

**AGREEMENT FOR CONCESSION SERVICES BETWEEN
TEMECULA COMMUNITY SERVICES DISTRICT AND BALANCED BITES CAFÉ,
LLC
CONCESSIONAIRE SERVICES
AT PATRICIA H. BIRDSALL SPORTS PARK, SPORTS RANCH AT SOMMERS
BEND, AND RONALD REAGAN SPORTS PARK (MEMORIAL DAY WEEKEND
ONLY)**

THIS AGREEMENT is made and effective as of **July 22, 2025**, between the **Temecula Community Services District**, a community services district (hereinafter referred to as "City"), and **Balanced Bites Café, LLC**, an Partnership (hereinafter referred to as "Concessionaire"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **July 22, 2025**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2026**, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for two (2) additional two (2) year terms. In no event shall the contract be extended beyond June 30, 2030.

2. RECITALS

This agreement is made with respect to the following facts and for the following purposes, which each of the parties acknowledge to be true and correct:

a. The City has constructed and/or operates the Patricia H. Birdsall Sports Park, the Sports Ranch at Sommers Bend, and Ronald Reagan Sports Park. The sports parks include sports fields, play equipment, picnic facilities and a food concession area.

b. City desires to have a Concessionaire, and Concessionaire desires to provide for sale high quality food and beverages at the Patricia H. Birdsall Sports Park, Sports Ranch at Sommers Bend, and Ronald Reagan Sports Park (Memorial Day Weekend Only) Concession Stand and other areas on the permitted premises at the Patricia H. Birdsall Sports Park, Sports Ranch at Sommers Bend, and Ronald Reagan Sports Park (Memorial Day Weekend Only).

c. City desires to provide a concession benefit to sports park participants and patrons.

d. Concessionaire shall obtain pre-approval from City for all type product being served and sold at Concession.

e. City shall obtain from Riverside County Health Department all applicable health permits, sellers permit, and licenses as the owner of the Food Concession Stand facility.

f. Concessionaire and any employee(s) hired by Concessionaire shall meet and practice all Riverside County Health Department standards and possess and display all necessary and valid health permits for food preparation and sale at Food Concession Stand.

3. DEFINITIONS

As used in this Agreement the following words and phrases shall be defined as follows:

a. "Concessionaire Supplied Equipment" shall mean such equipment as is necessary for the providing of food, snacks, non-alcoholic beverage, alcoholic beverages, t-shirt or promotional product sales as required by this Agreement, except for the City Supplied Equipment.

b. "City Manager" or "General Manager" shall mean the City Manager of the City of Temecula.

c. "Director of Community Services" shall mean the Director of the Temecula Community Services District of the City of Temecula or his or her designee.

d. "Director of Finance" shall mean the Director of Finance of the City of Temecula or his or her designee.

e. "Food Concession Stand" shall mean the concession stand constructed and/or operated at: Patricia H. Birdsell Sports Park, Sports Ranch at Sommers Bend, and Ronald Reagan Sports Park (Memorial Day Weekend Only).

f. "Gross Revenue" shall mean all the money or other things of value received by or owed to Concessionaire for the food, snacks, desserts, non-alcoholic beverages, alcoholic beverages, t-shirts or promotional items or any other pre-approved items sold pursuant to this Agreement prior to payments of expenses.

g. "Indemnified Parties" shall mean the City of Temecula, the Temecula Community Services District and the Successor Agency to the Temecula Redevelopment Agency.

4. EXCLUSIVE AGREEMENT FOOD AND BEVERAGE SALES AT CONCESSION STAND

The City hereby grants to Concessionaire an exclusive right to sell high quality food, non-alcoholic beverages, and snacks from Food Concession Stand and other areas on the permitted premises to patrons of the Patricia H. Birdsell Sports Park, Sports Ranch at Sommers Bend, and Ronald Reagan Sports Park (Memorial Day Weekend Only) and members of the public in accordance with the terms of this Agreement. The City reserves the right to contract with other food vendors in areas of the Patricia H. Birdsell Sports Park, Sports Ranch at Sommers Bend, and Ronald Reagan Sports Park (Memorial Day Weekend Only) for special events. The City shall provide notice of each Special Event to the Concessionaire two (2) weeks prior to each Special Event.

5. MAINTENANCE OF EQUIPMENT AND PHYSICAL PLAN OF FOOD CONCESSION STAND

a. The City shall provide the Food Concession Stand for the operation and sale by the Concessionaire of the food, non-alcoholic beverages, and snacks. City shall maintain the Food Stand in good working order and replace such items of the Food Concession Stand when the equipment cannot be repaired; provided, however, Concessionaire shall be responsible for the repair or replacement of the Food Concession Stand, or parts thereof, damaged or

destroyed by the negligent or willful acts of Concessionaire or its employees or agents, excepting normal wear and tear. Concessionaire shall clean the Food Concession Stand and surrounding area in accordance with applicable law and standard commercial food handling practices.

b. Concessionaire shall provide such other equipment as is necessary for the providing of food, non-alcoholic beverages, and snacks sales as required by this Agreement, except for the Food Concession Stand ("Concessionaire Supplied Equipment"). At the termination or expiration of this Agreement, the City shall have the option, but not the obligation, to purchase the Concessionaire Supplied Equipment at its then fair market value.

b. All signage for the Concessionaire's food, non-alcoholic beverage, and snack operation at the Food Concession Stand and, including sign content, shall be approved in writing by the General Manager or their designee prior to placement. The sale of alcoholic beverages and proof of the age of 21 for purchase must be clearly identified on all Concession signage.

6. FOOD AND BEVERAGE SALES OPERATIONAL REQUIREMENTS

In performing the services required by this Agreement, Concessionaire shall comply with the following operational requirements:

a. Concessionaire shall provide food and beverages at the Food Concession Stand during the following dates and times and location: (1) Monday through Friday from 5:30 p.m to 8:30 p.m; and (2) Saturday and Sundays from 7:30 a.m. to 7:30 p.m. at Patricia H. Birdsall Sports Park and The Sports Ranch at Sommers Bend. On Memorial Day Weekend concession services shall be provided at Ronald Reagan Sports Park and Concessionaire shall obtain all required health permits and licenses for that site. Additional dates and hours may be added upon the prior written approval of the Concessionaire and the Director of Community Services. A calendar of events will be provided to the Concessionaire. If event sessions will vary or are seasonal enter when calendar will be revised and provided.

b. Prior to commencement of the sale of food, beverages and goods at the Food Concession Stand and not less than each calendar quarter thereafter the Director of Community Services shall review and, after consulting with Concessionaire, approve the menus, products, signage, and quality of offerings for the Food Concession Stand. Concessionaire shall not sell any items from the Food Concession Stand without the prior written consent of the Director of Community Services .

c. General Manager or their designee shall approve in writing the food, beverage, and product price lists, which approvals shall not be unreasonably withheld. Concessionaire's prices for food, beverages and product shall not exceed the prices on this approved list.

d. Concessionaire shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Concessionaire shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar high-quality food, beverage and product services as are required of Concessionaire in meeting its obligations under this Agreement.

e. As of the date of this Agreement, the City has obtained from Riverside County Health Department all applicable health permits and licenses as the owner of the facility in which the food, beverages, product and services described in this Agreement will be conducted.

Concessionaire shall operate and manage the food, beverage and product services described in this Agreement in full compliance with the terms of such permits and licenses and with any changes or modifications to said permits and licenses. To the extent of the laws, regulations or opinions of the Riverside Health Department may change; Concessionaire shall obtain such permits and licenses as required by applicable laws and regulations.

f. Concessionaire shall at its own cost and expense procure and keep in force during the term of this Agreement all necessary permits and licenses and shall require any employees and subcontractors to have all necessary permits and licenses during the course of the term of the Agreement, including, without limitation: (1) City of Temecula business license; (2) County of Riverside Health Department food handlers permits; and (3) California State Board of Equalization sellers permit. The City shall provide the Environmental Health Permit.

g. Concessionaire shall be responsible for the payment of all applicable taxes for products or services under its control, including without limitation, any possessory interest tax which might be imposed, and for the maintenance of appropriate records showing payment of taxes. Concessionaire shall pay and discharge before delinquency all taxes and assessments, if any, which may be levied during the term of the Agreement as a result of Concessionaire's operations. Concessionaire shall not permit any liens to be asserted against City's property during the term of this Agreement.

h. Employees of Concessionaire shall at all times be neatly and cleanly uniformed at no expense to the City. The style and colors of uniforms for employees shall be approved by the Director of Community Services.

i. Concessionaire shall train and closely supervise all employees so that they are aware of and continually practice high standards of cleanliness, courtesy and service. Concessionaire's employees shall follow all applicable sanitary practices, rules and requirements governing restaurant employees. Concessionaire's employees shall at all times reflect personal cleanliness and neatness. Unkempt and unclean employees will not be tolerated by the City. The City shall provide written notice regarding any unkempt and unclean employees to the Concessionaire.

j. Concessionaire's employees shall not, either by act or language, offend or disturb customers/patrons of normal sensitivity during the course of providing services at the Food Concession Stand. Concessionaire's employees shall not interfere with a program or special event presented at any City facility or park. The Director of Community Services shall be the sole judge in the determination of such matters.

k. To the extent required by law, Concessionaire's employees shall be fingerprinted and undergo the State required background check for working in a public facility or park.

l. Concessionaire shall provide an adequate number of personnel to properly service and attend to the customers/patrons at the Food Concession Stand location.

m. Concessionaire shall respond promptly to all complaints from customers/patrons and shall report to City on each complaint and the resolution thereof. If City believes a complaint to be of a serious nature, City shall notify Concessionaire in writing.

Concessionaire shall respond to such notification within four (4) calendar days.

n. Not less than once each calendar month during the first year of the term of this Agreement, the General Manager or their designee and Concessionaire shall meet to discuss the operation of the food, beverage, and product services and the financial viability of the operation.

o. All promotions with other food vendors or any subcontractors shall be approved in advance and in writing by the General Manager or their designee.

p. Concessionaire shall allow City Staff access to the Food Concession Stand and Concessionaire's operation as necessary or convenient to the City to insure compliance with the terms of this Agreement.

7. PAYMENT

a. Concessionaire shall sell its food, beverages and products to customers/patrons and members of the public at a designated City facility or park from the Food Concession Stand and other areas as identified on the permitted premises. City shall not be required to pay or otherwise compensate Concessionaire for providing food and beverage services at the designated City facility, park or other City property as permitted.

b. For the privilege of operating the Food Concession Stand pursuant to the terms of this Agreement, Concessionaire shall pay to the City **15% percent of the Gross receipts of the Concessionaire from its sales pursuant to this Agreement**. Said sum shall be paid to the City within ten (10) calendar days following the end of each quarter (April 10th, July 10th, October 10th, and January 10th). At termination of agreement, this payment will be due within thirty (30) days of termination. Failure to make this payment will result in the appropriate reduction or total forfeiture of the deposit, as per Section 7.e and as determined by the Director of Community Services .

c. As used in this Agreement, "Gross Revenue" as defined in Section 3.e, sales taxes pursuant to Section 7200 et seq. of the Revenue and Taxation Code shall not be included in Gross Revenues.

d. Concessionaire shall maintain a system of books and records in accordance with generally accepted accounting principles showing all Concessionaire's revenues received in connection with the sales of food, beverages, and product pursuant to this Agreement. The Director of Community Services shall review and approve the system of books and records and shall be authorized to require the preparation and maintenance of additional accounting records and reports. Said records shall be kept for not less than three (3) years after the expiration of the term of this Agreement and any extensions thereof. City and its authorized agents may inspect or audit such books and records at any time during regular business hours upon one (1) business day's notice. If a City audit uncovers an underreporting of Gross Revenues in the amount of five percent (5%) or more during a one year period, Concessionaire shall pay the City's costs in performing the audit.

e. Concessionaire shall keep in deposit in a local bank, or savings and loan company having F.D.I.C., or F.S.L.I.C., in favor of the City of Temecula, the amount of One Thousand Dollars and No Cents (\$1,000.00). If Concessionaire defaults in payments to the City of any of the terms, provisions, covenants and conditions of this Agreement, City may use, apply,

or retain the whole or any part of this security for any payment due to the City of any expenses or payment in default or for any other sum which the City may spend or be required to spend by reason on Concessionaire's default. The security deposit or any balance remaining of the security deposit, less any deductions per this subsection, shall be returned to Concessionaire, within fourteen (14) days of the termination or expiration of this Agreement. In the event City uses part or all of the security deposit as provided herein, Concessionaire shall replenish the security deposit in the amount used with ten (10) days of notice from City. City may require, at any time that the security deposit be increased in proportion to the amount that minimum monthly rent or payment has increased.

8. TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, terminate this Agreement, or any portion hereof, by serving upon the Concessionaire at least ninety (90) calendar days prior written notice. Upon receipt of said notice, the Concessionaire shall continue to provide the services required by this Agreement, unless the notice provides otherwise.

b. Concessionaire may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the City at least ninety (90) calendar days prior written notice. Upon receipt of said notice, the Concessionaire shall continue to provide the services required by this Agreement, unless the Director otherwise agrees in writing.

c. In the event this Agreement is terminated pursuant to this Section, the Concessionaire shall pay to the City the amounts which may be due to the City under this Agreement through the time of termination.

9. DEFAULT OF CONCESSIONAIRE

a. The Concessionaire's failure to comply with the provisions of this Agreement shall constitute a default.

b. If the General Manager determines that Concessionaire is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve the Concessionaire with written notice of the default. Concessionaire shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Concessionaire fails to cure its default within such period of time; the City shall have the right, notwithstanding any other provision of this Agreement, to terminate or suspend this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

c. In the event the General Manager determines that Concessionaire's default poses an immediate risk to the health or safety of customers, patrons or members of the public, the Food Concession Stand or any facility, park or event, he/she may suspend the Agreement without prior written notice to Concessionaire. Upon such immediate suspension, the Director shall initiate the default procedures set forth in this Section.

d. The City and Concessionaire agree that waiver by the City or Concessionaire of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

10. INDEMNIFICATION

The Concessionaire agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Concessionaire's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

11. INSURANCE REQUIREMENTS

Concessionaire shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Concessionaire, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance. 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 operation, property damage, bodily injury, and personal & advertising with limits no less than One Million (\$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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Concessionaire has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

3) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to its employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Concessionaire is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, occupied or used by the Concessionaire. General liability coverage can be provided in the form of an endorsement to the Concessionaire's Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Concessionaire's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees, or volunteers shall be excess of the Concessionaire's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

3) The Concessionaire may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

5) The Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6) If the Concessionaire maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Concessionaire.

7) If insurance coverage is canceled or, reduced in coverage or in limits the Concessionaire shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

8) Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Vendor, and all subcontractors must agree in writing to be bound by the provisions of this section.

d. Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Concessionaire shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Concessionaire obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEPENDENT CONTRACTOR

a. Concessionaire is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Concessionaire shall at all times be under Concessionaire's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Concessionaire or any of Concessionaire's officers, employees, or agents except as set forth in this Agreement. Concessionaire shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Concessionaire shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Concessionaire in connection with the performance of this Agreement. Except for the fees paid to Concessionaire as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Concessionaire for performing services hereunder for City. City shall not be liable for compensation or indemnification to Concessionaire for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Concessionaire shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Concessionaire shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Concessionaire to comply with this section.

14. RELEASE OF INFORMATION

a. All information gained by Concessionaire in performance of this Agreement shall be considered confidential and shall not be released by Concessionaire without City's prior written authorization. Concessionaire, its officers, employees, agents or subcontractors, shall not without written authorization from the General Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Concessionaire gives City notice of such court order or subpoena.

b. Concessionaire shall promptly notify City should Concessionaire, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Concessionaire and/or be present at any deposition, hearing or similar proceeding. Concessionaire agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Concessionaire. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: General Manager
41000 Main Street
Temecula, CA 92590

To Concessionaire: Balanced Bites Café, LLC
Attn: Megan Larsen
31915 Rancho California Road
Suite 200-102
Temecula, CA 92591

16. ASSIGNMENT

The Concessionaire shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Concessionaire's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Concessionaire.

17. GOVERNING LAW

The City and Concessionaire understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights

under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Concessionaire, or Concessionaire's sub-contractors for this project, during his/her tenure or for one year thereafter. The Concessionaire hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Concessionaire or Concessionaire's sub-contractors on this project. Concessionaire further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Concessionaire warrants and represents that he or she has the authority to execute this Agreement on behalf of the Concessionaire and has the authority to bind Concessionaire to the performance of its obligations hereunder. The General Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

TEMECULA COMMUNITY SERVICES DISTRICT

CONCESSIONAIRE

Balanced Bites Café, LLC

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Zak Schwank, TCSD President

By: _____
Megan Larsen, CEO

ATTEST:

By: _____
Randi Johl, Secretary

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, General Counsel

CONCESSIONAIRE

Balanced Bites Café, LLC

Attn: Megan Larsen

31915 Rancho California Road, Suite 200-102

Temecula, CA 92591

949-545-3732

meganl@balancedbitescafes.com


_____

EXHIBIT A

Tasks to be Performed

The specific elements (scope of work) of this service include:

Concessionaire will operate high quality food and beverage sales out of Patricia H. Birdsall Sports Park, the Sports Ranch at Sommers Bend, and Ronald Reagan Sports Park. The sports parks include sports fields, play equipment, picnic facilities and a food concession area.

Patricia H. Birdsall Sports Park – 32380 Deer Hollow Way, Temecula, CA 92592

Monday through Friday, 5:30 PM to 8:30 PM

Saturday and Sunday, 7:30 AM to 7:30 PM

Sports Ranch at Sommers Bend – 32101 Sommers Bend, Temecula, CA 92591

Monday through Friday, 5:30 PM to 8:30 PM

Saturday and Sunday, 7:30 AM to 7:30 PM

Ronald Reagan Sports Park – 30875 Rancho Vista Road, Temecula, CA 92592

Memorial Day Weekend ONLY (Saturday through Monday)

Hours TBD

Concessionaire shall obtain pre-approval from City for all type product being served and sold at Concession.

Concessionaire and any employee(s) hired shall meet and practice all Riverside County Health Department standards and possess and display all necessary and valid health permits for food preparation and sale at Food Concession Stand.

Employees of Concessionaire shall at all times be neatly and cleanly uniformed at no expense to the City. The style and colors of uniforms for employees shall be approved by the General Manager or their designee. The City shall provide written notice regarding any unkempt and unclean employees to the Concessionaire.

Concessionaire shall respond promptly to all complaints from customers/patrons and shall report to City on each complaint and the resolution thereof. If City believes a complaint to be of a serious nature, City shall notify Concessionaire in writing. Concessionaire shall respond to such notification within four (4) calendar days.

Not less than once each calendar month during the first year of the term of this Agreement, the General Manager or their designee and Concessionaire shall meet to discuss the operation of the food, beverage, and product services and the financial viability of the operation.

All promotions with other food vendors or any subcontractors shall be approved in advance and

in writing by the General Manager or their designee.

Concessionaire shall allow City Staff access to the Food Concession Stand and Concessionaire's operation as necessary or convenient to the City to insure compliance with the terms of this Agreement.

All signage for the Concessionaire's food, and beverage, operation at the Food Concession Stand and, including sign content, shall be approved in writing by the General Manager or their designee prior to placement.

City supplied equipment shall include a commercial refrigerator (reach-in), a commercial freezer (reach-in), a janitorial floor sink, a commercial hot water heater, and a hand sink. Concessionaire shall provide all other equipment as is necessary for providing outlined services within this agreement.

Concessionaire shall clean the Food concession stand and surrounding area. Concessionaire is responsible for following City maintenance and cleaning protocols before, during, and after hours of operations.

City shall maintain the Food Stand in good working order. Concessionaire is responsible for contacting City staff for work order repairs.

EXHIBIT B

Payment Rates and Schedule

| TYPE OF PRODUCT (soda, tea, water, candy, nachos, etc.) | BRAND | SIZE | PROPOSED SELLING PRICE |
|---|--------------------|----------|------------------------|
| Water | Arrow Head | 16.9 oz | \$1.00 |
| Gatorade | PepsiCo | 12 oz | \$1.50 |
| Gatorade | PepsiCo | 20 oz | \$2.00 |
| Prime | Prime Hydration | 12 oz | \$1.50 |
| Capri Sun | Capri Sun Group | 6 oz | \$1.00 |
| Honest Juice | Coca-Cola | 6 oz | \$1.00 |
| 100% Orange Juice | Adam & Eve | 10 oz | \$1.25 |
| 100% Apple Juice | Adam & Eve | 10 oz | \$1.25 |
| Organic Chocolate Milk | Horizon | 8 oz | \$2.50 |
| Organic Whole Milk | Horizon | 8 oz | \$2.25 |
| Nesquik Chocolate Milk | Nesquik | 8 oz | \$2.00 |
| Sparkling Mineral Water | S. Pellegrino | 16.9 oz | \$2.00 |
| Sparkling Water | La Croix | 12 oz | \$1.00 |
| Soda | Coca-Cola Products | 12 oz | \$1.00 |
| Soda | PepsiCo Products | 12 oz | \$1.00 |
| Celsius Energy | Celsius Holdings | 12 oz | \$3.00 |
| Red Bull | Red Bull GmCH | 12 oz | \$4.50 |
| Alani Energy | Celsius Holdings | 12 oz | \$3.00 |
| Bean to Cup Coffee | illy | 12 oz | \$2.50 |
| Hot Chocolate | Swiss Miss | 12 oz | \$1.25 |
| Full Size Candy Bars -Snickers -Kit Kat -M&M's -Twix -Skittles -Starburst -Milky Way | Mars | 1.86 oz | \$2.00 |
| Red Vines | American Licorice | One Vine | \$0.25 |
| Big League Chew Bubble Gum | Ford Gum | 2.12 oz | \$2.50 |
| Cotton Candy | Parade | 2 oz | \$2.25 |
| Corn Nuts | Hormel Foods | 1.7 oz | \$1.00 |
| Chips | Frito Lay | 1 oz | \$1.00 |
| Popcorn | Freshly Popped | 2 oz | \$1.50 |
| Takis | Barcel | 1 oz | \$1.00 |

| TYPE OF PRODUCT (soda, tea, water, candy, nachos, etc.) | BRAND | SIZE | PROPOSED SELLING PRICE |
|---|-----------------|---------------|------------------------|
| Cookies -Oreo -Ritz Bits -Teddy Grahams -Nutter Butter -Chips Ahoy | Nabisco | 1 oz | \$1.00 |
| Cheez-it Crackers | Kellanova | 1.5 oz | \$1.25 |
| Goldfish Crackers | Pepperidge Farm | 0.9 oz | \$1.00 |
| Barnum's Animal Crackers | Nabisco | 1 oz | \$1.00 |
| Little Bites Muffins | Entenmann's | 1.65 oz | \$1.25 |
| Muffins | Otis Spunkmeyer | 4 oz | \$2.25 |
| Conchas Pastry | Bimbo | 2.12 oz | \$1.50 |
| Oats and Honey Granola Bar | Nature Valley | 2-Bar Pack | \$0.85 |
| Chewy Granola Bar | Quaker | 0.84 oz | \$0.50 |
| Kind Bar | Kind | 1.4 oz | \$2.50 |
| Made Good Chocolate Chip Granola Bar | Made Good | 0.85 oz | \$1.25 |
| Clif Bar | CLIF | 2.4 oz | \$2.50 |
| Kid Z Bar | CLIF | 1.27 oz | \$1.25 |
| Pop Tart | Kellanova | 2 Pastry Pack | \$1.50 |
| Nutri Grain Bar | Kellogg's | 1.3 oz | \$0.50 |
| Hot Pocket | Nestle | 4.5 oz | \$1.50 |
| White Castle Cheeseburger | White Castle | 3.66 oz | \$1.75 |
| Hot Dog | Ball Park | | \$2.50 |
| Cuban Style Sandwich | Deli Express | 6.4 oz | \$6.95 |
| BBQ Pulled Pork Sandwich | Deli Express | 5.5 oz | \$5.50 |
| Roast Beef & Cheese Sandwich | Deli Express | 4.3 oz | \$5.50 |
| Chipotle Chicken Wrap | Deli Express | 7.9 oz | \$7.85 |
| Personal Pizza | Red Baron | 6 oz | \$3.00 |
| Uncrustables | Smuckers | 2.8 oz | \$2.00 |
| Chicken Sandwich | Tyson | 6.25 oz | \$3.50 |
| Crispy Chicken Honey Biscuit | Jimmy Dean | 4 oz | \$3.00 |
| Sausage, Egg, and Cheese Croissant | Jimmy Dean | 4.5 oz | \$3.75 |
| Sweet Maple Griddle Cake Breakfast Sandwich | Jimmy Dean | 4.5 oz | \$3.25 |
| Oatmeal Cups | Quaker | 1.79 oz | \$2.00 |
| Yogurt | Chobani | 5.3 oz | \$2.00 |

| TYPE OF PRODUCT (soda, tea, water, candy, nachos, etc.) | BRAND | SIZE | PROPOSED SELLING PRICE |
|--|---------------------|---------------|------------------------|
| Fruit Cup | Del Monte | 7 oz | \$3.00 |
| Fresh Apple | Honey Crisp | 1 Apple | \$1.00 |
| Banana | Dole | 1 Banana | \$1.00 |
| Orange | California Navel | 1 Orange | \$1.00 |
| Soft Serve Ice Cream Cone -Vanilla -Chocolate | Balanced Bites Café | 1 Cone or Cup | \$2.50 |
| Snickers Ice Cream Bar | Mars Inc. | 2 oz | \$2.00 |
| Kit Kat Ice Cream | Mars Inc. | 4.6 oz | \$1.50 |
| Oreo Ice Cream Bar | Mondelez | 5 oz | \$2.00 |
| Fat Boy Ice Cream Sandwich | Casper's | 5 oz | \$1.50 |
| Drumstick Ice Cream Cone | Nestle | 4.6 oz | \$1.50 |
| Otter Pops | Jel Set | 1.5 oz | \$0.25 |
| Organic Acai Bowl with Seasonal Fresh Fruit, Granola, Peanut Butter, and Local Honey | Balanced Bites Café | 5 oz | \$6.50 |
| Smores -Original Hershey's Chocolate -Ghirardelli Milk Chocolate -Caramel -Reese's -Cinnamon Sugar | Balanced Bites Café | 4 oz | \$2.50 |
| Brookie (Brownie+Cookie Dessert) -Turtle -Peanut Butter -Snickerdoodle -Sugar -Oatmeal Raisin -Original Fudge Brownie and Chocolate Chip Cookie | Balanced Bites Café | 4 oz | \$2.50 |
| Concessionaire shall pay to the City: 15% of the Gross receipts of the Concessionaire from its sale pursuant to this Agreement. Said sum shall be paid to the City within ten (10) calendar days following the end of each calendar quarter. | | | |