

LEASE AGREEMENT

This LEASE AGREEMENT is made and executed in duplicate at Hollister, California, from the City of Hollister, a municipal corporation (“Lessor”), to Martha’s Kitchen, Inc., a California non-profit corporation (“Lessee”), each a “Party” and collectively the “Parties.”

IT IS AGREED between the Parties hereto as follows:

I. PREMISES

Lessor hereby lets to Lessee, and Lessee hereby hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises, with appurtenances, situated in the City of Hollister, County of San Benito, State of California, particularly described as follows:

The following areas of the Community Center of the City of Hollister located at 310 West Street:

Area I - Dining Hall

- 2,151 square feet
- Monday through Friday from 11:00 A.M. to 2:00 P.M.

Area II - Recreation Room

- 782 square feet
- Monday through Friday from 10:30 A.M. to 11:30 A.M.

Area III - Kitchen

- 507 square feet
- Monday through Friday from 8:00 A.M. through 2:00 P.M.

Area IV - Office Space

- One (1) office of approximately 112 square feet (8' by 14'), as detailed as “Martha’s Kitchen” in **Exhibit A – Community Center Floor Plan**, which is incorporated herein by reference and made a part of this Lease
- Monday through Friday from 8:00 A.M. to 5:00 P.M.

Area V - Parking Areas

- Two (2) designated parking areas sufficient for up to two (2) passenger vehicles, vans, or pickup trucks

Lessee shall give written notice to Lessor’s Park and Recreation Director at least one (1) business day in advance of any date or hours of temporary non-use of any Area.

II. TERM

The term of this Lease shall commence on July 1, 2025, and shall terminate on June 30, 2026.

- A. **Renewal Options.** Lessee shall have three (3) successive options to renew this Lease for additional one (1) year terms each, provided that:
1. Lessee gives written notice to Lessor not less than ninety (90) days prior to the expiration of the then-current term.
 2. Lessee is not in default under any provision of this Lease; and
 3. Lessee continues to qualify for and maintain grant or other funding to provide senior nutrition services in the City of Hollister.
- B. **Termination for Cause.** This Lease may be terminated at any time for “cause” as defined herein. “Cause” shall mean the failure of either Party to perform any of its obligations under this Lease. If such failure occurs, the non-defaulting Party shall give written notice specifying the particulars of such default. If such default is not cured within thirty (30) days, then this Lease shall terminate.
- C. **Lessor’s Right to Terminate:** Notwithstanding any other provision of this Lease, the Lessor may terminate this Lease at any time, with or without cause, upon giving Lessee one hundred and eighty (180) days’ prior written notice of termination. Lessor shall provide written notice specifying the termination date, which shall be no less than one hundred and eighty (180) days from the date of notice, and rent shall be prorated through the actual termination date with no penalty or damages payable by Lessor for such termination. This termination right is in addition to, and not in lieu of, any other termination rights Lessor may have under this Lease or applicable law.
- D. **Lessee and Lessor Duties Upon Termination.** Upon termination, Lessee shall continue operating senior nutrition services through the termination date unless otherwise agreed, provide reasonable cooperation in transitioning services to another provider if requested by Lessor, remove Lessee’s personal property and restore Premises as required by this Lease, and comply with all other lease termination requirements. In the event of termination for convenience, Lessor’s sole obligation shall be to return any prepaid rent for periods beyond the termination date and allow Lessee reasonable time to remove its personal property.

Lessee acknowledges that Lessor shall have no obligation to compensate Lessee for lost profits or business opportunities, moving expenses or relocation costs,

investment in improvements or equipment, or any other consequential or incidental damages.

III. USE CONTINGENCY – SENIOR NUTRITION SERVICES REQUIREMENT

This Lease is contingent upon Lessee's continued ability to provide senior citizen food service and nutritional programs in accordance with Title IIIC of the Older Americans Act. Lessee warrants that it currently has funding and authorization to provide such services. Lessee shall provide services as detailed in **Exhibit B - Scope of Work and Assurance for Title IIIC Nutrition Services**, which is incorporated herein by reference and made a part of this Lease.

In the event that Lessee loses funding, certification, or authorization to provide senior nutrition services, this Lease shall terminate upon thirty (30) days' written notice from either Party. Lessee shall provide annual documentation to Lessor demonstrating its continued qualification and funding for senior nutrition services.

IV. RENT

Lessee shall pay Lessor, without deduction or offset, rent as follows:

A. Base Rent - Annual Rate of \$14.00 per square foot:

- Dining Hall (2,151 square feet): \$2,688.75 annually (\$224.06 monthly)
- Recreation Room (782 square feet): \$325.83 annually (\$27.15 monthly)
- Kitchen (507 square feet): \$1,267.50 annually (\$105.63 monthly)
- Office (112 square feet): \$1,568.04 annually (\$130.67 monthly)
- **Total Annual Base Rent:** \$5,850.08 (\$487.51 monthly)

B. Utilities and Maintenance: \$25,700.00 annually (\$6,425.00 quarterly)

- Includes 50% of historical building utilities (gas, electric, water, sewer, garbage)
- Quarterly grease trap service
- HVAC maintenance
- Janitorial supplies (toilet paper, paper towels)
- Janitorial services

C. Total Annual Rent: \$31,550.08

D. Payment Schedule:

1. Base rent is payable monthly in advance on or before the fifth day of each month
 2. Utilities and maintenance payable quarterly in advance
- E. **Late Charges:** If any rental installment is not received within ten (10) days of the date due, Lessee shall pay a late charge of ten percent (10%) of the late rental installment.
- F. **Annual CPI Adjustment:** Beginning July 1, 2026, and each July 1st thereafter during the term of this Lease, the base rent shall be increased by the Consumer Price Index ("CPI") increase for the previous calendar year, as published by the U.S. Bureau of Labor Statistics for the San Francisco Bay Area, with a minimum increase of zero percent (0%) and maximum increase of five percent (5%) per year.
- G. **As-Needed Lease Use:** Lessee may lease additional space on an as-needed basis, subject to availability and prior written approval by the Lessor. Such use shall be billed at a rate of \$14.00 per square foot per hour. All after-hours or weekend use requires on-site attendant provided by the Lessor. Paying patrons and scheduled rentals shall have priority over as-needed use. The Lessor reserves the right to invoice the Lessee for as-needed use on a quarterly basis.

V. UTILITIES

Utility and maintenance costs are included in the quarterly payment as specified in the Rent section above and shall be paid to the applicable utility company by Lessor. Lessee shall pay Lessor for building utilities (gas, electric, water, sewer, garbage), HVAC maintenance and repairs, quarterly grease trap service, and basic janitorial supplies in the amount stated in Section IV. (B) above. Lessee shall pay directly to the service or utility provider for telephone service and any specialized utilities or services required for its operations not stated in Section IV. (B) above.

VI. CITY-OWNED PROPERTY AND EQUIPMENT

- A. **City Ownership.** All fixtures, equipment, and improvements attached to or built into the Premises shall remain the property of the City unless specifically identified in writing as belonging to Lessee.
- B. **Inventory of City-Owned Property.** Attached hereto as **Exhibit C** and incorporated herein by reference is a complete inventory of all City-owned

furniture, fixtures, equipment, and other personal property located within the leased Premises. Lessee acknowledges receipt of said inventory and agrees that all items listed therein remain the property of the City.

- C. **Prohibition on Removal.** Lessee shall not remove, sell, dispose of, or otherwise transfer any City-owned property. Any such action shall constitute a material breach of this Lease.
- D. **Lessee's Property.** Lessee may bring its own moveable furniture, equipment, and supplies onto the Premises. Prior to lease expiration, Lessee shall have the right to remove all movable property that belongs to it, provided any damage caused by such removal is repaired at Lessee's expense.

VII. USE OF PREMISES

The Premises are let to Lessee for the following uses only:

- A. **Primary Use:** Senior citizens food service and nutritional programs and such other uses incidental thereto as may conveniently be conducted in connection therewith.
- B. **Permitted Ancillary Uses:** Community outreach activities, volunteer coordination, and administrative functions directly related to the senior services mission.
- C. **Prohibited Uses:** No other use shall be made of the Premises without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed.

VIII. ENTRY BY OWNER

Lessee shall permit Lessor and their agents to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for any other lawful purpose or purposes without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises thereby occasioned, provided that Lessor shall make reasonable efforts to give at least 24 hours' advance notice (except in emergencies), and shall avoid interfering with Lessee's use of the Premises to the extent reasonably practicable.

IX. MAINTENANCE AND REPAIRS

- A. **Lessee's Responsibilities.** Lessee shall, at its sole cost and expense, keep Areas I, II, III, and IV in good, neat, and sanitary order and condition, provided that

Lessee shall not be responsible for the actions of other parties using said Areas; provide daily “clean-up” following Lessee’s use of these Areas; make any repairs required due to Lessee’s negligent or intentional acts or omissions of Lessee, its agents, employees, servants, invitees, or guests; maintain all equipment and fixtures in good working order to the extent such maintenance is required due to Lessee’s use; and comply with all health department regulations and requirements, provided that Lessee will not be required to make any modifications or alterations to the Premises. Lessee hereby waives any and all rights to perform any maintenance or to make any repairs or replacements at the expense of Lessor, except as explicitly stated below in (B).

- B. **Lessor’s Responsibilities.** Lessor shall maintain, repair, and replace, as necessary: (a) the structural integrity of the building, roof, exterior walls, and major building systems, including, , the HVAC, electrical, plumbing, and fire/life safety systems and (b) all common areas, including without limitation, landscaping, parking lot, lighting, and walkways in a clean, safe, and good condition. Lessor shall also be responsible for ensuring that the building remains compliant with all applicable laws, unless the violation arises from Lessee’s specific use. In the event Lessor fails to maintain, repair, and/or replace the foregoing in a clean, safe, and good condition Lessee shall give Lessor written notice of needed repairs with reasonable specificity. If Lessor fails to commence and diligently pursue such repairs within thirty (30) days after receipt of written notice (or sooner in the event of an emergency), Lessee shall have the right, but not the obligation, to make the repairs and deduct the reasonable, documented costs from rent or seek reimbursement from Lessor. However, Lessee must first provide Lessor with a second written notice stating Lessee’s intent to exercise this remedy and allow Lessor a final period of ten (10) days to cure before proceeding.

X. ALTERATIONS

Lessee shall not make, or suffer to be made, any improvements, alternations, or additions to the demised Premises, or any part or parts thereof, without first submitting written plans and specifications for the same to Lessor for approval, and without written consent of Lessor being first had and obtained. Any improvements, alternations, or additions to the Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor.

In the event that during the term hereof any alternation, addition, change, or otherwise to the Premises, or any portion thereof, be required by any rule, regulation, or law, the same shall be made by Lessee at Lessee’s sole cost and expense.

XI. DAMAGE OR DESTRUCTION

In the event the Premises, or any part thereof, are damaged or destroyed during the term of this Lease from any cause or causes whatsoever, Lessor, at its option, may, at any time within ninety (90) days following the date of such damage or destruction, terminate this Lease by written notice to Lessee. In the event of such termination, rent shall be prorated as of the date of such damage or destruction. In the event Lessor elects not to terminate this Lease, Lessor shall forthwith commend and diligently prosecute to completion any and all repairs necessary to restore the same to the same condition as existed immediately, prior to any such damage or destruction, this Lease continues in full force and effect. Lessee shall be entitled to a proportionate reduction of rental while such repairs are being made, such proportionate reduction to be based on the extent to which the making of such repairs shall interfere with the use of the demised premises by Lessee.

XII. INDEMNIFICATION

Lessee shall defend, indemnify, and hold harmless the City of Hollister, its officers, employees, agents, and representatives from and against any and all claims, demands, losses, damages, costs, expenses, and liability (including reasonable attorney's fees) of every kind and description that arise from or relate to Lessee's use and occupancy of the Premises, including the operation of nutrition services and food service programs, activities of Lessee's employees, agents, contractors, volunteers, or program participants, any breach of this Lease by Lessee, or Lessee's failure to comply with applicable laws, regulations, or **Exhibit B** requirements. This indemnification shall also cover any claims that result from or are connected with any act, omission, negligence, or willful misconduct of Lessee, its officers, employees, agents, contractors, volunteers, or invitees, as well as personal injury, death, or property damage occurring on or about the Premises during Lessee's occupancy, except to the extent caused by City's sole negligence or willful misconduct.

In addition to the indemnity provided by Lessee above, Lessor shall defend, indemnify, and hold harmless Lessee, its officers, employees, agents, contractors, and volunteers from and against any and all third-party claims, demands, losses, damages, costs, expenses, and liability (including reasonable attorney's fees) that arise from or relate to structural defects or latent conditions existing in the Premises as of the Lease Commencement Date, Lessor's failure to maintain those building systems and components specifically designated as Lessor's responsibility under this Lease, any material breach of this Lease by Lessor that remains uncured after thirty (30) days' written notice, or the gross negligence or willful misconduct of Lessor, its officers, employees, agents, or contractors. This indemnification shall also cover personal injury, death, or property damage occurring on or about the Premises to the extent caused by the sole negligence, gross negligence, or willful misconduct of Lessor or its representatives. This indemnification shall not apply to the extent any claim, loss, or damage results from: (a) Lessee's breach of this Lease; (b) the negligence, gross negligence, or willful misconduct of Lessees or its

representatives; (c) Lessee's alterations to the Premises not approved by Lessor; or (d) normal wear and tear or conditions arising from Lessee's use of the Premises in accordance with this Lease.

XIII. ASSIGNMENT OR SUBLETTING

Lessee shall not assign this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the said Premises, or any portion thereof, without the written consent of Lessor first had and obtained, which consent shall not unreasonably be withheld, and a consent to one assignment, subletting, occupation, or use by another person shall not be deemed assignment, subletting, occupation, or use without such consent shall be void, and shall, at the option of Lessor, terminate this Lease.

XIV. POSSESSORY INTEREST TAX

Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.

XV. LIENS

Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

XVI. INSPECTION FEES AND CHARGES

Lessee shall, in addition to all other sums, pay all fees for permits, inspections, or examinations of the Premises, or any part thereof, or anything pertaining thereto, charged by any public authority having jurisdiction over the Premises.

XVII. INSURANCE

A. **Liability Insurance.** Lessee shall maintain comprehensive general liability insurance with minimum coverage of:

1. One Million Dollars (\$1,000,000) per occurrence
2. Two Million Dollars (\$2,000,000) aggregate
3. Five Hundred Dollars (\$500,000) for property damage

B. **Additional Requirements:**

1. City of Hollister shall be named as an additional insured
2. Certificate of insurance shall be provided to Lessor within ten (10) days of lease execution

3. Lessee is required to provide thirty (30) day notice of cancellation to Lessor
 4. Insurance must remain in force throughout Lease term
- C. **Property Insurance.** Lessee shall maintain insurance on its personal property and shall waive subrogation rights against Lessor.
- D. **Insurance Hazards.** No use shall be, or permitted to be, made of the Premises nor act done, which will increase the fire insurance rates for the Premises, or cause cancellation of any fire insurance policy covering the Premises, or any part thereof, nor shall Lessee permit to be kept or used in or about the Premises any article which may be prohibited by a standard form of fire insurance policy. Lessee shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises of any insurance organization or company necessary for the maintenance of reasonable fire insurance premium rates.

XVIII. WAIVER OF INSURER'S SUBROGATION RIGHTS

Lessor and Lessee each hereby release the other from any and all liability for loss or damage insured under all policies of insurance, now or hereafter during the term hereof existing and purchased by either or both insuring or covering the Premises or any portion thereof and/or Lessee's operations in the Premises, and hereby waive all rights of subrogation which the insurer under said policies might otherwise, if at all, have as against the other hereto.

XIX. COMPLIANCE WITH LAWS

Lessee shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, health department regulations, fire safety codes, Americans with Disabilities Act, food service licensing requirements, and all requirements related to senior services programs. Lessor shall be responsible for ensuring that the Premises (excluding Lessee's alterations or operations) comply with all applicable building, structural, fire, and life safety codes, accessibility laws including the ADA, and any other legal requirements that pertain to the condition, maintenance, or design of the building or common areas. Notwithstanding anything contained in this Lease to the contrary, Lessee shall not be responsible for capital improvements required to bring the Premises into compliance with accessibility or code requirements unless directly caused by Lessee's specific alterations or use at the Premises.

XX. DEFAULT AND REMEDIES

- A. **Events of Default.** The following shall constitute events of default by Lessee:

1. Failure to pay rent when due (after ten (10) day cure period following notice from Lessor to Lessee)
2. Failure to maintain required insurance (after five (5) day cure period following notice from Lessor to Lessee)
3. Violation of use restrictions (after ten (10) day cure period following notice from Lessor to Lessee)
4. Breach of any other Lease provision (after thirty (30) day cure period following notice from Lessor to Lessee)

B. **Remedies.** Following the cure periods set forth above, in the event of any breach of this Lease by Lessee, Lessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises, such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee. Should Lessor elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or it may, from time to time, without terminating this Lease, re-let said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable, with the right to make alterations and repairs to said Premises. On each such reletting (a) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting and of such alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this Lease for the period of such re-letting, (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Premises for such period on such reletting; or (b) at the option of Lessor, rents received by the Lessor from such reletting shall be applied; first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such re-letting under option (a) and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such re-letting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Premises by Lessor shall be construed

as an election on their part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy that it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

Notwithstanding anything to the contrary herein, Lessor shall use commercially reasonable efforts to mitigate its damages in the event of any breach or default by Lessee, including by making reasonable efforts to re-let the Premises on terms that are commercially reasonable under the circumstances. Any amounts received by Lessor from such re-letting shall be applied in accordance with applicable law to reduce the damages recoverable from Lessee. Lessee shall not be liable for any rent or other amounts that could reasonably have been avoided by such mitigation efforts.

XXI. NOTICES

All notices shall be in writing and served either personally or by certified mail to:

Lessor: City Manager, City of Hollister, 375 Fifth Street, Hollister, CA 95023

Lessee: Martha's Kitchen, 311 Willow Street, San Jose, CA 95110

XXII. AMENDMENTS

This Lease may be amended, modified, or supplemented only by written agreement signed by both Parties. The City Manager is authorized to execute amendments to this Lease on behalf of the City.

XXIII. GENERAL PROVISIONS

- A. **Entire Agreement.** This Lease constitutes the entire agreement between the Parties and may only be modified in writing signed by both Parties.
- B. **Binding Effect.** This Lease shall bind the heirs, successors, and assigns of both Parties.

- C. **Governing Law.** This Lease shall be governed by California law.
- D. **Attorney's Fees.** In any legal action arising from this Lease, the prevailing Party shall be entitled to reasonable attorney fees.
- E. **Time is of the Essence.** Time is of the essence for all provisions of this Lease.
- F. **Severability.** If any provision is deemed invalid, the remainder of the Lease shall remain in effect.
- G. **Quiet Enjoyment.** So long as Lessee is not in default, Lessee shall have quiet enjoyment and peaceful possession of the Premises, subject to the terms of this Lease.

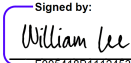
IN WITNESS WHEREOF, the Parties have executed this Lease on the date first written below.

CITY OF HOLLISTER

By: _____
Mayor Roxanne Stephens

Date: _____

MARTHA'S KITCHEN

By:  _____
William Lee

Date: 6/12/2025 | 4:36:02 PM PDT

EXHIBIT A
COMMUNITY CENTER FLOOR PLAN

This lease is for the room titled “Martha’s Kitchen” only.

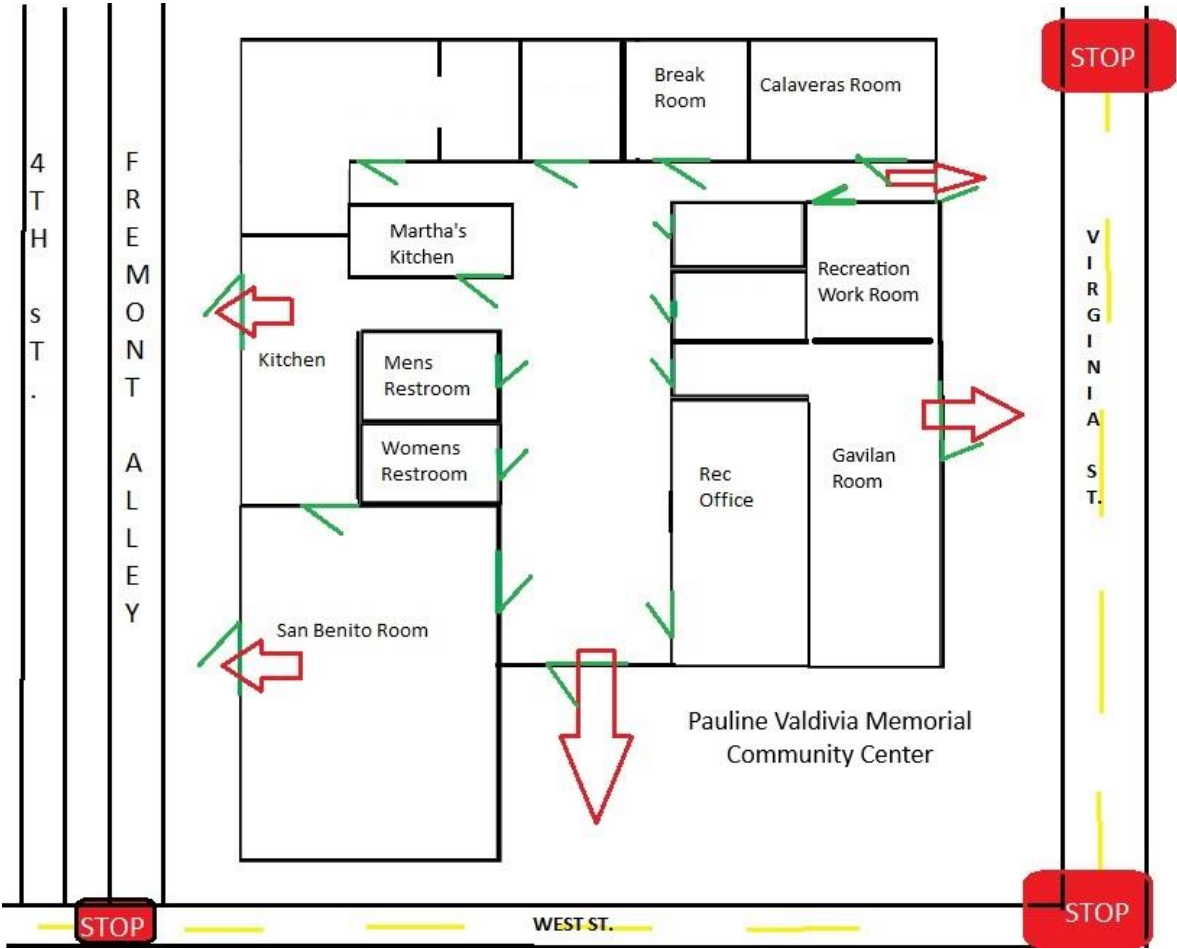


EXHIBIT B

SCOPE OF WORK AND ASSURANCE FOR TITLE IIC NUTRITION SERVICES

EXHIBIT C

INVENTORY OF CITY-OWNED PROPERTY

- 12 rectangular tables for dining
- 12 round tables for dining
- 150 chairs for dining
- Built in kitchen equipment
- 1 refrigerator
- 1 kitchen desk
- 1 filing cabinet in kitchen
- 1 rectangular conference table
- 18 conference room chairs
- 10 computers in conference room
- 2 office desks
- 2 office cabinets

Certificate Of Completion

| | |
|---|--------------------------------|
| Envelope Id: 15E6DFFB-CCA3-4075-A456-C46C36841546 | Status: Sent |
| Subject: Complete with Docusign: Martha's Kitchen Lease Agreement FINAL 061025 (006).docx | |
| Source Envelope: | |
| Document Pages: 15 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Monica Becker |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 375 Fifth Street |
| | Hollister, CA 95023 |
| | monica.becker@hollister.ca.gov |
| | IP Address: 12.206.237.242 |

Record Tracking

| | | |
|--------------------------------------|--------------------------------|--------------------|
| Status: Original | Holder: Monica Becker | Location: DocuSign |
| 6/11/2025 3:38:00 PM | monica.becker@hollister.ca.gov | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: City of Hollister | Location: Docusign |

Signer Events

| Signature | Timestamp |
|--|----------------------------|
| Roxanne Stephens | Sent: 6/11/2025 3:50:05 PM |
| rstephens.mayor@hollister.ca.gov | |
| Security Level: Email, Account Authentication (None) | |

Electronic Record and Signature Disclosure:

Accepted: 4/16/2025 11:44:05 AM
ID: 383b40fc-1de9-4ac5-94fd-cdeea206fdb

William Lee
bill@marthas-kitchen.org
Security Level: Email, Account Authentication (None)

Signed by:

F005418B1112453...

Sent: 6/11/2025 3:50:04 PM
Viewed: 6/11/2025 9:37:03 PM
Signed: 6/12/2025 4:36:02 PM

Signature Adoption: Pre-selected Style
Using IP Address:
2600:8800:6088:4b00:15e6:6e81:7dee:5ea6

Electronic Record and Signature Disclosure:

Accepted: 6/11/2025 9:37:03 PM
ID: c76744e6-5173-4a02-8660-432c937767a0

In Person Signer Events

| Signature | Timestamp |
|-----------|-----------|
|-----------|-----------|

Editor Delivery Events

| Status | Timestamp |
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Agent Delivery Events

| Status | Timestamp |
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|--------|-----------|

Intermediary Delivery Events

| Status | Timestamp |
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Certified Delivery Events

| Status | Timestamp |
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Carbon Copy Events

| Status | Timestamp |
|--------|-----------|
|--------|-----------|

Charles Wall
charles.wall@hollister.ca.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/11/2025 3:50:04 PM
Viewed: 6/11/2025 4:16:23 PM

Electronic Record and Signature Disclosure:

Accepted: 8/16/2024 8:00:10 AM
ID: e462c078-1a5d-43fb-adb0-1032f3ca096c

| Carbon Copy Events | Status | Timestamp |
|---|-------------------|----------------------------|
| Monica Becker monica.becker@hollister.ca.gov Security Level: Email, Account Authentication (None) | <div>COPIED</div> | Sent: 6/11/2025 3:50:04 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 6/11/2025 3:50:05 PM |
| Certified Delivered | Security Checked | 6/11/2025 9:37:03 PM |
| Signing Complete | Security Checked | 6/12/2025 4:36:02 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Hollister (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Hollister:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: coh.cityclerk@hollister.ca.gov

To advise City of Hollister of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at coh.cityclerk@hollister.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Hollister

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to coh.cityclerk@hollister.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Hollister

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to coh.cityclerk@hollister.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Hollister as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Hollister during the course of your relationship with City of Hollister.