

EMERGENCY MASTER OCCUPANCY AGREEMENT¹

EMERGENCY OCCUPANCY AGREEMENT COVERING
PREMISES LISTED ON EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF:

OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:
46-0648910

TENANT AGENCY:

File No:

EL-

Preamble

THIS EMERGENCY MASTER OCCUPANCY AGREEMENT (this "Agreement"), made and entered into this ____ day of April, 2020 by and between G6 Hospitality Property LLC, a Delaware limited liability company, with its principal place of business at 4001 International Parkway, Carrollton, Texas 75007, hereinafter called the "Owner", without distinction as to number or gender, and the County of _____, hereinafter called the "County". **This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20 (the "Executive Order"), in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety, and is in lieu of the County's exercise of its direct rights with respect the Premises (defined below) under applicable law and its inherent police powers (all of which rights are hereby reserved).** Owner or County may be referred to individually as "Party" or collectively as "Parties".

WITNESSETH

Description;
Use

1. The Owner hereby grants to the County the right to occupy certain guest rooms located within those certain premises, including all appurtenances thereto, situated in the State of California and specifically identified on Exhibit A attached hereto and incorporated herein, consisting, as of the date hereof, of ____ separate hotel or motel locations owned by Owner (individually and collectively, the "Premises"). Except as may be specifically set forth on Exhibit A with respect to individual Premises or as provided in Section 22 below, the Premises includes all guest rooms located in all buildings located thereon and shall include the right to use all appurtenances thereto, including all parking facilities serving each Premises and all easement providing ingress or egress to the Premises.

By mutual agreement of the Parties, all guestrooms in additional hotels or motels in the State of California may be added to this Agreement from time to time (individually and collectively, the "Additional Premises") by completing and executing the form attached hereto as

¹ NTD: Yellow highlighted sections identify language that may require further discussion between Owner and each County.

Exhibit B (a "Joinder"). Any such Additional Premises will be governed by the terms of this Agreement, together with the specific terms listed in the Joinder.

Owner acknowledges and understands that County intends to use the Premises in response to COVID-19, which may include housing persons who, among other things, may need to be isolated or quarantined because they are at risk of such infection, and/or those who have been diagnosed with COVID-19 only if such persons do not require hospitalization. County agrees that medical services will not be performed on the Premises under any circumstances, except for treatment of minor injuries, periodic medical screening and testing of occupants, and as is necessary to medically stabilize any person(s) prior to removing that person(s) from the Premises and transporting that person(s) to a hospital or other location. In order to ensure the health and safety of Owner's employees and to minimize the risk of transmission of the disease, if the Premises will be occupied by COVID-19 positive individuals, the County will provide medical personnel and provide their own operational staffing (e.g. housekeeping, maintenance, etc.) for the Premises. The County acknowledges and agrees that Owner's employees are not medical personnel and do not have the appropriate personal protective equipment to manage, assist with or interact with these individuals. Owner agrees that County may, but is not obligated to, make non-structural alterations to the Premises to accommodate County's use or uses thereof, provided that, County removes such alterations on or before the expiration or earlier termination of this Agreement. Owner further agrees that any equipment or other personal property installed or placed on a Premises by the County shall be and remain the property of the County, and County shall remove such property when vacating the Premises upon the expiration or earlier termination of this Agreement.

Term

2. The "Term" of this Agreement with respect to each of the Premises listed on Exhibit A as of the date of this Agreement ("Initial Premises") shall commence on [April __, 2020], and shall continue for sixty (60) days ("Initial Term") and will automatically continue thereafter from month-to-month, with such rights of termination as are hereinafter expressly set forth, provided that, such month-to-month continuation shall not extend beyond September 30, 2020. This Agreement may be further extended by mutual written agreement of the Parties. The Term of this Agreement with respect to any Additional Premises added to this Agreement pursuant to Section 1 shall be as specified in the Joinder adding such Additional Premises to this Agreement.

Early

Termination

3. Either Party may terminate this Agreement with respect to one or more of the individual Premises at any time by giving written notice to the other Party at least thirty (30) days prior to the date when such termination shall become effective, provided, however, that neither Party may send a termination notice for an individual Premises prior to the end of the initial sixty (60) days of the Term applicable to such individual Premises. Notwithstanding the foregoing, Owner may terminate this Agreement within the Initial Term upon written notice to County if Owner's lender demands such termination (which notice will include a copy of the lender's demand letter). Upon County's receipt of written notice of such a lender-forced termination, the following shall apply: (i) County and its occupants may remain in possession and occupancy of the Premises until such time that the County, using reasonable efforts, is able to secure sufficient alternative lodging for the County's occupants, (ii) during such continued occupancy, which shall not be considered a holdover provided that County complies with its payment obligations during this period, this Agreement shall remain in full force and effect (subject to the terms of these clauses (i) - (v)) and Owner and the County shall continue to perform their respective obligations under this Agreement, (iii) Owner will pay the County for the out-of-pocket costs incurred by the

County to relocate its occupants to such alternative lodging, and (iv) during such continued occupancy, County shall be relieved of and released from the fifty percent (50%) minimum occupancy guarantee set forth in Section 4 below.

Rent

4. Rental payments shall be paid by the County, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said Term as follows:

**THE DAILY ROOM RATE SHALL BE AND 00/100 DOLLARS (\$00)
DURING THE TERM OF THIS AGREEMENT.**

Owner shall provide a monthly invoice to the County at the address below based on each room occupied, multiplied by the -number of days actually occupied in that month, and then multiplied by the daily room rate. Notwithstanding the foregoing, the County will guarantee a minimum rent payment equal to fifty percent (50%) occupancy during the Term of this Agreement. Rental shall be paid to Owner at the address specified in Section 5 or to such other address as the Owner may designate by a notice in writing. Subject to the fifty percent (50%) minimum occupancy guaranty, any payment of rent or, if applicable, additional rent shall be limited to the actual number of rooms actually occupied by the County.

Invoices to State shall be sent to:

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Owner:

G6 Hospitality Property LLC
4001 International Parkway
Carrollton, Texas 75007
Attn: Real Estate Attorney

With a Copy to:

G6 Hospitality Property LLC
4001 International Parkway
Carrollton, Texas 75007
Attn: General Counsel

To the County:

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
STATE AGENCY AND PREMISES ADDRESS**

Rental warrants shall be made via ACH as identified below:

Bank of America

Routing #111000012

Acct #4427675302

G6 Hospitality Property LLC

[Property Number City, State] Occupancy Agreement

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces, in their current location and configuration, serving the Premises, shall, upon commencement of the Term, be unobstructed and completely accessible for County's use on a 24/7 basis, subject however, to any routine repair and maintenance obligations. There shall be no charge to the County, its occupants, contractors and employees, for use of any parking facilities serving the Premises.

Services, Utilities, and Supplies

7. Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions, including the following services to those areas of the Premises used or occupied by the County and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

1. Sewer, trash disposal, exterior landscaping and hardscape cleaning and maintenance and Premises trash removal services.
2. Potable water service, including both hot and cold water to the lavatories.
3. Elevator (if any) service.
4. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
5. Cleaning supplies, biodegradable bags, towels and sheets.
6. Subject to Section 1 of this Agreement, standard hotel housekeeping services as described below.
7. Cable television and internet service to all guest rooms used by the State.
8. Subject to Section 1 of this Agreement, equipment and facility operation, repair and maintenance services, including operators, to ensure that all basic systems and equipment continue to function.

Subject to Section 1 of this Agreement, and without limiting the foregoing terms of this Section 7, the Owner agrees, at all times during the Term, to engage housekeepers either directly or through a third-party staffing agency ("Housekeepers") to provide in-room housekeeping services to clean those rooms which become vacant and that have not been occupied by any person with a confirmed illness or symptoms of illness. With respect to such engagement of Housekeepers, Owner shall use commercially reasonable efforts to prioritize the employment or hiring of existing Premises staff, who are willing and able to perform the services of Housekeepers hereunder.

Housekeepers will also perform limited in-room housekeeping services every fourth day by cleaning only the hard, non-porous surfaces of bathrooms and rooms that are occupied by a

person with no confirmed illness or symptoms of illness, but only if the room is vacated during the period of time that the housekeeping services are performed. The linen and trash services for these and all other occupied rooms is provided for below.

Housekeepers will provide the linen and trash services (modified due to the COVID-19 pandemic) that Owner is currently providing at all its owned and operated motel locations, together with the following services:

1. Trash left in knotted trash bags outside the guestrooms will be emptied daily between pre-established hours.
2. Fresh towels and sheets will be provided to guestrooms every fourth day.
 - a. A biodegradable bag will be provided for guestrooms;
 - b. Guests shall bag all bedding and towels in such biodegradable bags for the laundry service provided by State Housekeepers; and
 - c. The biodegradable bag is to be placed outside of guestroom door by pre-established time.
3. Fresh towels and sheets will be placed outside of the door of each guestroom for pick-up by a pre-established time.
4. Guests will be responsible for making own beds and any other in-room cleaning other than provided above.

All housekeeping services, as well as linen/terry and laundry services shall be provided in accordance with any applicable, current health and safety protocols established by public health officials.

In the event of any failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost and, in addition to any other remedy available to the County, the County may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder; provided that the County provide Owner written notice and an opportunity to correct such failure prior to the County furnishing such service.

County will engage a third party to provide 24/7 security guard services and install security measures, such as locks or fencing, at the Premises during the Term of this Agreement. County shall reasonably determine the scope, location and configuration of such security measures in its reasonable discretion.

Repair and Maintenance

8. During the Term of this Agreement, the Owner shall maintain the Premises in good repair and tenantable condition, and otherwise in the condition as of the date hereof, normal wear and tear excepted. Without limiting the foregoing, County shall reimburse Owner for any out-of-pocket costs incurred to repair damage to the Premises caused by the County or its occupants that does not constitute reasonable wear and tear, on submission of appropriate documentation, including receipts. In addition, the County shall reimburse Owner for the out-of-pocket costs incurred by Owner for the replacement of any mattresses, bedding and towels that must be replaced due to a County occupant's use thereof that does not constitute reasonable wear and tear. All such reimbursements described in this Section 8 shall be made

to Owner within thirty (30) days of receipt of an invoice with appropriate documentation, including receipts, which Owner shall send the address listed in Section 5 (Notices).

Assignment

9. Neither the County nor Owner shall have the ability to assign this Agreement or any of the rights hereunder without the consent of the other; which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Owner shall have the ability to assign this Agreement, without the County's consent, if the Premises is or will be under a contract for sale to a third party and such third party assumes Owner's obligations hereunder. For the avoidance of doubt, mortgages and deeds of trust by Owner are not assignments under this Agreement.

Quiet Possession

10. The Owner agrees that the County, while keeping and performing the covenants herein contained to be performed by State, shall at all times during the existence of this Agreement, peaceably and quietly have, hold, and enjoy the Premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner subject to the terms and conditions of this Agreement.

Destruction

11. This Section 11, other than the County's right to terminate, shall be subject to Owner's obligations under its existing loan agreement. If the Premises are totally destroyed by fire or other casualty, this Agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the Premises unusable for the purpose intended, Owner shall effect restoration of the Premises as quickly as is reasonably possible, but in any event within thirty (30) days, subject to any delay caused by any events of Force Majeure (hereinafter defined) and to the extent not restorable within such thirty (30) days, within such time period as reasonably possibly as long as Owner is diligently pursuing same. "Force Majeure" shall mean acts of God, acts of war, acts of terrorism, pandemic (but excluding the ongoing COVID-19 pandemic), civil or military disturbance, nuclear or natural catastrophes, loss or malfunction of utilities service interruptions not caused by Owner, labor strikes, governmental actions, governmental restrictions, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, the revocation or denial of any license or permit necessary for the operations contemplated in this Agreement where such revocation or denial is not due to Owner's fault, increases in minimum wage or benefit requirements, or any other causes beyond the control of Owner, but specifically excluding any inability or failure to perform by any contractors, vendors, material suppliers, design professionals and other service providers, unless such inability or failure to perform shall be due to an industry-wide condition.

In the event such casualty shall render more than ten percent (10%) of the Premises unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this Agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this Agreement and any other Agreement between Owner and County.

In the event of any such destruction other than total, where the County has not terminated the Agreement as herein provided, or pursuant to the terms hereof has not elected to make the

repairs itself, Owner shall diligently prosecute the repair of said Premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), subject to any delay caused by any events of Force Majeure, and to the extent not restorable within such thirty (30) days, within such time period as reasonably possible as long as Owner is diligently pursuing same, the County shall have the option to terminate this Agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this Agreement and any other Agreement between Owner and County.

Subject to all applicable laws, orders, restrictions, and Owner's insurance policy requirements, and with no liability to Owner or its insurance policies, which County hereby expressly releases and waives from all liability thereunder with respect to County's exercise of its right described in this sentence, it is understood and agreed that the County or its agent has the right to enter the destroyed or partially destroyed Premises no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the Premises. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter the Premises.

Insurance

12. Owner maintains insurance coverages across its portfolio of properties in types and amounts customary for such properties and portfolio, and shall continue to maintain such insurance coverages at all times during the Term. The County is self-insured, as described in Section 19, and will be responsible for all claims that arise under Section 23 (Indemnification), as it relates to the County's express indemnification obligations therein, and for any claims that are not covered by Owner's insurance policies and, if and to the extent, caused by County's use of the Premises; in all instances, except to the extent that any such claim is the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities.

Prevailing Wage Provision

13. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. For Owner's operations at the Premises, Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. For Owner's operations at the Premises, Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing
wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. For Owner's operations at the Premises, Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. For Owner's operations at the Premises, Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. For Owner's operations at the Premises, prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

Fair Employment Practices

14. During the performance of this Agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County agency to implement such article.

Holding Over

15. In the event the County remains in possession of the Premises after the expiration of the Term with respect to a Premises, or any extension or renewal thereof, this Agreement shall be automatically extended on a month-to-month basis for such Premises terminable by either Party upon thirty (30) days' advance written notice, and otherwise subject to the terms and conditions herein specified, so far as applicable. Additional rent for any such holdover period shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the Premises following the effective date of termination. Subject to the County's fifty percent (50%) minimum occupancy guaranty described in Section 4, any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

Surrender of Possession

16. Upon termination or expiration of this Agreement, the County will peacefully surrender to the Owner the Premises free of all of County's personal property and broom clean, subject to reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements

or acts of God. The County shall return the Premises with all rooms vacant and no guests on premises. If County fails to remove any such item of personal property from the Premises on or before the expiration of this Agreement, and such failure continues for ten (10) days following County's receipt of written notice thereof, the County will reimburse Owner for the actual out-of-pocket costs to store or dispose of such items of personal property on submission of appropriate documentation, including receipts. In addition, notwithstanding that Owner will be providing housekeeping and maintenance services, the County shall professionally clean and disinfect those rooms within the Premises that were occupied by persons (i) confirmed to have been infected with COVID-19, (ii) who exhibited symptoms of COVID-19, or (iii) who were exposed to COVID-19 and quarantined as a result thereof. For the avoidance of doubt, the Parties acknowledge and agree that the costs outlined in this Section are not covered by either Party's insurance as outlined in this Agreement.

Time of Essence, Binding upon Successors

17. Time is of the essence of this Agreement, and the terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

18. It is mutually understood and agreed that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

County Insurance

19. Owner understands and agrees to the following:

In accordance with Government Code Section 11007.4, the County of California has elected to be self-insured for liability exposures. Under this form of insurance, the County and its employees acting in the course and scope of their employment are insured for tort liability arising out of official County business. All claims against the County of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code Section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The County of California has also elected to be insured for its motor vehicle liability exposures through the County Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by County employees for official County business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the County of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government

Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code Section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

Hazardous Substance; Laws

20. County and Owner, each on behalf of itself, agrees that it will comply with all applicable laws existing during the Term of this Agreement, including but not limited to those pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the Term of the Agreement in connection with contamination which pre-existed the County's obligations and occupancy under this Agreement or which were not caused by the County, Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between County and Owner for all efforts and expenses thereto. In the event a government order is issued naming Owner or the Owner incurs any liability during or after the Term of this Agreement in connection with contamination that was caused by County or its occupants, County shall hold harmless, indemnify, and defend Owner, in connection therewith and shall be solely responsible as between Owner and County for all efforts and expenses thereto.

Certain Owner Obligations

21. Owner shall, at its own cost and expense unless otherwise stated below, be responsible for the following:

1. Cancelling any reservations and refunding any advances to Owner's customers for use of the Premises during the Term; and not to accept or agree to any reservations for the Premises for periods covered by this Agreement. The County shall have no liability for any cancelled reservations or reservations made for periods covered by this Agreement.
2. Owner will be solely responsible for removing or covering any signage, trade names, or other identifying materials at the Premises. During the Term, County shall, at County's sole cost and expense, have the right to install any temporary signage at the Premises, and County shall remove such signage on or before the expiration or earlier termination of this Agreement.
3. If Owner has existing agreements with third parties for services at the Premises (e.g., utility services, TV, Internet or Cable service, etc.), Owner shall maintain such agreements in effect unless County requests that any of such services be cancelled or suspended. In the event County elects to have any such service cancelled or suspended, County and Owner shall reasonably cooperate with one another to take action, including the execution of mutually agreeable forms and instruments, necessary to effect such cancellation or suspension, provided that Owner does not incur any out-of-pocket costs in connection therewith.
4. Signing any applications for local permits that may be needed for County to use the Premises as contemplated by this Agreement, provided that, Owner does not incur any out-of-pocket costs in connection therewith. County shall be responsible for processing such applications with the applicable governmental agencies.

Access

22. The County shall have exclusive access, other than Owner or its employees or contractors, to and use of the Premises twenty-four (24) hours per day, seven (7) days per week except for the following: (1) any pool and pool area; and (2) the maintenance, mechanical, telephone and designated storage rooms; and (3) fitness or exercise rooms or equipment (individually and collectively, the "Excluded Areas"). In the event the Premises is intended to be occupied by COVID-19 positive individuals and, as a result thereof, the County provides medical personnel and its own staff at the Premises pursuant to Section 1 hereof, Owner's then onsite staff at the Premises shall be reduced to Owner's General Manager and Property Maintenance Person will be onsite daily, during the hours of _____, to assist with oversight of the property, performing routine maintenance on the property and its systems, and assisting with key card access to the rooms. The County will make a reasonable effort to limit the occupancy of each guest room within the Premises to no more than 2 persons. Notwithstanding the foregoing, Owner shall make available to County storage rooms or secure indoor areas for use by the County to store the County's personal property, equipment and materials used by the County at the Premises.

Indemnification

23. The County agrees to indemnify and hold harmless the Owner to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage or third party claims caused by the actions of the County or its employees, contractors or occupants in, on or about the Premises during the Term of this Agreement, except to the extent that any such damage or third party claims are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities.

Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County's occupancy of the Premises under and during the Term of this Agreement, except to the extent that any such damages or expenses suffered by County are the result of County's negligence or wrongful acts or the acts of any persons acting under or on behalf of the County.

Taxes

24. Owner is solely responsible for property taxes. The County is responsible for any applicable County or local taxes or similar fees assessed on a per room/per night basis.

Exclusive Use

Occupancy of Premises

25. Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the Term of the County's occupancy of the Premises.

26. Owner and County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the Premises. Owner and County also understand that neither has entered into any contract with the occupants of the hotel rooms related to the use of the Premises within the

meaning of California Civil Code section 1925. The occupants of the hotel rooms are not persons who hire any dwelling unit from Owner or County within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other County statutes, rules, or regulations or local government rules, regulations or ordinances, that confer tenancy rights on the occupants.

Subordination

27. County and Owner acknowledge and agree that this Agreement is for the rental of rooms within the Premises. However, if this Agreement is subsequently determined to be a lease, notwithstanding anything to the contrary contained in this Agreement, County agrees that this Agreement and its right hereunder are subordinate to any mortgage or deed of trust encumbering the Premises as of the date hereof and the County shall attorn to the lender or beneficiary thereunder or any purchaser at a sale by foreclosure or power of sale in connection therewith. Nothing in this Section 27, or any subordination, present or future, pursuant thereto, shall constitute or be deemed a waiver of the police powers of the County including, without limitation, those powers and rights set forth in the Executive Order.

Remedies

28. In the event of a breach by any Party of any term or provision of this Agreement, the other Party shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

FEDERAL PROVISIONS

Clean Air Act

29. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

30. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

31. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

32. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

33. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

34. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension Clause

35. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

36. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

37. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

38. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

39. Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any

person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By _____
Date _____

Procurement of Recovered Materials

40. In the performance of this Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

41. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

42. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

43. The following access to records requirements apply to this Agreement:

- i. The Owner agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent

to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the State and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Department of Homeland Security Seal, Logo, Flags

44. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

45. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

46. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

47. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

48. Intentionally deleted.

49. Intentionally deleted.

Waiver of Jury Trial

50. TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM

BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Miscellaneous

51. Owner and County each hereby acknowledge and agree:

- i. County is entering into this Agreement in an exercise of its police powers under the Executive Order.
- ii. Nothing in this Agreement shall constitute or be deemed a waiver of the police powers of the County including, without limitation, those powers and rights set forth in the Executive Order.

52. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original but such counterparts together shall constitute one and the same instrument.

53. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties shall be governed, construed and interpreted in accordance with the laws of the County of California, without giving effect to principles of conflicts of law. Each Party consents to the exclusive jurisdiction and venue of any County or Federal court sitting in California.

54. No term or condition of this Agreement shall be deemed to have been waived, except by an amendment in writing signed by the Party against whom enforcement of the waiver is sought. Any written waiver shall not be deemed a continuing wavier unless specifically County, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

55. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

56. If any portion of this Agreement is invalid, unenforceable or in conflict with any applicable federal, County or local law now in force or hereinafter enacted, such provision shall become inoperative, but all other provisions of the agreement shall remain in full force and effect so long as the remainder of this Agreement can be given its intended effect, and to such extent, the provisions of this Agreement are deemed severable.

57. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees incurred in such suit.

58. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

[Signature Page Follow]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the dates written below:

COUNTY:

By _____,

Date

OWNER:

**G6 HOSPITALITY PROPERTY LLC,
a Delaware limited liability company**

By:
Name: Rob Palleschi
Title: CEO
Date

EXHIBIT A

PREMISES (AND COMMENCEMENT DATE WHERE APPLICABLE)

Facility Name (# of rooms)	City and County	APN(s)	Owner of Record	Site Manager Contact Information	Special Co Provi

EXHIBIT B

FORM OF JOINDER

The County and [Owner] hereby add the Premises described below to that certain Emergency Master Occupancy Agreement dated April ___, 2020, by and between G6 Hospitality Property LLC, a Delaware limited liability company, as Owner, and the County, on all of the terms thereof other than as specified in this Joinder.

Facility Name (# of rooms)	Street Address	City and County	APN(s)	Owner of Record	Site Manager Contact Information	Commencement Date and Term	Sp or P

[Signature Page Follows]

IN WITNESS WHEREOF, this Joinder has been executed by the parties hereto as of the dates written below:

COUNTY:

By _____, Real Estate Officer

Date

OWNER:

**G6 HOSPITALITY PROPERTY LLC,
a Delaware limited liability company**

By:

Name: Rob Palleschi

Title: CEO

Date: _____