterations, at Lessee's sole cost and expense. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.

- d) **Mechanic's Liens.** Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.
- 10. **Termination.** Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.
- 11. **Signs.** Lessee shall not install any signs on the Premises without the prior written consent of Lessor. Lessor has the option to authorize a billboard to be installed on the Premises during the term of the Lease.
- 12. **Lessor's Consent Required.** Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion.
- 13. **Assignment and Subleasing.** Lessee shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily

obligated to Lessor for performance of all provisions of this Lease.

14. Use of Premises by City. The Premises will be used for as retail space and programming for the Lessee.
15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.
17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.
18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.
19. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) w h e n delivered by personal

delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessee:  
City of Coachella  
53990 Enterprise Way  
Coachella, CA 92236  
Attn: Jacob Alvarez  
Assistant to the City Manager  
Phone: 760) 398-3502 Ext. 129  
E-mail: [jalvarez@coachella.org](mailto:jalvarez@coachella.org)

**To Lessor:**

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.
21. Heirs, Assigns, Successors. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
22. Time of Essence. Time is of the essence of this Lease.
23. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
24. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.
- 25.

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

**LESSEE:**

**LESSEE**

California Private Entity

By: \_\_\_\_\_

Name, Position

**LESSOR:**

**THE CITY OF COACHELLA**

California Municipal Corporation

By: \_\_\_\_\_

Dr. Gabriel Martin, City Manager

*Attest:*

By: \_\_\_\_\_

Angela M. Zepeda

City Clerk - City of Coachella

*Approved as to Form:*

By: \_\_\_\_\_

Best, Best & Krieger LLP

City Attorney