

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 11th day of Sept. 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Two Fayre Ladies, a California General Partnership, located at 3936 Rollins Way, Antelope, CA 95843, hereinafter referred to as "CONTRACTOR."

WITNESSETH

WHEREAS, the CONTRACTOR desires to conduct a two-day Renaissance Fair Event ("Event") at COUNTY's Kearney Park in the years 2018, 2019, 2020, 2021 and 2022; and

WHEREAS, the Event is generally held the weekend following the first complete week in November; and

WHEREAS, the COUNTY desires to make Kearney Park available to the CONTRACTOR for the Event under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. TERM

The initial term of this Agreement shall begin on the Effective Date and shall end December 15, 2020, unless terminated earlier pursuant to Section 9. TERMINATION ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for no more than two (2) additional one-year terms (each a "Renewal Term"). As to COUNTY, the Director of Public Works and Planning shall be authorized to provide notice of non-renewal or termination of this Agreement.

2. PERMISSION TO USE:

Subject to the terms and conditions of this Agreement, the CONTRACTOR shall be entitled to

1 exclusive use of Kearney Park (the "Property") to conduct a two-day Event each year, provided that the
2 Property, at all times during the Event, shall be open to all members of the public subject to the same
3 terms and conditions of persons who are invited by, or otherwise allowed by CONTRACTOR to attend
4 or participate in the Event. For purposes of this Agreement, the use of the Kearney Park Mansion
5 Complex is excluded. In conjunction with this Event, CONTRACTOR shall be solely responsible for
6 providing all adequate and appropriate staffing, equipment, and supplies to set-up, operate, break down,
7 clean-up (both during the Event and upon its conclusion) and administratively coordinate the Event.
8 CONTRACTOR shall be the responsible sponsor of the Event but may enlist the assistance of or
9 contract with other sponsors for the Event, provided that CONTRACTOR shall always be responsible for
10 all of its obligations under this Agreement.
11

12 In 2018, the Event shall occur on November 10th and 11th. Event dates in 2019, 2020, 2021 and
13 2022 shall be mutually agreed upon by COUNTY and CONTRACTOR, however, the Event is generally
14 held the weekend following the first complete week in November. COUNTY is not responsible if
15 inclement weather affects or otherwise prevents CONTRACTOR from holding the Event on any
16 mutually agreed to dates.

17 CONTRACTOR represents that it anticipates an attendance of approximately 4,000 persons at
18 the Event.
19

20 3. COMPENSATION:

21 A. CONTRACTOR shall make the following payments, in full, to the COUNTY prior to
22 each annual Event.
23

24 (i) Three Thousand Two Hundred Seventy Dollars (\$3,270.00) per day for use of
25 the Property for the Event, which sum is not refundable; and

26 (ii) One Thousand Dollars (\$1,000.00) per day for a cleanup/ damage deposit
27 which is refundable, provided however, such deposit shall not be refunded to the
28

1 extent that the COUNTY incurs costs or expenses to clean up the Property, or
2 otherwise repair any damage to the Property, in connection with the Event. The
3 posting of such deposit shall neither substitute nor serve as any sort of limitation
4 on CONTRACTOR's obligations hereunder to clean up, repair, or otherwise
5 replace any damage to the Property caused in connection with the Event.
6

7 B. CONTRACTOR shall also make the following payments, in full, to the COUNTY no
8 later than thirty (30) days after the date of an invoice received from COUNTY.

9 (i) CONTRACTOR shall pay the COUNTY the standard vehicle entrance fee
10 ("VEF") of Five Dollars (\$5.00) per vehicle entering the Property each day
11 of the Event. CONTRACTOR shall use sequentially numbered tickets to
12 serve as the vehicle entry passes for the Event. COUNTY shall have the
13 right to verify the vehicle count during the Event, either by mechanical
14 means or by physical count, and it is hereby agreed that the accuracy of
15 COUNTY'S count shall not be disputed and shall be accepted as the final
16 and official count for the purpose of calculating the CONTRACTOR'S total
17 VEF payment (i.e., the total number of vehicles entering the Property
18 during the Event multiplied by the standard VEF charge of Five Dollars
19 (\$5.00) per vehicle).
20

21 (ii) CONTRACTOR will be allowed to create up to twenty-five (25) COUNTY-
22 approved, proprietary event staff vehicle identification markers for
23 placement in the upper right hand corner of the front windshield, to identify
24 its event staff vehicles, which will neither be charged the standard VEF nor
25 counted in calculating the CONTRACTOR'S total VEF payment to
26 COUNTY, provided that such event staff vehicles shall be required to use
27 the appropriate vehicle entrance gate which will be specified by COUNTY
28

1 in advance of each Event.

2 (iii) CONTRACTOR shall make such the total VEF payment to the COUNTY
3 within thirty (30) days of the date of an invoice from the COUNTY, and it is
4 expressly acknowledged that such obligation on the part of the
5 CONTRACTOR shall survive the termination or expiration of this
6 Agreement.
7

8 C. If CONTRACTOR fails to pay fully any of the foregoing amounts to COUNTY within
9 the time specified above, then:

10 (i) COUNTY shall have the sole right to immediately terminate this Agreement,
11 upon written notice thereof given by COUNTY's Director of the Department of
12 Public Works and Planning or his or her designee, to CONTRACTOR; and
13 COUNTY shall be entitled to retain all of such funds (if any) already paid by
14 CONTRACTOR, and CONTRACTOR shall remain liable to COUNTY for full
15 payment of any such additional amounts, and for any other damages caused to
16 COUNTY.
17

18 D. Payments by CONTRACTOR to COUNTY shall be made and delivered to: Fresno
19 County Parks, 2220 Tulare Street, 6th Floor, Fresno, CA 93721.
20

21 4. EVENT ENTRANCE FEE AUTHORIZATION:

22 CONTRACTOR shall not be prohibited from collecting an additional fee for entry (over and
23 above the standard VEF payable to the County under Section 3(B) for entry onto the Property during the
24 dates of the Event, and the amount of such additional fee is neither approved nor disapproved of by
25 COUNTY.
26

27 5. SECURITY, TRAFFIC CONTROL, PARKING, RUBBISH AND SANITARY FACILITIES:

28 A. CONTRACTOR shall be solely responsible for providing crowd control by making

adequate and appropriate arrangements for security to ensure the safety of all persons in and around the Property during the day of the Event. In this regard, CONTRACTOR shall, without any cost or expense to COUNTY, provide all necessary security and parking and traffic control on the day of the Event, sufficient, as determined by the Fresno County Sheriff's Office and the California Highway Patrol, to ensure the safety of all patrons, Event participants, invitees and members of the public and County staff who come onto the Property.

B. CONTRACTOR shall provide an adequate number of clean, portable toilets (stocked with appropriate paper supplies) and hand washing stations (stocked with appropriate paper supplies and soap) in the Event area, as determined by COUNTY's Resources Manager.

C. CONTRACTOR shall be responsible for providing, at its sole expense, adequate dumpsters for disposal of all refuse generated by the Event, and litter and debris control. CONTRACTOR shall also provide, at its own expense, any additional personnel, trash cans, equipment and supplies needed, over and above the COUNTY'S normal and customary operation for making the Property available to CONTRACTOR, in order to maintain the Property in a safe, clean, attractive and orderly condition during the Event. CONTRACTOR shall provide, at its sole expense, containers for recycling and shall dispose of recycled material at an approved recycling facility.

6. CONSTRUCTION OF FACILITIES, STRUCTURES, TENTS AND STANDS

A.. Upon pre-approval from COUNTY, and at CONTRACTOR's sole expense, CONTRACTOR shall be allowed to construct and maintain on the Property, during the Event, such temporary facilities and structures as are necessary for conducting the Event, including, but not limited to, fences, barriers, grandstands and signs, provided however, such temporary facilities and structures shall not cause any damage to the Property.

B. CONTRACTOR is hereby granted permission to erect tents, concession stands, or

1 both, during the Event, provided however, such temporary facilities and structures shall not cause any
2 damage to the Property.

3
4 C. All construction and installation, including electrical hook-ups, shall be made by
5 CONTRACTOR and at CONTRACTOR'S sole expense, and shall always be done in a good
6 workmanlike manner, with appropriate equipment, supplies and materials, by properly skilled personnel,
7 who shall have contractor's licenses for performing any of such work where contractor's licenses would
8 be required by building and construction codes and laws. CONTRACTOR shall obtain all necessary
9 building permits.

10 D. All structures, facilities, concession stands, tents and items provided by
11 CONTRACTOR shall be removed by CONTRACTOR at CONTRACTOR'S sole expense no later than
12 twenty-four (24) hours following the conclusion of the Event and CONTRACTOR shall fully restore the
13 Property to the condition as it existed prior to the Event.

14
15 7. MAINTENANCE OF, AND PAYMENT FOR DAMAGE TO PROPERTY:

16 COUNTY shall be responsible for making the Property available to CONTRACTOR
17 immediately prior to each Event in as clean, attractive and orderly a condition as would be normal for
18 COUNTY'S parks and recreation facilities that are of a similar type to the Property, provided, however,
19 COUNTY shall not have any obligation to continue to maintain or clean up the Property during the
20 Event, or provide any other services during the event.

21
22 For each annual Event, CONTRACTOR shall be liable for any and all theft of, and
23 damage and destruction to, any and all plants, shrubs, trees, turf, paved surfaces, irrigation systems,
24 equipment and structures and improvements located upon the Property, and improvements located
25 beneath the Property, caused by CONTRACTOR or its officers, employees, agents, sponsors, patrons,
26 Event participants, invitees and members of the public who come onto the Property, excluding
27 reasonable wear and tear. Additionally, CONTRACTOR shall be responsible for all cleanup of litter and
28 debris arising from each Event.

COUNTY shall inspect the Property for cleanup purposes no later than twenty-four (24) hours after the conclusion of an Event. COUNTY shall inspect the Property for theft, damage and destruction no later than seventy-two (72) hours after CONTRACTOR has removed all temporary structures, facilities, concession stands and tents referred to in Section 6 above. If, as a result of said inspections by COUNTY, any theft, damage or destruction, or litter or debris is found to exist, COUNTY shall remove any litter and debris and repair or replace any loss, damage or destruction, and the costs and expenses for such repairs or replacement, or cleanup first shall be deducted from the cleaning/damage deposit until exhausted. Any remaining amounts due shall then be billed to CONTRACTOR, who shall be fully responsible for paying all such amounts due. COUNTY shall determine its costs and expenses chargeable to CONTRACTOR by using COUNTY's actual cost and expenses of materials, supplies, goods, and labor, including COUNTY overhead, as applicable.

8. SALES:

A. Souvenirs and Apparel: CONTRACTOR shall have the right to sell official Event souvenirs and apparel at the Event and to retain one hundred percent (100%) of such revenue.

B. Food, Drinks and Merchandise: CONTRACTOR or its Concessionaire(s) may sell food, drinks and merchandise onsite and shall retain One Hundred Percent (100%) of such revenue. Alcohol sales shall be permitted at the Event, conditioned on compliance with all applicable laws and regulations, specifically including the responsibility of CONTRACTOR or its concessionaire(s) to obtain all necessary licenses for such sales as required by the Alcoholic Beverage Control Board.

C. Sales and Use Taxes and Other Taxes. CONTRACTOR shall be solely responsible for complying with any and all laws concerning the charging of collecting and paying to the appropriate governmental authorities all sales and use taxes and any other taxes and charges, in connection with the sales of any food, drinks (including, but not limited to alcoholic beverages), merchandise and other

1 goods in connection with the Event and the COUNTY shall not have any obligation in connection
2 herewith..

3 9. TERMINATION:
4

5 A. Breach of Contract: COUNTY may immediately suspend or terminate this Agreement
6 in whole or in part, upon the determination by COUNTY that there is on the part of the CONTRACTOR:

7 1) An illegal or improper use of funds;

8 2) A failure to comply with any term of this Agreement; or
9

10 3) A substantially incorrect or incomplete report or false information submitted to the
11 COUNTY.

12 In no event shall any receipt of any funds by the COUNTY constitute a waiver by the COUNTY of any
13 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR with
14 regard to any additional funds payable to COUNTY in connection with this Agreement. Neither shall
15 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
16 default for any additional funds owed by CONTRACTOR to COUNTY.
17

18 C. Without Cause: Under circumstances other than those set
19 forth above, this Agreement may be terminated by COUNTY or CONTRACTOR, by giving fifteen (15)
20 days advance written notice of an intention to terminate to the other party.
21

22 10. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with
23 any and all federal, state and local laws (including, but not limited to, the Fresno County Ordinance
24 Code), ordinances and regulations applicable to the work, activities, and sales covered by this
25 Agreement.
26

27 11. INDEPENDENT CONTRACTOR: In the conducting of the Event and the performance of the
28 work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually

1 understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers,
2 agents, and employees, will at all times be acting and performing as an independent contractor, and
3 shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
4 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise
5 or direct the manner or method by which CONTRACTOR shall perform its obligations under this
6 Agreement. However, COUNTY shall retain the right to administer this Agreement so as to verify that
7 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.
8 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
9 regulations, if any, of governmental authorities having jurisdiction over the subject matter.

11 Because of its status as an independent contractor, CONTRACTOR, including any and all of
12 the CONTRACTOR'S officers, agents and employees shall have absolutely no right to employment
13 rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and
14 responsible for providing to, or on behalf of, its employees all legally required employee benefits. In
15 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters
16 relating to payment of CONTRACTOR'S employees and agents, including, but not limited to,
17 compliance with Social Security withholding and all other regulations governing such matters.

18
19 12. MODIFICATION: Any matters of this Agreement may only be modified from time to time by
20 the written consent of all the parties without, in any way, affecting the remainder.

21 13. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor
22 their rights or duties under this Agreement without the prior written consent of the other party.

23
24 14. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
25 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
26 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
27 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
28 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including

attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

This Section 14 shall survive the termination of this Agreement.

15. INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Additional Requirements Relating to Insurance

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional

1 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
2 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
3 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
4 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
5 a minimum of thirty (30) days advance written notice given to COUNTY.

6 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
7 employees any amounts paid by the policy of worker's compensation insurance required by this
8 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
9 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
10 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

11 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
12 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
13 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will
14 administer this contract), stating that such insurance coverage have been obtained and are in full force; that
15 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
16 policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents
17 and employees, individually and collectively, as additional insured, but only insofar as the operations under
18 this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance
19 and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
20 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein;
21 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
22 written notice given to COUNTY.

23 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
24 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
25 Agreement upon the occurrence of such event.

26 All policies shall be issued by admitted insurers licensed to do business in the State of California,
27 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
28 FSC VII or better.

1 16. AUDITS AND INSPECTIONS:

2 CONTRACTOR shall at any time during business hours, and as often as the COUNTY may
3 deem necessary, make available to the COUNTY for examination all of its records and data with respect
4 to the matters covered in the Agreement. The CONTRACTOR shall, upon request by the COUNTY,
5 permit the COUNTY to audit and inspect all such records and data necessary to ensure
6 CONTRACTOR'S compliance with the terms of this Agreement.

7
8 If this Agreement exceeds ten thousand dollars (\$10,000), the CONTRACTOR shall be subject
9 to the examination and audit of the California State Auditor for a period of three (3) years after final
10 payment under the Agreement (Government Code Section 8546.7).

11 1. NOTICES: The persons and their addresses having authority to give and receive notices
12 under this Agreement include the following:

13 COUNTY

14 Director of the Department of
15 Public Works and Planning
2220 Tulare ST., STE 600
Fresno, CA 93721

CONTRACTOR

Raelynn DeBone, Principal
Two Fayre Ladies
3936 Rollins Way, Antelope, CA 95843
(916) 223-6725

16 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
17 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
18 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
19 personal service is effective upon service to the recipient. A notice delivered by first-class United States
20 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
21 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
22 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
23 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
24 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
25 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
26 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
27 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
28 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,

1 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
2 beginning with section 810).

3 2. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
4 only be in Fresno County, California.

5 The rights and obligations of the parties and all interpretation and performance of this Agreement
6 shall be governed in all respects by the laws of the State of California.

7 3. DISCLOSURE OF SELF-DEALING TRANSACTIONS

8 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
9 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
10 to operate as a corporation.

11 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
12 that they are a party to while CONTRACTOR is providing goods or performing services under this
13 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
14 and in which one or more of its directors has a material financial interest. Members of the Board of
15 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
16 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
17 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
18 immediately thereafter.

19 4. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
20 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
21 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
22 understanding of any nature whatsoever

23 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
24 first hereinabove written.

25 //

26 //

27 //

28 //

1 **CONTRACTOR**

2 *Raf DeB...*
3 (Authorized Signature)

4 Raelynn DeBune

5 Print Name & Title

6 6939 Rollins Way

7 Antelope, CA 95843

8 Mailing Address

9 Owner of Two
FAYRE LADIES

COUNTY OF FRESNO

Sal Quintero
Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

12 By: *Linda Cuyler*

Deputy

13 **FOR ACCOUNTING USE ONLY:**

14 ORG No.: 7910

15 Account No.:

16 Requisition No.:

Exhibit A

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	