

REQUEST FOR PROPOSALS
FOR
Asilomar State Beach and Conference Grounds
Pacific Grove, California



Opening Date
May 20, 2008

Closing Date
August 26, 2008

STATE OF CALIFORNIA – RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS, RESERVATION AND FEES DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814





Asilomar Conference Grounds RFP

Asilomar State Beach and Conference Grounds

NOTICE OF REQUEST FOR PROPOSALS

The goal of this RFP is to award a twenty (20) year contract to a qualified entity to develop, manage, and maintain high-quality conference grounds offering lodging and conference facilities pursuant to Public Resources Code Section 5080.25.

Notice is hereby given that the California Department of Parks and Recreation now is accepting proposals for the concession operation described below.

Concession Name:	Asilomar Conference Grounds
Park Unit:	Asilomar State Beach and Conference Grounds
Proposal Closing Time & Date:	2 p.m. on August 26, 2008
Proposal Submission Location:	Concessions, Reservations, and Fees Division 1416 Ninth Street, #1442-13 Sacramento, California 95814
Contract Term:	Twenty (20) years
Minimum Annual Rent Bid:	One million five hundred thousand dollars (\$1,500,000) or eight percent (8%) of gross receipts, whichever is greater
Additional Fees:	\$200,000 per year for Programs Support Account increased by 2.5% annually; and \$500,000 per year for State Operational Support Cost increased by 5% annually
Facility Improvement Account	Two percent (2%) of gross receipts
State's Accessibility Plan	Fifteen million (\$15,000,000) construction
Proposal Bond	Twenty Thousand Dollars (\$20,000)
Performance Bond	One year's minimum rent as bid
Proposer's Minimum Years of Relevant Experience:	Ten (10) years
Mandatory Pre-Proposal Meeting	June 3, 2008, 10:00 a.m.

For more information or to purchase a copy of the complete RFP for \$75.00, contact Jim Pine or Teresa Montijo at the Concessions, Reservations, and Fees Division, 916-653-7733, or visit the website at www.parks.ca.gov/concessions to download a complimentary copy of the RFP.


 Ruth Coleman, Director

TABLE OF CONTENTS

SECTION 1 - PROJECT SUMMARY	1
1.1 GOAL & OBJECTIVES	1
<i>Department Mission</i>	<i>1</i>
<i>Park's Declaration of Purpose.....</i>	<i>1</i>
<i>Goal of this Request for Proposals (RFP).....</i>	<i>1</i>
<i>Objectives of this Concession</i>	<i>1</i>
1.2 GENERAL INFORMATION.....	2
<i>Site Description</i>	<i>2</i>
<i>Current Concession Operation.....</i>	<i>2</i>
<i>Future Site Plans.....</i>	<i>4</i>
1.3 CONTRACT SUMMARY.....	5
SECTION 2 - THE RFP PROCESS	7
2.1 PROPOSAL PROCESS.....	7
<i>Tentative Proposal Dates.....</i>	<i>7</i>
<i>Mandatory Pre-Proposal Meeting.....</i>	<i>7</i>
<i>RFP Content Questions</i>	<i>7</i>
<i>Proposal Bond.....</i>	<i>8</i>
<i>Proposal Submission</i>	<i>8</i>
<i>Proposal Format & Content.....</i>	<i>8</i>
<i>Confidentiality of Proposals.....</i>	<i>9</i>
<i>Withdrawal of Proposals</i>	<i>9</i>
2.2 EVALUATION PROCESS.....	9
<i>Verification of Proposal Information</i>	<i>9</i>
<i>State's Right to Reject Proposals, Waive Defects and Requirements.....</i>	<i>9</i>
<i>Supplemental Information</i>	<i>10</i>
<i>Proposal Evaluation</i>	<i>10</i>
<i>Contract Award Board.....</i>	<i>10</i>
<i>Contract Award</i>	<i>10</i>
<i>Protest of Award.....</i>	<i>10</i>
2.3 CONTRACT EXECUTION	11
<i>Preparation of Contract.....</i>	<i>11</i>
<i>Performance Bond and Insurance.....</i>	<i>11</i>
<i>Failure to Sign/Deliver Contract</i>	
<i>Return of Proposer's Bond.....</i>	<i>12</i>
SECTION 3 - THE PROPOSAL.....	13
3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL.....	13
I. PROPOSER INFORMATION.....	13
II. PROPOSAL INFORMATION	16
III. PROPOSAL SUMMARY	22
IV. CERTIFICATION OF PROPOSER INFORMATION.....	22
V. PRIVACY NOTICE.....	22
3.2 PROPOSAL EVALUATION CRITERIA.....	23
3.3 PROPOSAL EVALUATION SHEET.....	25
3.4 CONCESSION PROPOSAL, DPR 398.....	27
SECTION 4- SAMPLE CONTRACT	45

SECTION 1 - PROJECT SUMMARY

1.1 GOAL & OBJECTIVES

Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Park's Declaration of Purpose

Asilomar State Beach and Conference Grounds was established to protect and perpetuate and to make available to the people of California, the spectacularly beautiful coastline, dunes, and coastal forests of the Monterey Peninsula; the architecture of Julia Morgan and the associated landscape design, both within and outside of the historic grounds; and the social history of the original development of Asilomar and its continuation in the conference grounds theme and function.

Goal of this Request for Proposals (RFP)

The goal of this RFP is to award a twenty (20) year contract to a qualified entity to develop, manage, and maintain high-quality conference grounds offering lodging and conference facilities; fund and manage resource preservation, conservation, interpretation and educational programs; and support park operations in accordance with the vision statement in the General Plan.

Objectives of this Concession

The objectives of this concession opportunity are:

- Develop, equip as necessary, manage, and maintain high-quality, reasonably priced lodging and conference facilities and services to the public;
- Maintain and complement the park's historic integrity and fabric as a rustic retreat;
- Fund and manage implementation of the State's Accessibility Plan for the park;
- Fund at State's direction a variety of programs, including natural, cultural, interpretation and education programs;
- Fund and manage on-going facility development and maintenance projects;
- Promote and complement safe, enjoyable, and high-quality recreational experiences for all park users;
- Comply with the requirements of the Healthy Foods Initiative to the extent possible, in part by providing healthy, locally grown, and sustainably harvested foods to park visitors;
- Maintain, protect and preserve the natural and cultural resources and the overall integrity of the National Historic Landmark (NHL) property.

1.2 GENERAL INFORMATION

Site Description

The Asilomar Conference Grounds began in 1913 as a camp and conference site for the YWCA. Many of its historic arts and crafts-style buildings were designed by California architect Julia Morgan and are registered, along with the historic grounds, as a National Historic Landmark. The grounds are available to park visitors for conferences and/or overnight accommodations. Many conference groups, large and small, with interests in academics, crafts, dance, or other specialties use the facilities year after year. The California State Parks training facility -- William Penn Mott, Jr. Training Center -- is located on the conference grounds.

The facility has been owned by the State of California since 1956. It is operated by a concessionaire that oversees 313 guest rooms located in 30 buildings in a campus layout; a dining hall offering three meals a day in a fixed menu format; a small gift shop; and a complex of meeting and conference rooms.

“Asilomar”, a contraction of the Spanish word for “refuge by the sea”, has always served as a retreat or refuge to escape the pressure of the increasingly complex world. The traditional arts and crafts, rustic character of the facilities provides park visitors with a simple comfortable atmosphere. In keeping with this atmosphere, there are no telephones or televisions in most of the 313 guest rooms.

For a detailed description of the park including its past, present, and future, please see the Asilomar General Plan and Environmental Impact Report available on our website at www.parks.ca.gov/concessions.

Current Concession Operation

Asilomar is currently being operated under a concession contract with Delaware North Park Services, Inc. This Ten (10) year contract began June 1, 1997 and expired May 31, 2007. The minimum annual rent is \$1,000,000 or 8.61% of all annual gross receipts up to base level of \$14,930,000, plus 25% of all annual gross receipts in excess of base level as adjusted by CPI, in accordance with the contract terms.

The gross sales and rent for the last five fiscal years as reported by the current concessionaire are as follows:

Asilomar Sales & Rents Paid History - By Fiscal Year

(As reported by the current Concessionaire)

<u>Gross Sales Reported:</u>	2002/03	2003/04	2004/05	2005/06	2006/07
Conference Sales	\$1,440,813	\$1,326,235	\$1,673,352	\$1,798,453	\$1,945,581
Food	\$5,946,915	\$5,832,763	\$6,212,964	\$6,405,428	\$6,789,038
Beverage (inc. Beer/Wine/Soft Drinks)	\$287,173	\$299,253	\$309,391	\$346,109	\$346,984
Lodging	\$8,953,636	\$9,084,493	\$9,735,303	\$9,931,060	\$10,670,519
Retail	\$607,682	\$614,677	\$622,392	\$715,706	\$719,501
Miscellaneous	\$377,129	\$443,242	\$405,917	\$421,526	\$640,293
GROSS SALES TOTAL:	\$17,613,348	\$17,600,663	\$18,959,319	\$19,618,282	\$21,111,916
RENT PAID TO STATE	\$1,501,748	\$1,493,140	\$1,617,347	\$1,774,284	\$2,088,419
Average Annual Occupancy Rate:	79.54%	82.35%	83.77%	86.69%	88.26%

NOTE: The preceding is for general information only; the State does not guarantee its accuracy. It is recommended that proposers personally investigate the premises and park environs.

Future Site Plans

The successful proposer will be required to fund and manage implementation of the remainder of the State's Accessibility Plan for Asilomar Conference Grounds. The successful proposer will be required to expend a minimum of \$15 million to complete such improvements as soon as possible without a significant impact to visitor services or rent to the State.

1.3 CONTRACT SUMMARY

It is critical that proposers be familiar with and fully understand all the terms and conditions of the Sample Contract (included herein). Your proposal should be based on the requirements of this contract in its entirety. If a proposer is awarded the contract, the successful proposer has 30 days to review and sign the awarded contract. The successful proposer shall be expected to accept the provisions of the Sample Concession Contract as written. If necessary, minor clarifications, approved by staff counsel, the Department of General Services, and the Attorney General, may be made prior to contract execution.

The intent of the contract is to provide the public with high-quality, reasonably priced goods and services in an authentic manner and atmosphere that enhances the visitor's experience; and preserves and retains the educational, natural, and cultural resources of the park. The term of the contract is for a period of twenty (20) years.

Summary descriptions of some of the important contract provisions are described below.

At a minimum, the successful proposer will be required to:

1. Pay as Annual Rent the amount presented in the proposal, which, at a minimum, shall be the greater of one million five hundred thousand dollars (\$1,500,000) or eight percent (8%) of Gross Sales.
2. Fund and manage implementation of the State's Accessibility Plan. Contribute fifteen million dollars (\$15,000,000) for the implementation of the State's Accessibility Plan as summarized in Exhibit G of the Sample Contract. The accessibility improvements must be completed in the shortest period of time without a significant impact to visitor services and rent to the State.
3. Allocate and expend at State's direction a total of two hundred thousand dollars (\$200,000) per year, increased annually at a rate of 2.5%, for the State's Programs Support as follows:
 - one hundred twenty thousand dollars (\$120,000) or sixty percent (60%) per year for natural resource management program as described in Paragraph 8 of the Sample Contract;
 - fifty thousand dollars (\$50,000) or twenty-five percent (25%) per year for cultural resource management program as described in Paragraph 9 of the Sample Contract;
 - thirty thousand dollars (\$30,000) or fifteen percent (15%) towards interpretation and education programs as described in Paragraph 10 of the Sample Contract.
4. Pay to the State five hundred thousand dollars (\$500,000) per year, increased annually at a rate of 5%, to offset State's operational and staffing costs. These funds will be distributed to the State in 12 monthly payments.

5. Maintain the premises, facilities, furnishings, and equipment in good condition in accordance with the Secretary of the Interior's standards for the treatment of historic properties (SOI Standards), State standards and contract provisions. Commit an amount equal to two percent (2%) of gross receipts annually for facility improvements as described in Paragraph 11 of the Sample Contract.
6. As requested by the State on an annual basis, provide lodging and meals at reasonable rates for the Department training participants. If provided, the Department may encumber one million two hundred thousand dollars (\$1,200,000) each fiscal year for payment of these costs to the concessionaire.
7. Provide an Operation Plan, Facility Plan, and Interpretive Plan as specified in Proposal Instructions that clearly demonstrates the proposer's plan to provide fully accessible services and facilities that comply with ADA guidelines. The plans will become part of the contract subject to State's review and approval.
8. Provide a continuing Performance Bond in the amount of one year's current minimum rent.
9. Pay for all taxes applicable to the operation of the concession, including possessory interest taxes, and all utility services as required by the contract.
10. Provide liability and fire insurance as required by the contract.
11. Obtain all necessary licenses, permits, and approvals as set forth in the contract and abide by all applicable health, safety, and environmental codes and regulations.
12. Comply with the letter and spirit of current and subsequent guidelines or plans, including General Plan amendments or updates, management and interpretive plans, historic structure reports, cultural landscape reports, and others.
13. Demonstrate compliance with labor laws as specified in the RFP.

The successful proposer will not:

1. Provide or sell items or services considered inappropriate, deemed objectionable, or denied by the State.
2. Charge prices in excess of those approved by the State.
3. Promote or participate in activities that are incompatible with the rules, regulations, guidelines, or the mission of the Department.

Note: This contract summary is for general information only. Terms and conditions are set forth in detail in the Sample Concession Contract.

SECTION 2 - THE RFP PROCESS

2.1 PROPOSAL PROCESS

Tentative Proposal Dates

May 20, 2008	Opening Date - Publication of the RFP
June 3, 2008	Mandatory Pre-Proposal Meeting
June 13, 2008	Questions - Last date for proposers to submit written questions
June 26, 2008	Answers - DPR written responses to questions
August 26, 2008	Closing Date - Deadline for proposal submission
September 2008.....	Investigation and evaluation of Proposals
October 2008	Notification of "Intent to Award Contract"
December 2008.....	Award, preparation, and execution of contract
January 1, 2009	Twenty (20) years contract begins

Note: This schedule does not consider unforeseen factors that could impact the timing of the project. It is the intent of the State to keep proposers apprised of changes in the schedule as they occur. Should the award of the contract be protested, additional time will be required to resolve the matter.

Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting and site tour will be conducted at 10 a.m. on June 3, 2008, at the Social Hall, Asilomar Conference Grounds, 800 Asilomar Avenue, Pacific Grove, California 93950. Failure to attend the entire meeting will cause your proposal to be rejected. There will be no exceptions to this requirement. Proposers must contact Michael Ferry at (831) 646-6441 or Mat Fuzie at (831) 649-2836 by May 30, 2008 to reserve space at the meeting.

The meeting provides an equitable forum for all proposers to:

- Meet local Department staff;
- Learn about the RFP process, including procedures for questions and answers, proposal submission, and contract award;
- Inspect the concession site and receive information on the park and facility history and Department plans for the park and the concession;
- Review the RFP document.

RFP Content Questions

Questions regarding this RFP must be submitted in writing to the Department via dated e-mail or postmark no later than 5 p.m. on June 13, 2008. To ensure fair competition in which all proposers receive the same information and materials, no telephone or personal inquiries about this RFP will be answered. Questions must be submitted in

writing to the Department by mail, electronic mail or fax at the address and phone numbers listed below. A written compilation of all questions and answers, and any RFP addenda, will be sent by first-class mail to all identified potential proposers. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

Proposers should send their questions addressed to:

California Department of Parks and Recreation
Concessions, Reservations, and Fees Division
1416 Ninth Street, Room 1442-13
Sacramento, California 95814
Attn: **Jim Pine**
E-Mail: jpine@parks.ca.gov
Fax: 916-657-1856

Proposal Bond

Proposals must be accompanied by a Proposal Bond or cashier's check payable to the State of California, Department of Parks and Recreation, in the amount of twenty thousand dollars (\$20,000). By submitting a proposal bond the proposer agrees that the bond may be cashed and retained by the State. If a cashier's check is submitted it will be cashed by the State. In the event the proposer fails to execute the contract the bond or the cashier's check will be retained by the State.

Further, by submitting a proposal, proposer agrees that the State will suffer costs and damages not contemplated otherwise should proposer be awarded the contract but fail to execute and proceed with the contract, the exact amount of which will be difficult to ascertain. Accordingly, it is agreed that such retained sums shall not be deemed a penalty, but, in lieu of actual damages, shall represent a fair and reasonable estimate of damages to the State for failure of the proposer to execute and proceed with the contract upon notification of award by the State. Bonds will be returned to all proposers once a contract is executed.

Proposal Submission

Your proposal, including the Proposal bond, must be received by 2 p.m. on August 26, 2008 at:

Concessions, Reservations, and Fees Division
1416 Ninth Street, #1442-13
Sacramento, California 95814

Proposal Format & Content

The proposal package must be sealed and clearly marked on the outside with "Proposal for Asilomar Conference Grounds at Asilomar State Beach and Conference Grounds". Please submit an original plus **five (5)** copies of your proposal. All material should be presented in an 8.5" x 11" format with tabs for each section.

Confidentiality of Proposals

All proposals submitted in response to an RFP become the property of the State and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.). The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Public information available through other public sources used in the proposal may not be exempted from disclosure. Proposers claiming exemption must include the following statement in their proposal:

The proposer agrees to indemnify and hold harmless the State, its officers, employees, and agents from any claims, liability, or damages against the State, and to defend any action brought against the State for Proposer's refusal to disclose such material, trade secrets, or other proprietary information to any party.

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act. Requests to review proposal submissions will not be allowed until an "Intent to Award Contract" notice is published by the State.

Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the proposal closing date and time provided that a written request executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with the Department at the address listed above for the submission of questions. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the proposal closing date and time. However, once the proposal closing date and time has past, proposals shall be irrevocable.

2.2 EVALUATION PROCESS**Verification of Proposal Information**

The State will obtain credit reports and verify information to further establish the qualifications of any proposer. All proposers may be subject to a personal interview and inspection of his/her business premises prior to award. Proposers should notify bank and business references in writing that a representative from the state will be contacting them concerning the financial and credit information furnished to the Department with the proposal.

State's Right to Reject Proposals, Waive Defects and Requirements

The State reserves the right to accept or reject any or all proposals, and waive any or all immaterial defects, irregularities, or requirements in the RFP for the benefit of the State, so long as such waiver does not give any proposer a material advantage over other

proposers. A proposer shall not be relieved of his/her proposal nor shall any change be made in his/her proposal due to a proposer error.

Supplemental Information

At its sole discretion, the State reserves the right, but does not have the obligation, to seek supplementary information or clarification from any proposer at any time between the dates of proposal submission/acceptance and the contract award. The State may obtain credit reports and/or make background inquiries to further establish the qualifications of any proposer. Proposers may be required to make a presentation to the Concession Contract Award Board.

Proposal Evaluation

All proposals received shall be evaluated for form and content in accordance with the requirements of this RFP. The Contract Award Board will evaluate and score each eligible proposal pursuant to the point system and selection criteria as described in the Proposal Instructions and Proposal Evaluation Form. **Proposals not containing all of the items in the Concession Proposal form (DPR 398) may be rejected.**

Contract Award Board

Concession Contract Award Boards are appointed by the Director of the Department, or his or her representative, and convened to review, evaluate, and rate each proposal received and make a recommendation to the Director regarding the selection of the "Best Responsible Proposer". The Award Board for this contract may include park staff with related expertise, such as Field Division Chief, Deputy Director, Park Design and Construction staff, or District Superintendent, and representatives from other public agencies and the private sector.

Contract Award

If an award is made, the award for a concession contract will be to the "Best Responsible Proposer" in accordance with Section 5080.23 of the Public Resources Code. The "Best Responsible Proposer" will be the bidder whose proposal passes each of the required elements and receives the highest total score as determined by the Contract Award Board and approved by the Director or designee. Execution of the awarded concession contract is subject to approval by controlling agencies of the State, which include the Department of General Services and the Attorney General, and will not be binding on the State or the successful proposer until such approval is obtained.

Protest of Award

Based on Title 14, California Code of Regulations, Chapter 3, Section 4400 and Department policy, other than a contract negotiated under Section 5080.16 of the Public Resources Code, when a concession in excess of two years is proposed to be let at public bid (or RFP), any proposer protesting or objecting to the same, or desiring to protest or object, may file within ten calendar days of the awarding of the contract (publication of the "Notice of Intent to Award") with the Director of the Department his/her verified petition, setting forth his/her objections, the reasons therefore, and

points and authorities in support thereof. Failure to file a verified petition within the ten-day period shall constitute a waiver of the right to protest. Protests must be sent to:

Director
California Department of Parks and Recreation
P O Box 942896
Sacramento, California 94296-0001
Fax: 916-657-3903

A copy of such petition also must be served upon the Attorney General within such ten-day period by the protesting entity. Serve the Attorney General at:

California Department of Justice
Office of the Attorney General
Natural Resources Law Section
1300 I Street, 11th Floor
Sacramento, California 95814
Fax: 916-327-2319

At the time of filing said petition, the protestor may demand in writing a hearing thereon. If a hearing is so demanded, or if the Director on his/her own motion orders a hearing, proceedings shall be taken under the Administrative Procedure Act, and the said petition shall be treated as a statement of issues. Any recommendation or proposed decision of the hearing officer shall be submitted to the Director for approval, adoption, modification, disapproval, or other interlocutory or final action thereon by the Director. If a hearing is not so demanded or ordered, the action of the Director on said petition shall be final.

2.3 CONTRACT EXECUTION

Preparation of Contract

Subsequent to the award of a contract, if an award is made, the State will prepare a final contract for execution. The contract will contain "exhibits" developed from the selected proposal including the proposal's Operation, Facility, and Interpretive Plans, as required. Minor changes or modifications to the contract, proposal plans, and contract exhibits may be made prior to execution based on agreement between the State and concessionaire. However, no material change to the contract or its exhibits as presented in the RFP and in the selected proposal may be made.

Performance Bond and Insurance

The successful proposer will be required to submit a Performance Bond and evidence of insurance required under the contract. Failure to submit the bond and/or insurance verification within the time limit presented may be treated as a refusal to execute, if the State so elects. The State may take the Proposer Bond and select the next Best Responsible Proposal.

Failure to Sign/Deliver Contract

A failure of the successful proposer to sign and deliver the contract within thirty (30) days of receipt may be treated as a refusal to execute, if the State so elects. The State may retain the Proposer Bond and select the next Best Responsible Proposal and so on until a contract is fully executed.

Return of Proposer's Bond

The proposer's bond or cashier's check will be refunded when the successful proposer has executed the contract.

SECTION 3 - THE PROPOSAL

3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL

A completed Concession Proposal form (also known as DPR 398) and a Proposal Bond will constitute your proposal. You must complete all sections, respond to all questions, and fill in all blanks of the form. Inapplicable questions or blanks must be marked "N/A" or "Not Applicable". Failure to properly complete the form may disqualify your proposal.

The proposal must be clear and unambiguous. It should clearly commit you to entering into a contract with the State to provide the services and other concession improvements as required by this RFP and offered in the proposal. Financial commitments must be made and conditional only on contract execution.

The submission of a proposal shall be deemed evidence that you are fully aware of the responsibilities of being a concessionaire and have carefully examined State laws relating to California State Park concessions; possessory interest tax as related to concessions; the site(s) selected for said concession; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal form, and the sample concession contract included herein.

Please refer to the following information to complete the Concession Proposal form (DPR 398):

I. PROPOSER INFORMATION

A. Proposer Identification

Incumbent Factor

The incumbent concessionaire is defined as the individual, partnership, or corporation that currently operates the concession advertised in this RFP. Such concession operation must be at the same site, comprise the same type of operation(s), and provide substantially the same types of products and services as those specified in the RFP. Incumbent proposals are awarded points based on annual Performance Evaluations (DPR 531) performed by the State. Poor Performance Evaluations may result in negative point scores.

B. Business Information

Select the type of business that describes the proposing entity (Sole Proprietorship, Partnership, Joint Venture, or Corporation) and provide the requested information. The type of business must be established prior to submitting a proposal and must not be a condition of receiving the contract. Limited Liability Companies (LLC) must include a copy of their Articles of Organization with the California Secretary of State seal (LLC-1 or LLC-5) and the Statement of Information (LLC-12) to identify the managing member or members of the Organization.

Business Experience

Provide a narrative describing in detail the duration, extent, and quality of the business's previous work related to the subject concession. More points will be awarded to business entities that have experience owning, operating, and managing similar concession contracts and/or contracting for services with public agencies. More points will be awarded to business entities that have experience working with historic structures and with historic interpretation. Attach additional information as needed.

For the purpose of ensuring that all proposals are afforded an equal opportunity to compete for the contract, the Department may consult with the Department of Finance, Board of Equalization, or other experts as determined by State to obtain information necessary to estimate the amount of fees or taxes that would be paid to the State or local government by each proposer if awarded the contract.

C. Individual Information

Each individual, partner, member of joint ventures, officer of corporations, concession manager, and holders of 25% or more of the company's shares (as applicable) must complete a copy of the Individual Information form AND complete and sign the Authorization to Release Information in Section IV.

Experience

Provide a narrative describing in detail the duration, extent, and quality of your education and business experience with special emphasis on your experience related to the subject concession. Be specific with respect to the type and dates of experience, your role in the management and specific duties, type and size of operation, quality of operation, public agency involvement, contractual relationships, and other factors that demonstrate your ability to successfully operate the proposed concession. Be sure to demonstrate how you meet the required proposer qualifications, if applicable. Attach additional information as needed.

For the purposes of this RFP, proposers must have a minimum of ten (10) years experience owning, managing, or operating a successful business of similar size, type, and scope as the concession operations set forth and envisioned by this RFP. The proposer will be rated according to the years of relevant experience as verified by references. In addition, points are awarded for experience contracting with public agencies.

D. Statement of Financial Capability

Proposers must present evidence satisfactory to the State demonstrating their ability to finance, construct, operate, and maintain the concession facilities as proposed. For the purposes of this RFP, proposers must have the ability to access fifteen million dollars (\$15,000,000), *with the only condition being upon successful execution of this contract.* Your statement of financial capability must include the source of funding and detailed information including:

Source of funding and cost of concession development: Identify, describe and document the specific source of funding that your business will use to undertake the project as you have proposed. If funds are to be used from outside sources (i.e., parent company, third party, LLC partners, etc.), provide documentation, such as a recent bank statement, loan commitment, income statement, and/or other supporting documents, to demonstrate these funds are available and committed to this concession project.

In addition, if funds are to be borrowed to finance any portion of the total investment, you must provide loan commitment documentation such as a letter-of-intent from the individual, bank, or other lending entity indicating the minimum amount to be loaned and any applicable percentage rate. The loan commitment may contain the qualification that the loan will be consummated only upon award of an agreement with the State; otherwise the commitment must be irrevocable and unconditional.

Business Financial Statement: Use the Business Financial Statement to describe the current and true condition of your business' assets, liabilities, and net worth. Round figures to the nearest dollar. If your business is a partnership or joint venture, each general partner or joint venture must individually submit a Business Financial Statement. You may provide copies of forms filed with the Internal Revenue Service, where applicable.

E. Credit Worthiness

Proposers must present evidence of credit worthiness. At a minimum, evidence shall include a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date. Any derogatory information listed on said reports must be explained.

F. References

Financial, client, and vendor references are used to confirm information provided by proposers and to evaluate the proposer's quality of experience and past performance. Please submit at least one reference for each reference type required below. However, to adequately substantiate the claims you have made in your proposal, you are encouraged to provide references that are familiar with you and your business. Proposers should notify their references in writing that a representative from the State will be contacting them.

For the purposes of this RFP, please provide the references from the following sources:

- Financial References: Include your bank or savings and loan institution.
- Client or Business References: Name clients or other persons that most accurately reflect your performance and ability to fulfill contract obligations with other entities for the provision of goods and services.
- Vendor References: Please provide vendor references.

G. Client Contract History

Recent history of client and contractual relationships will aid in evaluating and rating proposer's experience. For the purposes of this RFP, proposers are required to provide the following information:

- A listing of all former or past clients and related information where proposer has closed or terminated a contract prior to expiration since 7/1/02.
- A listing of all contracts that proposer or proposer's affiliates have closed, surrendered, or that have been terminated for any reason since 7/1/02.

II. PROPOSAL INFORMATION

Provide an Operation, Facility, and Interpretive Plan that addresses each of the checked elements in the Concession Proposal form (DPR 398). For your information, each element of the Concession Proposal is described below. You may submit additional information to fully describe and enhance your proposal.

A. Operation Plan

As a condition of the contract award, the successful proposer may be required to revise or further develop the Operation Plan to the satisfaction of the State and prior to the execution of the contract. If and when it is accepted, the final plan will be incorporated as an exhibit to the contract and become an obligation of the concessionaire.

Components of the Operation Plan will be updated on an annual basis in accordance with Paragraph 7 and Exhibit K of the Sample Contract. In addition to the Operations Plan, the successful proposer also must adhere to the operational requirements as described in the contract. Your Operation Plan should address each of the following elements:

Vision/Mission Statement

Your Vision/Mission Statement should capture both the State's and your own goals and objectives for the concession business and provide a clear philosophy to guide you.

Organizational Structure and Staff Positions

Provide an organization chart and staffing that can guide the operation and ongoing management of your concession business. Your plan should identify and define the primary job classifications to be used and the required job skills and qualifications consistent with staffing requirements explained in the Sample Contract.

Transition/Business Start-Up

Describe your provisions and timeline for starting concession operation and providing a seamless transition in customer service. The plan must describe provisions for existing confirmed reservations. Such provisions shall be fair and reasonable for the park visitor.

Customer Service

Demonstrate your ability and clear commitment to successfully implement an effective customer service program. Your plan should include, but is not limited to, previously

established and effective customer service program models, adequate employee staffing and management oversight, hours of operation equal to or greater than required by this RFP, and a customer satisfaction feedback survey program.

Employee Training

Your employee policies and training program should include, but are not limited to, personnel policies; hiring practices; health, safety, and grievance policies and procedures; uniform policies and requirements; business orientation; job training; and visitor accessibility. Training shall also include orientation on the State park system, Asilomar's history, and local points of interest in order to reply adequately to inquiries from the visiting public. Such programs must provide sufficient staffing with the skills, capabilities, and training to ensure the provision of uninterrupted, high-quality services to all park visitors.

Worker Retention

Many food and beverage concession employees have worked at Asilomar for considerable lengths of time. They are familiar with the many facets of the Asilomar mission, the needs of guests, and the difficulties they sometimes face. These capabilities are of great value to Asilomar. Retention of these employees means that these capabilities will be in place during a transition period. Your proposal should describe your commitment to worker retention and comply with provisions of the current labor agreement as referenced in Paragraph 4C of the Sample Contract. At a minimum, the proposal should address retention of employees in place at the time of a new contract, seniority considerations, and training opportunities for employees eligible for retention in another classification.

Your proposal will be rated in accordance with the degree of commitment to the components described in the Sample Contract.

Marketing and Advertising

Your marketing plan should include, but is not limited to, proposed approaches, methodologies, media, advertising materials, schedules, and budget allocations.

Community Involvement

Describe commitment and strategies to create added value and benefits to the surrounding community and park visitors. Examples may include special events, educational programs, and community service activities. In addition, you should identify the special skills, knowledge, and resources needed and available to implement your plan.

Products, Merchandise, and Services

Provide a detailed description of the proposed menu and other products, merchandise, and services to be provided by the concession operation. Food and other sales items must be high quality and the selection varied. The products and services offered should meet or exceed the needs of the park users, and be compatible with and complementary to the mission of the park.

Prices and Pricing Policies

Provide a price schedule for a representative sample of the products and services proposed. Describe and explain the policies to be used to establish prices for food, beverages, products, and services. The policies shall clearly demonstrate the relationship of pricing to product quality and portions. Implementation of these policies must provide park visitors with quality products at reasonable prices considering the competition of comparable markets for similar products, services and cost of doing business. At a minimum, you must clearly describe the reservations policies, including a provision for advance reservations that would not exceed 3 years. Additional points will be awarded for proposals that maintain current room rates, except for increases allowed in accordance with Rates and CPI provisions of the sample contract. Average conference basic rates for 2008 are as follows:

Basic Rates - Non-Conference Lodging				
	Rate	PLUS	PLUS	Package
		Breakfast included	Facility fee	excludes tax
Historic	\$ 99.00	\$ 7.93	\$ 9.25	\$ 116.18
Double	\$ 99.00	\$ 15.86	\$ 9.25	\$ 124.11
Standard	\$ 119.00	\$ 7.93	\$ 9.25	\$ 136.18
Double	\$ 119.00	\$ 15.86	\$ 9.25	\$ 144.11
Cottages/Suites	\$ 155.00	\$ 7.93	\$ 9.25	\$ 172.18
Double	\$ 155.00	\$ 15.86	\$ 9.25	\$ 180.11
Basic Rates - Conference Lodging				
		plus meals	plus facility fee	Package (excludes tax)
Historic	\$ 98.00	\$ 33.33	\$ 9.25	\$ 140.58
Double	\$ 52.00	\$ 33.33	\$ 9.25	\$ 94.58
Standard	\$ 131.00	\$ 33.33	\$ 9.25	\$ 173.58
Double	\$ 63.50	\$ 33.33	\$ 9.25	\$ 106.08
Guest Inn/Director Cottage	\$ 230.00	\$ 33.33	\$ 9.25	\$ 272.58
Double	\$ 95.00	\$ 33.33	\$ 9.25	\$ 137.58
Engineer's Cottage, Forest Lodge Suite	\$ 133.00	\$ 33.33	\$ 9.25	\$ 175.58
Double	\$ 65.50	\$ 33.33	\$ 9.25	\$ 108.08
Student Rates	\$ 33.00	\$ 25.85	\$ 9.25	\$ 68.10
Double	\$ 26.50	\$ 25.85	\$ 9.25	\$ 61.60

(Additional rate considerations for triple, quadruple room occupancy)

Conservation and Recycling Program

Outline your approach to solid waste management, including reduction, re-use, and recycling, use of post-consumer recycled products, water and energy conservation, pest management, hazardous materials handling, air quality, and other applicable facets of resource conservation and environmental protection that are applicable to the concession operation. The description should clearly commit to a program that will minimize negative impacts on the environment and encourage park visitors to do the same.

Additional points will be awarded for proposals that include an employee commute or trip reduction program to minimize the impact of vehicle fuel emissions on the natural environment.

Accessibility

Provide a plan and commitment to ensure disabled visitors have access to all of the services provided through the concession operation in accordance with the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and California Government Code Sections 4450 et. Seq. and 7250. The Accessibility Plan should address all disabilities and should not be limited to those affecting mobility.

Healthy Foods Initiative

An important goal for this contract is the promotion of a healthy lifestyle in an environmentally-sustainable manner. Provide a plan for conforming to the healthy foods requirements of the Sample Concession Contract, Paragraph 7J, and Use of Premises. Your proposal should include a plan for educating visitors about how to select healthy, locally, and sustainably grown foods. Educational programs may include cooking demonstrations, oral presentations, written information, or other forms of interpretation.

B. Facility Plan

After the State's review and approval, the Facility Plan from the successful proposal shall be included as an exhibit to the contract. In addition to the Facility Plan, the successful proposer must adhere to the facility requirements as described in the sample contract.

Furnishings

Describe the intended physical facilities of the concession including furnishings, equipment, décor, and layout. Implementation of proposer's plan should provide superior concession facilities that are consistent with park values and will enhance visitor services at the park.

Capital Improvement Projects

Describe your plans for capital improvements. Include the resumes of the proposed architects and contractors to be used and descriptions and/or schematic drawings of the work to be accomplished and items to be installed. You may submit lists, drawings, pictures, and diagrams to illustrate and clarify your plans

Additional points will be awarded to proposals that include a plan to renovate the kitchen facilities and include a demonstration feature to enhance visitor knowledge and experience in the preparation of healthy foods. The additional points will be commensurate with a reconstruction and associated operations that meet LEED standards for this project.

Facility Accessibility Project

Describe how you will implement the State's Accessibility Plan, per the Sample Contract and Exhibit G, and complete all facility improvements as soon as possible with minimal impact to visitor services and rent to the State. All work shall be completed in accordance with Construction and Completion of Improvements as identified in the Sample Contract. Include a timeline for annual completion projections, resumes of the proposed architects and contracts to be used and descriptions and/or schematic drawings of the work to be accomplished. For purposes of this RFP, proposers must provide fifteen million dollars (\$15,000,000) for facility upgrades to meet minimum accessibility standards.

Resource Management Program

Describe efforts to protect the ecologically sensitive natural and historically significant cultural environment. Identify staff resources and/or experts to facilitate appropriate classification of historic structures and landscape features eligible for listing on the National Register of Historic Places. Incorporate requirement to coordinate environmental and preservation compliance with State staff.

Maintenance and Housekeeping Program

Provide a comprehensive program to maintain the concession facilities in safe and working condition throughout the contract term in accordance with Paragraph 27 of Sample Contract. The maintenance provisions should include budget allocations, staff skills and qualifications, staffing patterns, and housekeeping and maintenance schedules.

Implementation

Describe your overall method and commitment to carry out and accomplish the Facility Plan. Either separately or within each project description, specify the timeline for completion of any capital improvements and installation of said décor and equipment prior to the commencement of operations.

Cost Estimates

Either separately or within each project description, provide a cost breakdown for all required and proposed facility and/or capital improvements.

C. Interpretive Plan

The Interpretive Plan is a critical element of a concession and, consequently, can be very influential in the selection of the successful proposal. The Interpretive Plan from the successful proposal, after the State's review and approval, shall be included as an exhibit to the contract. The State reserves the right to include or exclude any item or items in the Interpretive Plan that the State determines do not meet the intent of the RFP or the mission of the Department. Complementary to the Interpretive Plan, the successful proposer will be required to fund the interpretive elements as described in the Sample Contract.

Proposer's Relevant Experience

Describe your experience, knowledge, skills, and abilities to develop and operate an interpretive program.

Business' Interpretive Theme

Describe the interpretive theme of your business including the specific years to be interpreted ("interpretive period").

Interpretive Programs and Activities

Describe your plans to support the State's Interpretation and Education Program, exhibits and activities as described in Paragraph 10 of the Sample Contract. Interpretive activities will be conducted on a regular basis, integrating concession activities with the historic activities of Asilomar's interpretive period. Describe your methods to support State efforts in developing, operating or providing interpretive programs of interest to multi-ethnic, multi-generational visitors. Describe your methods to support State efforts in developing, operating, or providing interpretive programs of interest to multi-ethnic, multi-generational visitors.

Business' Ambiance

Describe your plan to develop and implement a period-appropriate setting for such things as furnishings, signs, wall treatment, advertising, window coverings, equipment, tools, display shelves, counters, tables, and chairs.

Primary Education Programs

Describe your contribution to provide an educational experience for school age (K-8) children in concert with the Department of Education's framework and content standards.

Restaurant Operations

Provide a detailed description of the food type(s) and service, tableware/utensils, menu, and menu boards, and any modern equipment that will be employed and how it will contribute to the period ambiance.

D. Rental Offer

The concessionaire will be required to pay as Annual rent a guaranteed amount (Rental Guarantee) or a Percentage of Gross Sales, whichever is greater. Proposers shall bid both the Minimum Annual Rent Guarantee and the Annual Percentage of Gross Receipts as specified in the Concession Proposal form (DPR 398). For the purposes of this RFP, the Minimum Annual Rent must be at least one million five hundred thousand dollars (\$1,500,000) and the Annual Percentage of Gross Receipts must be at least eight percent (8%).

E. Concession Feasibility

Document your ability to successfully initiate the proposed concession in a financially responsible manner, in accordance with the terms and conditions of the Sample

Contract and your Operation, Facility, and Interpretive Plans (as applicable). This information must substantiate your ability to: develop, furnish, equip, operate and maintain the concession in a high-quality manner; provide the public with quality products and services at reasonable and competitive prices; pay the State the rental offered; and provide a reasonable return on your investment. Fiscal documentation that will be considered in awarding points includes a financial pro forma; statement of assets and liabilities; business, vendor, bank, and/or financial references; and similar documents. You may provide information in addition to that required in the Concession Proposal form (DPR 398), but do not alter the format in any way. You must respond to each item in the order listed with the information requested or N/A.

III. PROPOSAL SUMMARY

The Proposal Summary should summarize your relevant experience, knowledge, and expertise in 500 words or less.

IV. CERTIFICATION OF PROPOSER INFORMATION

A. Labor Law Compliance Certification

A request may be made to the National Labor Relations Board for information regarding Administrative Hearing decisions against each proposer. You must have no more than one final, unappealable finding of contempt of court by a federal court issued for violation of the National Labor Relations Act within the two-year period immediately preceding the closing date of this RFP or your proposal will be disqualified.

B. Proposer Certification

A completed certification is required with your proposal or it will be disqualified.

C. Authorization to Release Information

A signed authorization for each individual, partner, member of joint ventures, officer of corporations, Concession Manager, and holders of 25% or more of the company's shares (as applicable) must be included or the proposal will be disqualified.

V. PRIVACY NOTICE

This section provides notice to proposers. No action by proposers is necessary.

3.2 PROPOSAL EVALUATION CRITERIA

Incumbent Preference

5 Points

Incumbent proposals are awarded points based on annual Performance Evaluations (See DPR 531 in the Sample Concession Contract) performed by the State as follows:

Overall Rating of Evaluation	Number of Years Rating Was Received	Points Awarded
“Excellent”	3 out of last 3 years	5 points
“Excellent” with no “needs improvement” or “unsatisfactory”	2 out of last 3 years	3 points
“Excellent” with no “needs improvement” or “unsatisfactory”	1 out of last 3 years	2 points
Satisfactory	3 out of last 3 years	1 point
“needs improvement” or “unsatisfactory”	1 out of last 3 years	- 1 point
“needs improvement” or “unsatisfactory”	2 out of last 3 years	- 3 points
“needs improvement” or “unsatisfactory”	3 out of last 3 years	- 5 points

Small Business Preference

5 Points

Five Points will be awarded to those proposers who have a complete and certifiable application on file with the Office of Small Business Certification.

Experience

15 Points

For the purposes of this RFP, proposers must have a minimum of ten (10) years experience owning, managing, or operating a business of similar size, type, and scope as the concession operations set forth and envisioned by this RFP. The proposer will be rated according to the years of relevant experience as verified by references and the quality of experience as it relates to the business described in this RFP including working with historic structures. In addition, points are awarded for experience contracting with public agencies.

Operation Plan

15 Points

Points will be awarded based upon the degree to which the proposal addresses each of the required elements of the Operations Plan (as identified in the DPR 398, Concession Proposal) and demonstrates an understanding of and commitment to achieving the objectives of this RFP. In addition, points will be awarded based upon the proposer’s demonstrated ability to implement the components of the plan. More points will be awarded to proposals that provide high-quality goods and services that are consistent with the intent of the RFP and the mission of the park.

Facility Plan

10 Points

Points will be awarded based upon the degree to which the proposal addresses each of the required elements of the Facility Plan (as identified in the DPR 398, Concession Proposal). More points will be awarded to proposals that provide high-quality, accessible facilities, completion of the State’s Accessibility Plan as soon as possible with minimal impact to visitor services and rent to the State, and include a plan to remodel/update kitchen facilities.

Interpretive Plan

10 Points

Points will be awarded based upon the degree to which the proposal demonstrates an understanding of the park’s interpretive programs and contributes to the overall interpretive messages of the park. More points will be awarded to proposals that integrate or reinforce the park’s spirit of place into the daily operation of the concession.

Rental Offer

40 Points

For the purpose of assigning points in the Proposal Evaluation, the highest acceptable* rental offer for each category of rent required (Minimum Annual Rent Guarantee and Percentages of Gross Sales) will be assigned the maximum points available for that category. Each lower rental offer will be assigned points in relation to the highest rental offer as follows:

Minimum Annual Rent Guarantee (Minimum bid is one million five hundred thousand dollars (\$1,500,000))

$$\frac{(\text{Bid Amount}) \text{ minus } (\$1.5 \text{ million})}{(\text{Highest Bid Amount}) \text{ minus } (\$1.5 \text{ million})} \times 25 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

Percentage of Gross Sales (Minimum bid is eight percent (8%))

$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times 15 \text{ points} = \underline{\hspace{2cm}} \text{ points}$$

*Note: the highest bids received may not be considered acceptable. Proposers may be required to prove to the satisfaction of the State their ability to operate a successful business under their rental offer. Failure to prove this ability will be cause to disqualify the proposal. In this case, the second highest acceptable bid would be used to calculate points awarded.

3.3 PROPOSAL EVALUATION SHEET

LEVEL I COMPLIANCE WITH RFP REQUIREMENTS

PROPOSER QUESTIONNAIRE

I. PROPOSER INFORMATION

- A. Proposer Identification _____ (pass/disqualified)
- B. Business Information _____ (pass/disqualified)
- C. Individual Information _____ (pass/disqualified)
- D. Statement of Financial Capability _____ (pass/disqualified)
- E. Credit Worthiness _____ (pass/disqualified)
- F. Financial/Business/Vendor References _____ (pass/disqualified)

II. PROPOSAL INFORMATION

- A. Operation Plan _____ (pass/disqualified)
- B. Facility Plan _____ (pass/disqualified)
- C. Interpretive Plan _____ (pass/disqualified)
- D. Rental Offer _____ (pass/disqualified)
- E. Concession Feasibility _____ (pass/disqualified)

III. PROPOSAL SUMMARY _____ (pass/disqualified)

IV. CERTIFICATION AND AUTHORIZATION

- A. Labor Law Compliance Certification _____ (pass/disqualified)
- B. Proposer Certification _____ (pass/disqualified)
- C. Authorization to Release Information _____ (pass/disqualified)

PROPOSER BOND _____ (pass/disqualified)

Proposer must pass LEVEL I to qualify for further consideration.

LEVEL II RENT PROPOSED/CREDIT WORTHINESS & ABILITY TO FINANCE

- A. Rent Proposed Met/Exceeded Minimum Requirement _____ (pass/disqualified)
- B. Ability to Finance _____ (pass/disqualified)
- C. Credit Worthiness _____ (pass/disqualified)
- D. Compliance with National Labor Relations Act _____ (pass/disqualified)

Proposer must pass LEVEL II to qualify for further consideration.

LEVEL III PROPOSAL EVALUATION

- A. Proposer Information
 - Incumbent Preference _____ / 5 Points
 - Small Business Preference _____ / 5 Points
 - Experience _____ / 15 Points
- B. Proposal Information
 - Operation Plan _____ / 15 Points
 - Facility Plan _____ / 10 Points
 - Interpretive Plan _____ / 10 Points
 - Rental Offer _____ / 40 Points
 - Concession Feasibility _____ (Pass/Disqualified)

GRAND TOTAL _____ / 100 **Points**

Comments:

Board Member: _____ Date: _____

3.4 CONCESSION PROPOSAL, DPR 398

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CONCESSION PROPOSAL

Asilomar SB & Conference Grounds

(Name of Concession)

*An electronic version of this questionnaire may be requested
from the state park office issuing this Request for Proposal.*

The Proposer Questionnaire consists of the following sections:

- I. PROPOSER INFORMATION
 - A. Proposer Identification
 - B. Business Information
 - C. Individual Information
 - D. Statement Of Financial Capability
 - E. Credit Worthiness
 - F. Financial/Business/Vendor References
- II. PROPOSAL INFORMATION
 - A. Operation Plan
 - B. Facility Plan
 - C. Interpretive Plan
 - D. Rental Offer
 - E. Concession Feasibility
- III. PROPOSAL SUMMARY
- IV. CERTIFICATION AND AUTHORIZATION
 - A. Labor Law Compliance Certification
 - B. Proposer Certification
 - C. Authorization to Release Information
- V. PRIVACY NOTICE

I. PROPOSER INFORMATION	
A. PROPOSER IDENTIFICATION	
<u>GENERAL INFORMATION</u>	
BUSINESS NAME	_____
	<i>(Exactly as it is to appear on the Concession Contract)</i>
ADDRESS	_____
CITY/STATE/ZIP CODE	_____
PHONE NUMBER	_____
FAX NUMBER	_____
EMAIL ADDRESS	_____
CONCESSION MANAGER	_____
SMALL BUSINESS:	<input type="checkbox"/> No <input type="checkbox"/> Yes S/B #: _____
FEDERAL ID NUMBER:	_____
<u>CONTACT PERSON</u>	
NAME	_____
ADDRESS	_____
CITY/STATE/ZIP CODE	_____
PHONE NUMBER	_____
FAX NUMBER	_____
EMAIL ADDRESS	_____

B. PROPOSER BACKGROUND, continued

(CORPORATION - Continued)

7. Complete the information below:

AUTHORIZED ISSUED OUTSTANDING

Number of voting shares _____

Number of non-voting shares _____

Number of shareholders _____

Value per share of common stock: Date _____ Par _____ Book _____ Authorized _____

8. Complete the information below for each officer and director of the corporation, the shareholder who is not a corporation officer or director but owns the largest number of voting shares of corporation stock, and the shareholder who is not a corporation officer or director but owns the largest number of non-voting shares of corporation stock.

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>VOTING SHARES</u>	<u>NON-VOTING SHARES</u>
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9. Has a surety or bonding company ever been required to perform on the default of the corporation within the last ten (10) years?

Yes. Provide the information below for each default. No (*proceed to item 10*)

Surety/Bonding Company Name _____

Bond Date _____ Bond Amount _____

Explain the circumstances surrounding each default and actions taken by the surety or bonding company.

10. Has the corporation ever been adjudicated bankrupt or involved in pending bankruptcy matters?
 Yes. Below, enter dates, court jurisdiction and amounts of liabilities and assets. No

11. Is the corporation presently a party to any pending litigation, liens or claims for monetary compensation that has the potential to exceed insurance coverage or must be paid with company assets?
 Yes. Below, enter detailed information for each legal action. No

12. Is the corporation subject to any outstanding claims, liens, or judgments which exceeded insurance coverage or must be paid with company assets?
 Yes. Below, enter detailed information for each claim, lien or judgment. No

13. Has the corporation defaulted on, been terminated for non-performance or breach of contract, or voluntarily abandoned or forfeited rights under a contract for services or concessions contract?
 Yes. Below, enter an explanation of the circumstances and outcomes of each event. No

C. INDIVIDUAL INFORMATION

Legal Name _____ Social Security No. _____
Residence Address _____ Phone No. _____
Business Address _____ Phone No. _____

PERSONAL HISTORY

1. Have you, individually, as a partner, joint venturer or as officer of a corporation had a bond or surety canceled or forfeited within the last ten (10) years?

- Yes. Provide information below. No (*proceed to item 2*)

Bond Company Name _____

Bond Date _____ Bond Amount _____

Explain the reason for each cancellation or forfeiture.

2. Have you individually, as a partner, joint venturer, or officer of a corporation been convicted of a felony crime in the last 10 years?

- Yes. Please explain No

3. Have you or your spouse or any business that you owned or in which you were an officer or had an interest ever declared bankruptcy, been declared insolvent or bankrupt, filed for bankruptcy, or reorganization under Federal or State laws?

- Yes. Below, enter dates, court jurisdictions, and amounts of liabilities and assets. No

4. Are you individually or any partnership or joint venture in which you have been party currently involved in any pending litigation? Yes. Below, enter dates, violations and locations. No

WORK EXPERIENCE:

Attach a resume and narrative as necessary.

CERTIFICATION: I hereby certify under penalty of perjury that all responses stated above regarding my personal history and work experience are true to the best of my knowledge and belief, and I understand and agree that any misstatement or omission of any material fact may cause forfeiture on my part of all rights to the proposed contract to be awarded by the State of California.

SIGNATURE

DATE



D. STATEMENT OF FINANCIAL CAPABILITY

SOURCE OF FUNDING AND COST OF CONCESSION DEVELOPMENT

(Attach additional pages as necessary.)

<u>BUSINESS FINANCIAL STATEMENT</u>	
For: _____	As of: _____
<i>(Business Name)</i>	<i>(Date)</i>
<u>ASSETS</u>	
<u>Current Assets</u>	
CASH ON HAND IN BANK	_____
ACCOUNTS RECEIVABLE:	
Current	_____
Over 30 Days	_____
Over 60 Days	_____
NOTES RECEIVABLE DUE WITHIN 1 YEAR	_____
MERCHANDISE INVENTORY: Cost/Market	_____
OTHER CURRENT ASSETS:	
_____	_____
_____	_____
Total Current Assets	_____
<u>Long Term Assets</u>	
NOTES RECEIVABLE DUE AFTER 1 YEAR	_____
LAND AND BUILDINGS (at cost)	_____
<Less> Reserve For Depreciation	_____
FIXTURES AND EQUIPMENT (at cost)	_____
<Less> Reserve For Depreciation	_____
PREPAID EXPENSES/DEFERRED CHANGES	_____
OTHER LONG TERM ASSETS:	
_____	_____
_____	_____
Total Long Term Assets	_____
* TOTAL ASSETS *	_____

(BUSINESS FINANCIAL STATEMENT- Continued)

LIABILITIES

Current Liabilities

ACCOUNTS PAYABLE (past due) _____

ACCOUNTS PAYABLE (current) _____

NOTES PAYABLE DUE WITHIN 1 YEAR:

To Whom	Secured by	
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTES & ACCOUNTS PAYABLE TO PARTNERS,
DIRECTORS, OFFICERS, OR STOCKHOLDERS _____

ACCRUED LIABILITIES (interest, rental, payroll, etc.) _____

ACCRUED FEDERAL & STATE TAXES _____

OTHER CURRENT LIABILITIES:

Total Current Liabilities _____

Long Term Liabilities

NOTES PAYABLE DUE AFTER 1 YEAR:

OTHER LIABILITIES:

Total Long Term Liabilities _____

TOTAL LIABILITIES _____

NET WORTH

CAPITAL STOCK (if corporation) _____

OWNER CAPITAL _____

TOTAL NET WORTH _____

*** TOTAL LIABILITIES & NET WORTH *** _____

E. CREDIT WORTHINESS

(Attach additional pages as necessary.)

E. REFERENCES

Reference Type: _____

Duplicate this page and submit one reference page for each reference type (financial, vendor, or client) required in the instructions.

REFERENCE NO. 1

Name/Firm _____

Address _____

Contact Person _____ Phone Number _____

Acct. Type(s) & Number(s) _____

Type of Business Relationship _____

Length of Association _____

REFERENCE NO. 2

Name/Firm _____

Address _____

Contact Person _____ Phone Number _____

Acct. Type(s) & Number(s) _____

Type of Business Relationship _____

Length of Association _____

REFERENCE NO. 3

Name/Firm _____

Address _____

Contact Person _____ Phone Number _____

Acct. Type(s) & Number(s) _____

Type of Business Relationship _____

Length of Association _____

REFERENCE NO. 4

Name/Firm _____

Address _____

Contact Person _____ Phone Number _____

Acct. Type(s) & Number(s) _____

Type of Business Relationship _____

Length of Association _____

II. PROPOSAL INFORMATION									
<i>(Attach separate pages as necessary)</i>									
<div style="border: 1px solid black; padding: 2px; display: inline-block;">A. OPERATION PLAN</div> <div style="float: right; text-align: right;"> <input type="checkbox"/> No Operation Plan Required </div> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Vision/Mission Statement <input checked="" type="checkbox"/> Organizational Structure <input checked="" type="checkbox"/> Transition/Business Start-up <input checked="" type="checkbox"/> Customer Service <input checked="" type="checkbox"/> Employee Staffing & Training <input checked="" type="checkbox"/> Marketing and Advertising <input checked="" type="checkbox"/> Community Involvement </td> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Products, Merchandise, and Services <input checked="" type="checkbox"/> Prices and Pricing Policies <input checked="" type="checkbox"/> Conservation and Recycling <input checked="" type="checkbox"/> Accessibility <input checked="" type="checkbox"/> Worker Retention <input checked="" type="checkbox"/> Healthy Foods Initiative <input type="checkbox"/> Other: _____ </td> </tr> </table>		<input checked="" type="checkbox"/> Vision/Mission Statement <input checked="" type="checkbox"/> Organizational Structure <input checked="" type="checkbox"/> Transition/Business Start-up <input checked="" type="checkbox"/> Customer Service <input checked="" type="checkbox"/> Employee Staffing & Training <input checked="" type="checkbox"/> Marketing and Advertising <input checked="" type="checkbox"/> Community Involvement	<input checked="" type="checkbox"/> Products, Merchandise, and Services <input checked="" type="checkbox"/> Prices and Pricing Policies <input checked="" type="checkbox"/> Conservation and Recycling <input checked="" type="checkbox"/> Accessibility <input checked="" type="checkbox"/> Worker Retention <input checked="" type="checkbox"/> Healthy Foods Initiative <input type="checkbox"/> Other: _____						
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<input checked="" type="checkbox"/> Percentage Rent: _____	8% (% of gross receipts)								
Minimum Annual Rent: \$ _____	(year)								
Percentage Rent: _____	(% of gross receipts)								

FINANCIAL PROFORMA					
Complete all aspects of this proforma for as they apply to your proposed concession operation. Round figures to the nearest dollar. Use additional pages as necessary to provide for a 20 year period.					
ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
GROSS PROFIT					
<u>Gross Sales</u>					
Total Gross Sales (1)					
<Less> Cost of Goods Sold (2)					
TOTAL GROSS PROFIT					
OPERATING EXPENSES					
<u>Variable Operating Expenses</u>					
Salaries & Payroll Related					
Taxes & Licenses (other than sales income)					
Insurance					
Advertising					
Maintenance & Repairs					
Utilities (including telephone)					
Legal & Accounting					
Rent to State					
Interest					
Supplies & Material					
Administrative Overhead					
Travel & Transportation					
Other:					
Total Variable Operating Expenses					
<u>Fixed Operating Expenses</u>					
Facility Improvements					
Equipment Purchases					
Amortization					
Depreciation					
Performance Bond					
Total Fixed Operating Expenses					
TOTAL OPERATING EXPENSES (3)					
* NET INCOME * <i>(before income taxes)</i>					
(1) EXPLAIN HOW YOU ARRIVED AT THE PROJECTED TOTAL GROSS SALES.					
(2) EXPLAIN HOW YOU CALCULATED COST OF GOODS SOLD.					
(3) EXPLAIN HOW YOU CALCULATED TOTAL OPERATING EXPENSES					
PREPARER SIGNATURE ▶	TITLE		DATE		
PRINTED NAME	PHONE NUMBER		EMAIL ADDRESS		
ADDRESS	CITY/STATE/ZIP CODE				

III. PROPOSAL SUMMARY

(Attach separate pages as necessary)

IV. CERTIFICATION AND AUTHORIZATION	
<div style="border: 1px solid black; display: inline-block; padding: 5px; margin: 10px auto; width: 80%;"> A. LABOR LAW COMPLIANCE CERTIFICATION </div>	
<p>I hereby certify that:</p>	
PROPOSER NAME	
FEDERAL EMPLOYER ID NUMBER	
ADDRESS	
CITY/STATE/ZIP CODE	
<p>has not had more than one, final, unappealable finding of contempt of court by a federal court issued against the proposer for any violation of National Labor Relations Act provisions within the two-year period immediately preceding the closing date for acceptance of proposals under this Request for Proposals.</p>	
<p>Additionally, I, the signatory, do hereby swear that I am duly authorized to legally execute the certification described above on behalf of the proposer. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.</p>	
SIGNATURE	DATE
SIGNATORY'S PRINTED	TITLE

B. PROPOSER CERTIFICATION

I/We am (are) personally acquainted with the premises of the subject concession and I/we have read, understand, and agree with the terms and conditions specified in this RFP document, including the Sample Concession Contract.

I/We meet the required experience qualifications and/or currently employ a Concession Manager who meets the qualifications.

I/We have the necessary financial resources to equip and operate the concession and perform the proposed capital investments, and I/we have enclosed a cashier’s check or Proposer’s Bond in the required amount, payable to the Department of Parks and Recreation, as a guarantee that, in the event my/our proposal is accepted and approved by the State, I/we will:

1. Execute and complete the Concession Contract, incorporating this proposal and all the terms and conditions contained in the RFP. The Concession Contract then will be executed by the State upon approval by the appropriate State agencies;
2. Provide the Performance Bond as required by the Concession Contract upon execution of the Contract by State; and
3. Provide the proposed guarantees, including rent, capital investments, equipment, and management and operation services.

I/We hereby certify that all responses and information provided in connection with this proposal are true to the best of my/our knowledge and belief, and I/we understand and agree that any misstatement or omission of any material fact may cause forfeiture on my/our part of all rights to the proposed agreement to be awarded by the State of California.

I/We hereby respectfully submit this proposal, including all required documents and statements. I/We represent that the signatories hold the positions set forth below their signatures and are authorized to execute this proposal.

If the proposal is made by a sole proprietor, this form shall be signed with the full name of the proposer. If it is made by a partnership, a limited partnership, or a joint venture, it shall be signed with the full name of each partner or member thereof. If it is made by a corporation, it shall be signed by: (1) the President, any Vice President, or the Chairman of the Board; and (2) by the Corporation Secretary, any Assistant Secretary, Chief Financial Officer, or any Assistant Treasurer.

SIGNATURE ▶	POSITION/TITLE AND/OR FUNCTION	DATE
PRINTED NAME	PHONE NUMBER	FAX NO.
ADDRESS	CITY/STATE/ZIP CODE	
SIGNATURE ▶	POSITION/TITLE AND/OR FUNCTION	DATE
PRINTED NAME	PHONE NUMBER	FAX NO.
ADDRESS	CITY/STATE/ZIP CODE	
SIGNATURE ▶	POSITION/TITLE AND/OR FUNCTION	DATE
PRINTED NAME	PHONE NUMBER	FAX NO.
ADDRESS	CITY/STATE/ZIP CODE	

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

C. AUTHORIZATION TO RELEASE INFORMATION

(General)

To Whom It May Concern:

I/my company have (has) submitted a proposal to the State of California, Department of Parks and Recreation, for a concession operation. I hereby authorize you to release or discuss any or all information in your possession pertaining to me as requested by an employee or representative of the State of California, Department of Parks and Recreation in connection with or to verify information submitted by me in the above-referenced proposal.

PROPOSER SIGNATURE	DATE SIGNED
	
PRINTED NAME	
POSITION/TITLE	
COMPANY NAME <i>(if applicable)</i>	

V. PRIVACY NOTICE

Section 1798.17 of the Civil Code requires this notice be provided when collecting personal information from individuals. Each individual has the right to review his or her personal information maintained by this department unless exempted by law.

OFFICIAL RESPONSIBLE

Chief, Concessions and Reservations
California Department of Parks and Recreation
P.O. Box 942896
Sacramento, CA 94296-0001
(916) 653-7733

AUTHORITY

Public Resources Code Section 5080.08(a) and 5080.08(b)

PURPOSE

The information will be used for the purposes of evaluation to determine capabilities of proposers to perform the contract and to determine the best responsible proposer if an award is made.

PROVIDING INFORMATION

All information requested is mandatory.

EFFECTS OF NOT PROVIDING INFORMATION

If the requested information is not provided, the proposal will be determined to be not responsive and will be rejected.

KNOWN OR FORESEEABLE DISCLOSURES OF INFORMATION PURSUANT TO CIVIL CODE SECTIONS 1798.24, SUBDIVISIONS (e) OR (f)

Disclosure may be made to the Department of General Services, Office of the Attorney General, Department of Finance, Office of the Auditor General, or the Department of Parks and Recreation Audits Office.

SECTION 4 – SAMPLE CONTRACT

SAMPLE CONCESSION CONTRACT

FOR

Asilomar State Beach and Conference Grounds

AT

Pacific Grove, California

STATE OF CALIFORNIA – RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS, RESERVATIONS, AND FEES DIVISION
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



Asilomar Conference Grounds
CONCESSION CONTRACT
INDEX

1.	DESCRIPTION OF PREMISES.....	2
2.	CONDITION OF PREMISES.....	3
3.	TERM.....	3
4.	OPERATION TRANSITION.....	3
5.	RENT.....	4
6.	ADDITIONAL FINANCIAL REQUIREMENTS.....	7
7.	USE OF PREMISES.....	9
8.	NATURAL RESOURCE MANAGEMENT PROGRAM.....	18
9.	CULTURAL RESOURCE MANAGEMENT PROGRAM.....	19
10.	INTERPRETATION AND EDUCATION PROGRAM.....	20
11.	FACILITY IMPROVEMENTS.....	20
12.	PROJECT ADMINISTRATIVE FEE.....	22
13.	PUBLIC MEETINGS.....	22
14.	DISPUTE RESOLUTION.....	23
15.	BONDS.....	23
16.	INSURANCE.....	25
17.	ALCOHOLIC BEVERAGES.....	27
18.	CONSTRUCTION AND COMPLETION OF IMPROVEMENTS.....	28
19.	CONTRACT NOTICE.....	33
20.	RECORDS AND REPORTS.....	33
21.	GROSS RECEIPTS.....	35
22.	RATES, CHARGES AND QUALITY OF GOODS AND SERVICES.....	37
23.	PERFORMANCE EVALUATIONS AND INSPECTION.....	37
24.	HOLD HARMLESS AGREEMENT.....	38
25.	TAXES.....	38
26.	MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS.....	39
27.	HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL.....	40
28.	UTILITIES AND SERVICES.....	43
29.	RESOURCE CONSERVATION.....	43

30.	HAZARDOUS SUBSTANCES	45
31.	SIGNS AND ADVERTISING	47
32.	PHOTOGRAPHY	47
33.	INTELLECTUAL PROPERTY RIGHTS	48
34.	PARTICIPATION IN STATE PARK MARKETING PROGRAMS	49
35.	DEFAULT BY CONCESSIONAIRE	50
36.	STATE’S REMEDIES	52
37.	DEFAULT BY STATE	55
38.	STATE BUY-OUT PROVISIONS	56
39.	SURRENDER OF THE PREMISES; HOLDING OVER	57
40.	NO RECORDATION; QUITCLAIM	58
41.	ATTORNEYS FEES	58
42.	COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES	58
43.	EXPATRIATE CORPORATIONS	59
44.	NONDISCRIMINATION	59
45.	DISABILITIES ACCESS LAWS	60
46.	DRUG-FREE WORKPLACE	60
47.	NATIONAL LABOR RELATIONS BOARD CERTIFICATION	61
48.	CHILD SUPPORT COMPLIANCE ACT	61
49.	CONFLICT OF INTEREST	61
50.	WAIVER OF CLAIMS	62
51.	WAIVER OF CONTRACT TERMS	62
52.	INTERPRETATION OF CONTRACT	63
53.	DURATION OF PUBLIC FACILITIES	63
54.	TIME OF ESSENCE	63
55.	EMINENT DOMAIN	63
56.	TEMPORARY TENANCY	63
57.	PARAGRAPH TITLES	63
58.	CONTRACT IN COUNTERPARTS	63
59.	INDEPENDENT CONTRACTOR	64
60.	ASSIGNMENTS AND SUBCONCESSIONS	64

61. MODIFICATION OF CONTRACT..... 64

62. UNENFORCEABLE PROVISION..... 65

63. APPROVAL OF CONTRACT 65

64. STATE’S DISTRICT SUPERINTENDENT..... 65

CONTRACT EXHIBITS

SAMPLE

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

CONCESSION CONTRACT

For

Asilomar State Beach and Conference Grounds

Located In

Pacific Grove, California

THIS CONTRACT is made and entered into by and between the STATE OF CALIFORNIA, acting through its Department of Parks and Recreation, hereinafter referred to as "State", and **Concessionaire DBA Asilomar Conference Grounds** of City, State, hereinafter referred to as "Concessionaire";

RECITALS

WHEREAS, Asilomar State Beach and Conference Grounds was established to perpetuate, and to make available to the people of California, the spectacularly beautiful coastline, dunes and coastal forests of the Monterey Peninsula from Point Pinos to Point Joe; the architecture of Julia Morgan and others, both within and outside the historic campus core; and the social history of the original development of Asilomar and its continuation in the conference grounds theme and function; and

WHEREAS, the State is charged with defining and executing a program to perpetuate the park unit's General Plan declared values, and provide recreational facilities, opportunities and interpretation in a manner consistent with these values; and

WHEREAS, California Public Resources Code Section 5080.25 requires the Department of Parks and Recreation to enter into concession contracts for the construction, maintenance, and operation of Asilomar Conference Grounds; and

WHEREAS, it is appropriate that the following contract be entered into for the safety and convenience of the general public in the use and enjoyment of, and the overall enhancement of recreational and educational experience at units of the state park system;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DESCRIPTION OF PREMISES

The State for and in consideration of the agreements hereinafter stated, grants to Concessionaire for the purposes stated herein, the right, privilege, and duty to develop, equip, operate, and maintain a nonexclusive concession on the state beach and conference grounds together with all facilities, buildings, improvements, equipment, furnishings, supplies, and materials thereon and therein at Asilomar State Beach and Conference Grounds at the location(s) as set forth in **Exhibit A**, attached hereto and made a part of this Contract (the "Premises".)

The possessory interest herein given to the Concessionaire does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the possessory interest given herein. This contract is not intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this contract. The possessory interest is further subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect the Premises.

Terms commonly referred to in the Contract are defined in **Exhibit B Definitions**, attached hereto and made part of the Contract.

2. CONDITION OF PREMISES

The taking of possession of the Premises by the Concessionaire, in itself, shall constitute acknowledgment that the Premises are in good and sufficient condition for the purposes for which Concessionaire is entering into this contract. Concessionaire agrees to accept Premises in their presently existing condition, " AS IS", and that the State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Contract.

3. TERM

The term of this Contract shall be for a period of twenty (20) years, commencing on the first day of the month following approval by the Department of General Services, as shown below, or on the date Concessionaire takes possession of the Premises, as evidenced in writing by State, whichever event should occur last. Should Concessionaire hold-over after the expiration of the term of this Contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Contract, with continuous Consumer Price Index adjustment, as defined in **Exhibit D**, attached hereto and made part of this Contract, subject otherwise to all the terms and conditions of this Contract.

For purposes of this contract, the term "Contract Year" shall mean each one-year period of time that commences on the commencement date identified above, extending twelve (12) months thereafter, and continuing from each anniversary throughout the term of the Contract.

4. OPERATION TRANSITION

A. Condition of Premises: At the expiration or termination of this Contract, Concessionaire shall quit and surrender the Premises, including real property improvements, equipment, furnishings, supplies and materials inventory, reservation deposits, or equivalent thereof provided by State for Concessionaire's use, in a state of repair equivalent to the condition as received and sufficient for the purpose for which such property is intended and for the continuing operation of the concession, damage

by matters for which Concessionaire is not obligated by this Contract to repair or replace excepted, provided that such exculpatory provision shall not extend to any risk that Concessionaire is required to insure against as herein provided.

B. Transition Plan: Concessionaire shall cooperate with State to provide a smooth, coordinated transition from operations under the prior contract to the implementation of operations by Concessionaire under this Contract. Concessionaire shall work with State and the previous concessionaire in good faith to execute a "Transition Plan" and any closing documents necessary to ensure the continued provision of quality goods and services to the visiting public and a seamless transition in operations. Similarly, at the termination of this Contract, Concessionaire shall work in good faith to ensure a smooth transition to the next concession Contract.

C. Worker Retention: Concessionaire shall comply with the current Labor Agreement with Unite Here Local 483 until the expiration of said Agreement, marked as **Exhibit C** attached hereto and made part of this Contract, as it relates to concession employees. In addition, Concessionaire shall retain current and legally employed concession employees in the same or equivalent job classifications to the extent possible. Concessionaire shall give hiring preference to displaced employees of prior Asilomar concessionaires in order of seniority as determined by their total length of service under one or more previous Asilomar concessionaires. If a position in the employee's classification under the previous concessionaire is not available, employee shall be offered any other available position for which the employee is presently qualified. Concessionaire shall provide a reasonable period to train any employee eligible for retention for which no position is available in the employee's previous classification in order to qualify employee for another position.

5. RENT

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the sum of (as proposed) or (___ percent as bid()) of annual gross receipts, whichever sum is greater. Beginning at commencement of Contract Year Six (6) and on the first day of every fifth Contract Year thereafter, the (amount as proposed) Minimum Annual Rent shall be adjusted to reflect changes in the Consumer

Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure set forth in **Exhibit D**, attached hereto and made a part of this Contract. Concessionaire is responsible to reflect the required CPI adjustment in rental payments. Failure by Concessionaire to incorporate the accurate adjustment in rental payments will be considered a breach of contract giving rise to State's remedies as set forth below, including but not limited to the five percent (5%) late penalty to be applied retroactively for each month that rental payments do not reflect the required CPI adjustment.

Concessionaire shall make payment of rent and other payments to State in lawful money of the United States. However, if any payment made by a check, draft, or money order is returned to State due to insufficient funds or otherwise, State shall have the right, at any time after the return, upon written notice to Concessionaire, to require Concessionaire to make all subsequent payments in cash or by cashier's or certified check.

Beginning with the fifteenth (15th) day of the month following the opening of the concession for business, and on or before the fifteenth (15th) day of each month thereafter, Concessionaire shall furnish to State a verified statement of the concession's gross receipts for the preceding month. Such statement shall be in a format provided by State in a format substantially as shown in **Exhibit Q, Monthly Report of Operation, DPR 54**, attached hereto and made part of this Contract, or an alternative format approved by State, and shall specify the current period and cumulative total of gross receipts for the concession through the end of the preceding month for the then current Contract Year. Concurrent with such monthly statement, the Concessionaire shall pay to State the appropriate rental fee for the preceding calendar month as prescribed above. Payments to State shall be made to the order of the Department of Parks and Recreation and delivered to the District Office identified herein below or at such other location as may from time to time be designated by State. If, within any quarter of the Contract Year the total monthly percentage rental payment made or due during that quarter is less than twenty-five percent (25%) of the Minimum Annual Rent required for that Contract Year, the difference shall be remitted to the State with the first monthly rental payment following the quarter in which a shortfall exists. Reconciliation

of any overpayment will occur in a subsequent quarter within the Contract Year. Payments must be received by State on or before the fifteenth (15th) day of the month as described above. Any late payment shall constitute a breach of contract, giving rise to State's remedies as set forth below. Further, any late payment will be subject to a late penalty consisting of an administrative charge on the late amount, calculated at the rate of five percent (5%) of the amount of the late payment or portion thereof. The parties agree that the late charge represents a fair and reasonable estimate of the costs State will incur because of late payment. Acceptance of the late charge by State shall not constitute a waiver of Concessionaire's default for the overdue amount, nor prevent State from exercising the other rights and remedies granted under this Contract. Concessionaire shall pay the late charge as additional rent with the next monthly rent payment.

_____ **[Initials of concessionaire(s)]**

Any amount due to State, if not paid within five (5) days following the due date, will bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate legally permitted. However, interest shall not be payable on late charges incurred by Concessionaire, nor on any amounts on which late charges are paid by Concessionaire, to the extent this interest would cause the total interest to be in excess of that legally permitted. Payment of interest shall not excuse or cure any default by Concessionaire.

Upon written request by the Concessionaire to State demonstrating unusual or extenuating circumstances causing the late payment, the State, in its sole discretion, may waive in writing the late charge. Further, in the event Concessionaire is prevented from carrying on the operations contemplated herein by reason of an Act of Nature or other reasons beyond Concessionaire's control, and when requested in writing in advance by Concessionaire, Minimum Rent may be abated in proportion to the amount by which gross receipts are reduced by the occurrence for such period of reduced or non-operation, as determined in the sole discretion of State.

If this Contract is terminated by State because of Concessionaire's default, and if Concessionaire becomes liable for any deficiency in rent and/or fees by way of damages or otherwise, or if at any time during the Contract term Concessionaire ceases

to conduct in the Premises the business referred to herein below, then from and after the time of the breach causing this termination, or from and after the time of the cessation of business, all unpaid rent and/or fees prior to the breach causing termination or cessation of business shall become due and payable. The amount due shall be deemed to be the greater of: (a) the Minimum Rent provided herein, or an amount based upon the average of the payments that have accrued to State as percentage rent during the twenty-four (24) months preceding the termination or cessation of business, unless the termination or cessation occurs within three (3) years of the beginning of the Contract term, in which event the previous twelve (12) or fewer, if applicable), months shall be used as the basis of this average.

6. ADDITIONAL FINANCIAL REQUIREMENTS

Within thirty (30) days of the commencement of this Contract, Concessionaire shall establish and fund the Programs Support Account, which includes the Natural Resource, Cultural Resource, Interpretation and Education Programs; the Facility Improvement Account (FIA) and Facility Access Project as defined below with a financial institution licensed to do business in the Monterey Peninsula area and acceptable to State. The accounts shall be interest-bearing, with all interest accruing to the accounts. The accounts shall be structured so that any withdrawal from said account shall require the approval signature of State's authorized representative. A duplicate bank statement for accounts described in this section shall be mailed directly to the Monterey District office. To carry out the terms of this section, the parties agree to execute a **Trust Agreement** within 15 days of Contract execution in the form substantially as shown in **Exhibit E**, attached hereto and made a part of this Contract.

Within sixty (60) days after the conclusion of each Contract Year, at State's direction, any balance may be carried over for no more than one (1) Contract Year to accomplish State-approved projects or Concessionaire shall remit any unspent amount required to be spent under this section, as rent, in accordance with monthly rental payments as described in **Paragraph 5, Rent**.

A. Programs Support Account: At State's direction Concessionaire shall allocate and expend two hundred thousand dollars (\$200,000) per Contract Year,

increased annually at a rate of 2.5% per year, to accomplish programs and projects at Asilomar State Beach and Conference Grounds. The entire 2.5% annual increase shall be credited to the Cultural Resource Program from Contract Year Two (2) through Contract Year Five (5) and distributed equally between all three programs identified below from Contract Year Six (6) through the term of this Contract. State shall have final authority to establish priorities and methods to accomplish resource projects and expenditure of funds. The annual allocations shall be distributed as follows:

- 1) Natural Resource Management Program: At State's direction, Concessionaire shall allocate and expend one hundred twenty thousand dollars (\$120,000) per Contract Year to administer and implement the State's natural resource program as generally defined in **Paragraph 8** of this Contract.
- 2) Cultural Resource Management Program: At State's direction, Concessionaire shall allocate and expend fifty thousand dollars (\$50,000) per Contract Year to administer and implement the State's cultural resource program as generally defined in **Paragraph 9** of this Contract.
- 3) Interpretation and Education Program: At State's direction, Concessionaire shall allocate and expend thirty thousand dollars (\$30,000) per Contract Year to administer and implement the State's interpretive and educational programs as generally defined in **Paragraph 10** of this Contract.

B. Facility Improvement Account: Concessionaire shall deposit a minimum of two percent (2%) of gross receipts per month, concurrent with Concessionaire's monthly rental payment as described in **Paragraph 5** Rent, to fund building and facility improvements defined as all improvements, development, alterations, additions and betterments to existing buildings and facilities at Asilomar State Beach and Conference Grounds, consistent with **Paragraph 11** of this Contract.

C. Facility Access Project: At State's direction, Concessionaire shall fund and implement the State's **Accessibility Plan**, as summarized in **Exhibit G** attached hereto and made part of this Contract, for the cost of fifteen million dollars (\$15,000,000) and complete the project by Contract Year (*as proposed in proposal*). At a minimum, amounts equal to (\$15,000,000 divided by the number of years to complete the work as proposed in proposal) of the total projected cost shall be deposited into a

Facility Access Account within 30 days of the commencement of each Contract Year until outstanding accessibility projects are complete. The total value of improvements made by Concessionaire towards the implementation of the State's Accessibility Plan shall be calculated in accordance with **Paragraph 18**, Construction and Completion of Improvements. If the total cost of facility improvements to complete the Facility Access Project, as proposed by Concessionaire and approved by the State, is less than fifteen million dollars (\$15,000,000), an amount equal to the expenditure shortfall shall be deposited into the FIA, described in **Paragraph 6B** above or remitted as Rent, **Paragraph 5** at the State's discretion.

D. Operational Support Cost: In accordance with Public Resources Code Section 5080.25(c), and consistent with the State's Operating Program Guidelines as defined in **Exhibit F** attached hereto and made part of this Contract, Concessionaire shall pay, without offset, deduction, prior notice, or demand, the sum of five hundred thousand dollars (\$500,000) during the first Contract Year to offset State's costs of operations (direct and indirect). This amount shall be divided into 12 equal payments of forty-one thousand, six hundred sixty-seven dollars (\$41,667) and remitted to the State by the first of each month commencing with the first month's payment upon signature of this Contract by the Concessionaire. Beginning with the first month of the second Contract Year and annually thereafter, such payment shall be increased by 5%. Said payments shall be remitted to the State by the first of each month.

7. USE OF PREMISES

The Premises shall be used by the Concessionaire for the provision of high-quality visitor conference facilities and services in a manner and at a level consistent with or exceeding those traditionally provided at Asilomar and in accordance with the vision of the Park's General Plan. The manner of operation shall promote Asilomar's spirit of place; protect and accentuate the unique, one-of-kind nature of Asilomar; balance the dual objectives of providing a quality conference experience for park visitors and protecting the ecologically sensitive natural environment and Asilomar's historic integrity; and provide the opportunity for all visitors to relax and refresh.

Concessionaire shall operate the Premises in a manner that provides the public

with a high-quality retreat experience at reasonable and affordable prices.

The Use of Premises will be consistent with the Concessionaire funded Operation Plan, Facility Plan, and Interpretive Plan as proposed by Concessionaire and approved by State, and marked as **Exhibits H, I, and J** attached hereto and made part of this Contract. In addition, Use of Premises will be consistent with **Paragraph 42** Compliance with Laws, Rules, Regulations and Policies and the State's Accessibility Plan, marked **Exhibit G**.

Buildings, structures, architectural features and cultural landscapes that are designated as "historic" in **Exhibit L Furnishings and Equipment Inventory** shall be maintained in accordance with applicable laws pertaining to historic structures and their preservation including, but not limited to Public Resource Code Section 5024, 5024.5 and the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 C.F.R. 68 et seq.); the Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings; the Guidelines for the Treatment of Cultural Landscapes; and the National Historic Preservation Act (16 U.S.C. 470 et seq.), hereinafter referred to as "Historic Laws, Standards and Guidelines".

All alterations, additions, and improvements to and maintenance of the facilities eligible for inclusion on the National Register of Historic Places must comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 C.F.R. 68 et seq.); the Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings; the Guidelines for the Treatment of Cultural Landscapes; and the National Historic Preservation Act (16 U.S.C. 470 et seq.), hereinafter referred to as "Historic Laws, Standards and Guidelines".

Concessionaire shall update components of the Asilomar State Beach and Conference Grounds Operation Plan annually for review and approval by the District Superintendent or designee. This annual update shall be written and in the form substantially shown as **Exhibit K** attached hereto and made part of this Contract. District Superintendent or designee shall review, modify as necessary, and approve the annual update within forty-five (45) days following receipt. Concessionaire shall confer with District Superintendent or designee on updates and changes to the plan as necessary throughout the period covered in the plan.

The approved services to be provided by the Concessionaire include but are not limited to the following:

A. LODGING – Concessionaire shall operate all overnight lodging accommodations on site. Upkeep and improvements made shall be in accordance with the Concessionaire’s Operation Plan, marked **Exhibit H**, as submitted by Concessionaire and approved by the State, and any annual updates to the Plan.

B. CONFERENCE FACILITIES – Concessionaire shall give priority to conference use of the Premises. Space not used for conference purposes may be made available to the public on a first-come, first-served basis, as approved by the District Superintendent or designee.

C. CROCKER HALL (DINING FACILITIES) – Concessionaire shall provide high-quality food services, including conference meals, on-site catering, and barbeque events. Such services shall conform to the provisions of **Paragraph 7J**, Healthy Foods Initiative. Alcohol may be provided in accordance with **Paragraph 17**, Alcoholic Beverages.

D. GIFT SHOP – Concessionaire shall operate a retail store offering gifts, sundries, toiletries, and souvenirs to the public. Gift and souvenir sales shall be limited to those items that are consistent with and support the mission of California State Parks and are appropriate for the public’s use and appreciation of Asilomar. State reserves the right to review and approve or disapprove items offered for sale including such items that may be offered through the internet. Concessionaire shall prominently devote a minimum of 10% of sales space, for the display and sale of State Park exclusive merchandise including State Park passes. State shall provide a list of the State Park exclusive merchandise to the Concessionaire.

E. ASILOMAR PARK OFFICE – STATE PARKS

Concessionaire shall provide to State for State’s exclusive occupancy and use an Asilomar State Beach and Conference Grounds Park Office within conference grounds or other location acceptable to the State. Office equipment to be provided shall include but not be limited to items identified on **Exhibit L Furnishings and Equipment Inventory**, attached hereto and made part of this Contract.

1) Concessionaire shall, without cost to the State, provide office equipment, furnishings, computers, printers, scanner, copier, storage units, supplies, materials and related accessories. All associated utility installation and service fees, including lines, wireless and high-speed internet access, shall be paid by Concessionaire.

2) Concessionaire supplied equipment shall meet State specifications and shall be maintained, upgraded, and/or replaced by Concessionaire in a manner and on a schedule consistent with State standards.

3) Concessionaire shall, without cost to the State, provide maintenance and housekeeping for the office and provided equipment.

F. STATE PARK RESIDENTIAL HOUSING

Concessionaire shall provide to State for State's exclusive occupancy and use up to two (2) residences for State park employees. Concessionaire shall maintain and repair the exterior of residences in accordance with State standards.

G. MOTT TRAINING CENTER

Concessionaire shall provide and maintain accommodations and services necessary for the operation of State's annual training programs at the William Penn Mott Jr. Training Center located in the East Woods complex of Asilomar Conference Grounds at the State's discretion. Lodging facilities include use of Deer Lodge, Live Oak and Tree Tops or equivalent. Concessionaire shall be responsible for maintenance and housekeeping of training facilities referenced in this section and the quality of goods and services provided to the training center and its participants shall be at least equivalent to those provided by Concessionaire to the public.

1). State shall pay Concessionaire for lodging and meals provided to training participants. Rates shall be assessed on a per person, per day basis at \$50.11 for full services, \$28.76 for meals only; and \$21.23 for rooms only during Contract Years One (1) through Five (5). Beginning with Contract Year Six (6) and every fifth Contract Year thereafter, Mott Center Rates shall be adjusted for changes in the Consumer Price Index as described in **Exhibit D, Consumer Price Index (CPI) Adjustments**.

2) Full services apply to participants who lodge and receive all meals on the grounds provided by Asilomar; meals only applies to participants who are not lodged on the grounds but receive meals on the grounds provided by Asilomar; rooms only applies

to a participant lodged on grounds but does not take weekend or day-off meals provided the Training Center has furnished the Concessionaire with written notice within seventy-two hours (72) of those persons not taking meals.

3) In accordance with a Standard 213 Standard Agreement, a sample attached hereto and marked **Exhibit M**, each fiscal year, and subject to availability of funds, the State shall encumber approximately one million two hundred thousand dollars (\$1,200,000) for payment to Concessionaire for the services provided by Concessionaire for the State's training participants. Upon satisfactory completion of services for each program, State shall pay Concessionaire in arrears upon receipt of invoice for services rendered. Invoices shall show the numbers and names of the training participants each day, per diem rate for each and the total amount due. Concessionaire shall submit invoice in triplicate to the State's Training Officer. It is the intent of the State to appropriate these funds each fiscal year using this Contract, once executed, as authority for these expenditures throughout the term of the Contract.

4) State shall have first right of refusal for exclusive use of the East Woods Complex guest rooms for Mott Training Center attendees for the nine-month period between September 16 through June 15 each year throughout the term of the Contract. State reserves the right to submit a written request to Concessionaire each year to make adjustments to the start or end dates of this nine-month schedule as State's needs change and any agreement to adjust the schedule shall be written. Concessionaire may also provide State with scheduling preferences.

5) With no earlier than two weeks notice to Concessionaire, State may use other available lodging or conference facilities on the Premises at the prevailing California State Government rate for lodging expenses.

6) State shall make a good faith effort to release all unassigned or unoccupied guest rooms, and use of the Madrone Conference Room, to Concessionaire for sale to the public at the earliest possible time. Upon written notification of release by State, Concessionaire may utilize such unoccupied facilities for public lodging and conference use as provided in this Contract. Concessionaire shall be responsible for replacement or repair of any lost or damaged State property when using conference rooms.

7) State shall provide written notice at least ten (10) calendar days prior to the start of a scheduled program or program cancellation. Should State fail to provide such notice, Concessionaire may charge the State the cost of lodging for the scheduled number of participants for each cancelled day within the ten (10) day notice period. For example, if written notice of cancellation is received six calendar days prior to the scheduled start of a program for which 20 participants had been scheduled, Concessionaire may charge the State the cost of lodging for the 20 participants for four days. State shall not be charged for canceled lodging that the Concessionaire is able to rent to another party. Concessionaire shall make all reasonable effort to rent said lodging.

8) Concessionaire shall provide lodging and meals for all training participants commencing at 1500 hours prior to the first day of training though 1500 hours on the last day of training.

9) Meals for training participants shall be provided at the following times: 7:15 a.m. for breakfast, 12:00 noon for lunch, and 6:00 p.m. for dinner. State and Concessionaire shall work together to accommodate any reasonable adjustments to this schedule. .

H. FURNITURE, FIXTURES AND EQUIPMENT

For the purposes of this Contract, "equipment" shall include all apparatus used to support an operation or activity. "Furnishings" shall include all apparatus used to facilitate the comfort and convenience of the consumer. All equipment and furnishings, furniture, accessories and fixtures shall reflect the rustic aesthetics of the area and harmonize with the natural setting.

1) Maintenance of Furniture, Fixtures and Equipment – Concessionaire shall maintain, replace, repair or otherwise keep all equipment and furnishings as prescribed by the manufacturer in good working order throughout the term of this Contract, such that the Premises, equipment, and furnishings are fully operational upon termination of this Contract.

a. No furnishings or equipment shall be replaced without written approval of the District Superintendent or designee.

b. Any damage to furnishings, fixtures or equipment, including to its

appearance and/or function shall be repaired and/or remedied within ten (10) business days of being noted. Any delay to said repair or remedy shall be approved by the District Superintendent or designee.

c. Concessionaire shall maintain in good condition all concession and Asilomar park unit vehicles in accordance with State standards for appearance. Damages including scratches and other cosmetic problems must be repaired within thirty (30) days of being noted. Concessionaire shall provide fuel for all concession and Asilomar park unit vehicles.

2) Furniture and Equipment Inventory – An initial inventory of furnishings and equipment is attached hereto as **Exhibit L Furnishings and Equipment Inventory**. Concessionaire shall maintain this inventory throughout the term of this Contract and shall note on said inventory all additions and deletions to the list including pertinent information on cost, date of purchase, manner of disposal, salvage value, and other information relevant to the management of Asilomar property. Concessionaire and State acknowledge that equipment and furnishing needs will change throughout the life of this Contract. Concessionaire shall provide a copy of this inventory to State for approval within thirty (30) days of the end of each Contract Year or upon State's request.

a. Sixty (60) days prior to Contract termination, Concessionaire shall at no cost to the State, submit a Pre-Closing Inventory, conducted by a qualified third party, acceptable to the State, for the review and approval of the District Superintendent or designee. All items on the inventory, including but not limited to furnishings and equipment shall be entered and tracked, by the third party, into a State approved database.

b. Concessionaire shall resolve all non-acceptable items on the pre-closing inventory in conjunction with any other transition activities with the new concession contract or concessionaire. Cure of non-acceptable items may include provision of any missing items or replacement of any substandard items or cash payment equivalent to such missing or substandard items. Once approved, no changes to this inventory may occur without State approval.

3) Replacement Proposal – At the start of each Contract Year, Concessionaire shall prepare and submit for approval a Furnishings, Fixtures, and Equipment Replacement Proposal as part of the Concessionaire's Annual Operating Management Plan, a sample of which is marked **Exhibit K** attached to this Contract. If the Proposal is disapproved, such disapproval must be in writing from District Superintendent or designee and be provided to Concessionaire within 30 days from the date submitted. If State does not respond within this timeline the Proposal shall be considered approved. Upon approval, at its sole cost and expense, Concessionaire shall provide, replace, substitute, maintain, and/or upgrade all equipment, furnishings, goods, and supplies as might be necessary to completely equip the facilities. Concessionaire shall replace equipment, fixtures, furnishings, goods and supplies with items of equal or greater value, quality, and utility.

4) Ownership – All furnishings, fixtures, equipment, materials, supplies, substitutions, additions, and betterments thereto, whether provided by State or Concessionaire shall be the property of the State and title to same shall vest with the State, except where Concessionaire has obtained written approval from the District Superintendent or designee to allow Concessionaire to retain title to specified personal property purchased and maintained exclusively by Concessionaire for Concessionaire's use in the operation and maintenance of the Premises.

At no time and in no event shall State be obligated to supply any new or replacement furnishings, fixtures, equipment, or supplies.

I. RESERVED PROPERTY

Reserved Property includes historic artifacts and other historic items that relate to integral parts of Asilomar facilities. Historic artifacts include such items as photographs, manuscripts, architectural drawings, and objects associated with the history of Asilomar and that are part of the State's historic collections. Other Reserved Property items include but are not limited to removable architectural fixtures and decorative building elements, including historic signage and panels, movable and built-in furniture, draperies, and landscape features.

1) Use and Custody – Concessionaire acknowledges that Reserved Property requires special attention, care, and treatment. Items of Reserved Property left on the

Premises and/or made available to Concessionaire for use in the operation and interpretation of Asilomar shall be provided by State in accordance with a custody agreement, DPR 928, Museum Collections Loan Agreement attached hereto and made part of this Contract as **Exhibit N**. Said document(s) shall be executed between State and Concessionaire prior to Concessionaire use of Reserved Property or within 30 days following Contract execution.

2) Care and Maintenance – All artifacts used by Concessionaire shall be displayed, used, and maintained in accordance with the guidelines set forth in the State’s program for artifact management and the executed custody agreement document(s) reference above. Reserved Property shall be managed in accordance with all other applicable provisions and procedures governing the care and protection of artifacts and historic architectural property.

3) Inventory – Concessionaire shall maintain a current inventory of all Reserved Property under its care. Concessionaire shall provide this inventory to the District Superintendent or his/her designee for review and approval within thirty (30) days of the start of each Contract Year. Concessionaire shall cure all non-acceptable items on the Reserved Property inventory within thirty (30) days of notice. Cure of non-acceptable items may include provision of any missing items, replacement with in-kind items, or cash payment equivalent to such missing or damaged items.

4) Acquisition of Property – In the event Concessionaire is presented with the opportunity to acquire Asilomar-related historic artifacts or movable architectural elements or furnishings by gift or donation, Concessionaire shall direct the source of such items to the District Superintendent or designee for consideration. In the event Concessionaire comes into possession of Asilomar-related historic artifacts or movable architectural elements or furnishings by any means during the term of this Contract, such items shall become the property of the State. State shall be so notified immediately to ensure accession of such items in accordance with State’s policies and procedures. Accession or disposal of Reserved Property is the sole right of State as governed by applicable statute and regulation.

J. **HEALTHY FOODS INITIATIVE:** As the primary providers of food products in California State Parks, participation by concessionaires in the State's efforts to promote healthy and sustainable food practices is critical. To that end and in accordance with State's mission to "provide for the health" of Californians, Concessionaire shall promote the importance of healthy, locally and sustainable grown, organic foods from California, and shall use sustainable practices, organic ingredients, and recycled products whenever possible. These practices shall include the following:

1) To the extent possible, Concessionaire shall develop a network of local farmers and ranchers who are dedicated to sustainable agriculture and can assure a steady supply of pure and fresh ingredients from California.

2) Concessionaire shall offer a selection of food and beverage items that conform to the definition of "healthy" foods as defined by the U.S. Department of Agriculture and the Food and Drug Administration in the Code of Federal Regulations, Title 9, Section 317 and Title 21, Section 101.

3) Concessionaire shall offer a selection of beverages with no sugar added, such as bottled water, natural fruit juices, and vegetable juice.

4) Concessionaire shall provide food products grown in California that are as pure and natural as possible, without synthetic additives, pollutants, or unnecessary packaging and marketing.

5) Concessionaire shall work with State to develop interpretive materials and programs that demonstrate the vital role of food in human culture, and how food affects quality of life.

6) To the extent possible, Concessionaire shall offer interpretive demonstrations regarding the sound and sustainable production of food and healthful and traditional means of cooking.

8. NATURAL RESOURCE MANAGEMENT PROGRAM

The popularity of Asilomar State Beach and Conference Center is due largely to its location in a natural setting along the coastline of beautiful Monterey Peninsula. Pine forest, native dunes, deer and other wildlife, tide pools, marine mammals, several endangered species and a mile of coastline are shared by visitors to this special unit of

the California State Park system. Natural resource management projects and the methods by which to accomplish such projects shall be identified by the State. Concessionaire shall fund a full-time State Park Environmental Scientist from the State Operational Support Fund to plan and implement the State's Natural Resource Management Program. Natural Resource Management funds as described under **Paragraph 6A** shall include forest restoration, protection and enhancement, including replanting of Monterey pine and understory vegetation; dune restoration and preservation; wildlife management including improvement of habitat and control of nonnative wildlife; endangered species management and protection; exotic plant species control; marine mammal and coastline resource protection; maintenance of native plants along the coastal terrace; native plant nursery operations; annual inspections and monitoring of natural resource conditions.

The Natural Resource Management funds may not be used for housekeeping and maintenance responsibilities identified in **Paragraph 27** of this Contract.

9. CULTURAL RESOURCE MANAGEMENT PROGRAM

Asilomar State Beach and Conference Grounds contains significant cultural and historic resources. It represents one of the nation's best designated landscapes, seamlessly unites the dramatic natural setting with the built environment. Therefore, the Asilomar Conference Grounds are recognized as a National Historic Landmark (NHL), the highest federal designation which identifies and honors the Julia Morgan-designed buildings and their unique and historical seaside setting as nationally significant.

Concessionaire shall balance the dual objectives of providing a quality conference experience to the public and protecting the historically significant cultural environment that makes Asilomar unique.

To ensure the "character-defining" aspects of the Asilomar National Historic Landmark are not impacted, all work conducted on its resources must comply with the Secretary of the Interior's Standards (SOI). Adequate documentation of cultural resources must be undertaken prior to any work being accomplished.

Concessionaire shall fund a full-time State Park employee who meets SOI Standards for a qualified Historian from the State Operational Support fund to

administer and implement the State's Cultural Resource Management Program. Cultural Resource Management funds will provide for the evaluation of historic buildings and features outside the historic core, investigation of archeological sites, management of museum collections, development and maintenance of a cultural resource database, archival research, and monitoring cultural resource projects.

10. INTERPRETATION AND EDUCATION PROGRAM

The natural and cultural history of Asilomar State Beach and Conference Grounds shall be presented and interpreted for the education and enjoyment of the visiting public. Interpretation and education are based on the premise that knowledge deepens the park experience and provides lasting benefits, not only to the individual, but also to society in general. Interpretation and education assist in the preservation of valuable resources by educating visitors about their impact on resources and encouraging respect of those resources.

Interpretive programs are conducted primarily by State Park staff at Asilomar. Program themes are outlined in the park unit's General Plan and programs are provided through a variety of methods. Interpretive programs and activities include talks and tours; audio tours; programs to protect and restore natural habitat in conjunction with area schools and youth organizations; coordination of park signage and the dissemination of park information materials; marine programs focused on youth and the local community; programs to reflect historical information and to inspire interest and appreciation of resources and Asilomar's sense of place; opportunities for concession employees to learn and participate in the interpretation and education about Asilomar, the State Park system, and local points of interest; programs in conjunction with local community annual events; and development of special activities for Asilomar's Centennial Celebration in 2013.

11. FACILITY IMPROVEMENTS

In accordance with **Paragraph 6**, Other Financial Requirements, Concessionaire shall establish and fund a Facility Improvement Account (FIA) for construction of new buildings and facilities, all improvements, development, alterations, and additions of

buildings and facilities. These funds shall not be used for housekeeping and ongoing maintenance identified in **Paragraph 27** of this Contract. At State's direction, Concessionaire shall be responsible for the implementation of this program, including project planning, development, implementation, execution, and administration of any required construction contracts and the expenditure of funds from the FIA. State shall identify the projects, set priorities, and approve all program expenditures in advance.

Prior to initiating any facility improvement or construction project, and no later than sixty (60) days from the start of each Contract Year, Concessionaire shall meet and confer with the District Superintendent or his/her designee to discuss and review the annual maintenance plan for the expenditure of FIA funds during the current and future Contract Year(s). Subsequent to such meetings, State shall provide Concessionaire with specific written direction for each approved project. Such project direction shall follow the guidelines and directives of the General Plan and comply with all Historic Laws, Standards and Guidelines. Upon receipt of written direction for any project, Concessionaire shall adhere to **Paragraph 18** Construction and Completion of Improvements, to plan, design, undertake, and complete the specified project with due diligence.

Concessionaire shall provide State with monthly account statements issued by the financial institution holding the account. Within sixty (60) days after the conclusion of each Contract Year, Concessionaire shall provide to State an itemized statement document all expenditures from the FIA for the previous Contract Year. If said expenditures, as approved and accepted by State, exceed available FIA funds, the excess expenditure shall be credited to Concessionaire's account allocation for the following Contract Year. Any account balance, including accrued interest, shall carry over to the next Contract Year.

At any time, should State determine and so notify Concessionaire in writing that FIA funds have been expended by Concessionaire for purposes other than those specifically approved in writing by State, Concessionaire shall reimburse the account within thirty (30) days of such notification of the total amount in question including interest that would have accrued had such unauthorized expenditure not been made.

Notwithstanding the foregoing, at its sole discretion and at any time during the term of the Contract, State may elect to receive all or part of the funds retained in the FIA including accrued interest. Within thirty (30) days of request by State, Concessionaire shall cooperate in signing any documents necessary for the release of funds from the FIA to State.

Capital Improvement Project – Kitchen (***Optional Depending on Proposal Information***) The Concessionaire shall, without cost to the State, design and upgrade kitchen facilities with quality equipment and fixtures as approved by the State to meet current commercial kitchen standards and specifications and comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties (SOI Standards). The scope of work is as set forth in **Exhibit I** as submitted by Concessionaire and approved by the State attached hereto and made part of this Contract. To the extent possible, the remodel shall incorporate a "demonstration kitchen" that provides access to park visitors to view healthy food preparation techniques and that can be used to host educational food and cooking programs. (*Optional depending on Proposal Information: Associated operations meet LEED standards to maximize operational efficiency while minimizing environmental impacts.*) .

12. PROJECT ADMINISTRATIVE FEE

For any project the Concessionaire is required to complete under the Facility Access and Facility Improvement Accounts described in **Paragraph 6**, Concessionaire may assess a five percent (5%) Administrative Fee not to exceed \$75,000 annually to cover the costs associated with the administration of the project. Such projects subject to an Administrative Fee shall be submitted to State in writing for advance approval and specify the Administrative Fee amount attached to the specific project.

13. PUBLIC MEETINGS

If Concessionaire is governed by a board of directors, one or more State-designated representatives shall be present at all meetings of the board of directors relating to the construction, maintenance, finances, or operation of the concession on the Premises and such meetings shall be conducted at least quarterly on the Premises

in accordance with the Bagley-Keene Open Meeting Act (Article 9 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code, coming with Section 11120). If Concessionaire is not governed by a board of directors, Concessionaire shall hold quarterly meetings on the Premises, at which one or more State-designated representatives shall be present, and conducted in accordance with the Bagley-Keene Open Meeting Act.

14. DISPUTE RESOLUTION

The concession contract is the vehicle for compliance and resolution of Concessionaire issues. Resolution of Concessionaire issues shall begin at the District level and any appeal actions shall adhere to the State's formal chain of command. Concessionaire, the District Superintendent and the Chief of Concessions shall make every effort to resolve issues at the lowest possible level, taking into account the terms and conditions of the concession contract and the resulting benefits to park uses, the State, and Concessionaire.

15. BONDS

All bonds required under this Contract must be in a form satisfactory to State, issued by a corporate surety licensed to transact surety business in the State of California.

a. Performance Bond: Concessionaire, at Concessionaire's own cost and expense, agrees to obtain and deliver to State, prior to the commencement date of this Contract and prior to entering the Premises, and shall maintain in force throughout the term of this Contract, a valid Performance Bond payable to the State (which may be renewed annually) in the sum of the Minimum Annual Rent as set forth in **Paragraph 5**. This bond shall insure faithful performance by Concessionaire of all the covenants, terms, and conditions of this Contract inclusive of, but not restricted to, the payment of all rentals, fees, and charges and prompt performance of and/or payment for all maintenance obligations. In lieu of a bond, the Concessionaire may substitute another financial instrument (such as an Irrevocable Standby Letter of Credit), which must be sufficiently secure and acceptable to State. At least thirty (30) days prior to the

expiration or termination of said bond or acceptable financial instrument, a signed endorsement or certificate showing that said bond or financial instrument has been renewed or extended shall be filed with the State. Within 15 days of State's request, Concessionaire shall furnish State with a signed and complete copy of the valid bond or financial instrument.

Beginning with Contract Year Two (2), and on the first day of every fifth Contract Year thereafter, the required bond amount shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure previously identified as **Exhibit D**, attached hereto and made a part of this Contract.

b. Construction Payment Bond: Prior to the commencement of construction required hereunder, Concessionaire shall furnish the State with a bond, listing Concessionaire's contractor(s) as principals, in a sum not less than **fifty percent (50%)** of the total cost of the construction. The bond shall guarantee payment by Concessionaire of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect the State from any liability, losses, or damages arising thereafter. In no event shall Concessionaire allow the imposition of a mechanics' lien or other lien on the concession property, and at its sole expense shall take all steps to remove such liens or the threat of such liens.

c. Construction Performance Bond: Prior to the commencement of construction required hereunder, Concessionaire shall furnish the State with a bond, listing Concessionaire's contractor(s) as principals, in a sum not less than **fifty percent (50%)** of the total cost of the construction. The bond shall guarantee faithful performance of the construction by Concessionaire.

Concessionaire acknowledges that allowing the Performance Bond or other security instrument(s) to expire or otherwise terminate and/or allowing the total secured amount to fall below the security required herein will cause State to incur costs and significant risks not contemplated by this Contract, the exact amount of which will be difficult to ascertain. These costs include, but are not limited to, administrative costs and other expenses necessary to ensure continued performance of services for the public and protection of the Premises. Accordingly, if Concessionaire allows the

Performance Bond or other security instrument to expire or otherwise terminate and/or allows the total secured amount to fall below the security required pursuant to this Contract, Concessionaire shall pay to State an amount equal to five percent (5%) of the required security or five thousand dollars (\$5,000), whichever is greater. The parties agree that this charge represents a fair and reasonable estimate of the costs State will incur. Acceptance of this charge by State shall not constitute a waiver of Concessionaire's default, nor prevent State from exercising the other rights and remedies available to it under this Contract or applicable law, including the right to terminate this Contract and seek the payment of damages.

_____ [Initials of concessionaire(s)]

16. **INSURANCE**

A. Concessionaire shall provide before entering the Premises and shall maintain in force throughout the term of this Contract the following insurance:

1) Liability Insurance:

- Commercial General Liability
- Products Liability
- Liquor Liability
- Automobile Liability (for all owned, non-owned, and hired vehicles used by Concessionaire in the conduct of business under this Contract)

Each policy of liability insurance described above shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damages combined.

2) Workers' Compensation Insurance: Concessionaire acknowledges laws which require every employer to be insured against liability for Worker's Compensation and Concessionaire affirms to comply with applicable requirements of the Labor Code of the State of California. A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of

California. Such insurance shall include employer's liability coverage of one million dollars (\$1,000,000) and shall specifically cover all persons providing services by or on behalf of the Concessionaire and shall cover all risks to such persons under this Contract.

3) Fire Insurance: Fire insurance with extended coverage endorsements thereon on all improvements located on the Premises, whether furnished by State or constructed upon the Premises by Concessionaire, in an amount equal to the full replacement cost and/or value thereof. This policy shall contain a replacement cost endorsement naming the Concessionaire as the insured provided that if there is a lender on the security of the improvements so insured, the proceeds of any such policy or policies may be made payable to such lender.

4) Business Interruption Insurance: Guarantees State's rental revenue stream during any period of non-operation or any period of curtailed operation not solely attributable to State. Policy shall guarantee such compensation for a minimum period of one (1) year.

B. In the event of destruction, loss, or damage by fire or other cause of any of the State-owned buildings, improvements, or fixtures located on the Premises that the State determines (1) to be essential to the continued operation of the Contract and (2) cannot be repaired within one-hundred-eighty (180) days of the occurrence, the State may terminate this Contract. A decision by the State to terminate the Contract under this provision shall be communicated in writing to Concessionaire as soon as practicable. If the Contract is so terminated, State shall be entitled to the proceeds payable under any applicable insurance policies pertaining to the loss as its interest may appear. Receipt of such proceeds by State shall be in addition to the right of State to pursue whatever other remedies it may have to recover any losses due to the occurrence. If the State determines not to terminate the Contract, then, in State's discretion, any buildings, improvements, or fixtures built in replacement of any damaged or destroyed property shall be subject to the terms and provisions of this Contract as if they had existed at the onset. In no event shall the provisions of this paragraph be deemed or construed to relieve Concessionaire from the requirement to repair or

replace any damaged or destroyed property except as specifically excepted by express terms of this Contract.

C. Each policy of liability insurance shall contain additional named insured endorsements in the name of the State of California, through its Department of Parks and Recreation, as to all insurable interests of the State including, but not limited to, the premises and all contents as follows:

- 1) State of California, its officers, employees, and servants are included as additional insured but only insofar as operations and facilities under this Contract are concerned;
- 2) The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to State.

D. No cancellation provision in any insurance policy shall diminish the responsibility of Concessionaire to furnish continuous insurance throughout the term of this Contract. Each policy shall be underwritten to the satisfaction of the State. A signed certificate of insurance with each endorsement required shall be submitted to State at the time this Contract is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, Concessionaire shall submit to State a signed and complete certificate of insurance with all endorsements required by this paragraph, showing to the satisfaction of State that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, Concessionaire shall furnish State with a signed and complete copy of the required policy.

17. ALCOHOLIC BEVERAGES

Concessionaire may sell beer and wine for on-premises consumption, but only where such beer and wine is served with bona fide meals provided within the dining hall, or where served in other areas where meals are commonly provided, or where served in conjunction with guest gatherings catered on the Premises by Concessionaire. No other alcoholic beverages shall be sold. A competent adult person twenty-one (21) years of age or over shall be on the premises at all times to supervise the sale of alcoholic beverages. Further, the sale of alcoholic beverages shall be subject to any

regulations established for the State Park System by the Director of the Department of Parks and Recreation and the regulations established by the Department of Alcoholic Beverage Control. To protect the health and safety of park visitors and to preserve the peace within the park, the District Superintendent or designee, at his/her own discretion, may require Concessionaire to temporarily discontinue the sale of alcoholic beverages. Concessionaire shall work closely with the District Superintendent or designee in the development and management of its alcoholic beverage program. State reserves the right to prohibit or modify the manner and circumstances of the sale and/or service of alcoholic beverages by Concessionaire.

18. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

A. Facility Improvements: Any facility improvements undertaken by Concessionaire and approved by State including projects related to the Capital Improvement, Facility Improvement Account and State's Facility Access Plan shall comply with the following procedures. State reserves the right to modify these procedures as is reasonable and necessary for proper development of the facility and compliance with SOI Standards. For all Facility Plans whether proposed by Concessionaire or required by State, Concessionaire shall be responsible for the scheduling and securing of all environmental permits, design, construction permits, construction, construction mitigation measures, completion and installation of facility improvements, décor, equipment, fixtures, and furnishings as described in the Concessionaires Facility Plan, incorporated herein and made part of this Contract as **Exhibit I**. Implementation of the Plan shall be in accordance with the State's Guidelines for Construction and Completion of Improvements, as provided by State and which may be updated from time to time, and generally as follows:

- 1) Plan Amendment: Within fourteen (14) days of the execution of this Contract, Concessionaire shall meet with State to modify and amend the Facility Plan as is reasonable and necessary to meet the intention of the State for this concession operation and mission of the State. This shall be known as the "Concept Level Phase"
- 2) Schematic Design: Within four (4) weeks of amending the Facility

Plan, Concessionaire shall provide to State for its review and approval a Schematic Design. The State shall not unreasonably withhold such approval. The objective of the Schematic Design is to clearly define the Facility Plan as amended and should include a site plan, building floor plans, all building elevations, outline specification and any additional detailed specifications necessary to describe project work, floor area usage, Critical Path Method (CPM) Gantt-type chart construction schedule, and Preliminary Statement of Probable Construction Cost. In developing such materials, Concessionaire shall consider the Project Evaluation Form completed and provided by State to evaluate environmental permitting requirements. If the State disapproves any element of the program statement, Concessionaire shall promptly submit to State all necessary modifications and revisions.

3) Design Development: Within four (4) weeks of State's approval of Concessionaire's Schematic Design, Concessionaire shall submit the Design Development for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Design Development is to define and describe all the important aspects of the Facility Development project and should include the necessary details of each element of the Schematic Design to adequately convey key conditions of major improvements. In addition, the Design Development should include Reflected Ceiling Plans, Schedules, Structural Requirements, Plumbing, Mechanical, and Electrical Plans, Food Service Requirements, Color Boards, Material and Systems Specifications, and an updated construction schedule and Preliminary Statement of Probable Construction Cost. If the State disapproves any element of the Design Development, Concessionaire shall promptly submit necessary modifications and revisions.

4) Working Drawings: Within four (4) weeks of State's approval of Concessionaire's Design Development, Concessionaire shall submit Working Drawings for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Working Drawings is to set forth in detail the requirements for construction of the Facility Plan including bidding and

contracting. At a minimum, the drawings should include all Design Development elements plus: complete documentation of quantities, qualities, and relationships of all work required to construct the Facility Plan; documentation of decisions made in the Design Development phase; all documentation needed for obtaining regulatory and State approvals; construction schedule; and the final Statement of Probable Construction Cost. If the State disapproves any drawings, plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions. Once approved, the Working Drawings will be made a part of the Facility Plan and incorporated as **Exhibit I** in this Contract. No changes or alterations shall be made to the approved Working Drawings without prior written approval of State.

B. Use of Consultants: Concessionaire shall employ licensed contractor(s) in the completion of all required construction work. Additionally, Concessionaire shall utilize professional contractors and consultants, including architect(s) and engineer(s), acting in accordance with the latest American Institute of Architects' standards of practice to develop comprehensive construction plans, including schematic design plans, design development plans, and working drawings, and to conduct independent inspections and monitoring of all construction. Concessionaire agrees to select contractors and consultants who are fully licensed to practice in the State of California and are acceptable to the State. All contractor(s) must comply with State operation standards and safety program. However, in no event shall State be deemed to have control of or be responsible for Concessionaire's final hiring decisions, the day-to-day management of the project, or administration of contracts with contractors or consultants. Contracts between Concessionaire and any contractor or consultant must be approved in writing by State in advance of execution by Concessionaire.

C. Permits: At its sole cost and expense, including mitigation costs, Concessionaire shall obtain all permits, licenses, and other approvals necessary for the construction and completion of the Facility Plan as proposed by Concessionaire and approved by the State. Such permits may include, but are not limited to, those required by the CEQA, Public Resources Code 5024, County Health Department, California Coastal Act, California Building Code, and State Fire Marshal. Any plans to comply with

the Americans with Disabilities Act of 1990 (ADA) require written approval from State's Accessibility Section, in accordance with Section ##, "Disabilities Access Laws", of this Contract. Concessionaire shall reimburse State for all costs incurred by State on behalf of Concessionaire in association with acquisition of said permits. State will produce records of such costs for review by Concessionaire on a monthly basis. The State shall cooperate with Concessionaire with respect to securing said permits including the execution of documents required by a governmental authority to be initiated by State. Consistent with the approved Facility Plan, in the event Concessionaire, having exercised all due diligence in applying for and seeking all approvals, cannot secure all required permits within two (2) years from Concessionaire's taking possession of the Premises, the State shall have the option to terminate this Contract.

D. State Review/Approval/Acceptance of Plans and Work: Concessionaire shall allocate a minimum of thirty (30) days in construction schedules for each required review by State. Concessionaire shall reimburse State for all costs incurred by State for reviews, inspections, monitoring, and approvals of plans and work. State will produce records of such costs for review by Concessionaire on a monthly basis. State's approval of the plans and work shall be for the purpose of determining that such work conforms in scope and quality to State's policies and standards, and in no way shall relieve Concessionaire or its contractors or subcontractors of the responsibility to perform and complete the work (1) in accordance with generally accepted industry standards, (2) faithfully adhering to the approved plans, specifications, and drawings, and (3) in accordance with all applicable codes, laws, regulations, or other requirements, including but not limited to, the standards contained in this Contract. Permission to start construction will not be granted until all required permits and approvals have been secured.

E. Alterations: It is the intent of this Contract and the contracting parties that the concession facilities contemplated herein shall not only be constructed in accordance with the requirements herein, but in coordination with State's development of the unit. The State, in its discretion after consultation with Concessionaire, may alter the Facility Plan and Working Drawings, and/or the construction timeline to agree with its schedule of development for the unit. Any changes to the timeline shall not be earlier

than the dates set forth in the Working Drawings and construction schedule, as approved by State, except with concurrence of Concessionaire.

F. Completion of Improvements: Upon State approval of the Working Drawings and receipt of all required permits, licenses, and other approvals, Concessionaire shall commence construction to the facility as described herein, and prosecute the same to completion with all due diligence and within **four (4) months**. Such time shall be extended as reasonably necessary in the event of delays caused by fire, earthquakes, wars, strikes, adverse weather, or other calamity beyond Concessionaire's control. Concessionaire shall hold monthly or more frequent status meetings throughout the period of construction, which shall include representatives of the general contractor, appropriate subcontractors, a representative of Concessionaire, and a representative of the State.

Upon completion of construction, Concessionaire shall (1) file a Notice of Completion of Construction in County within which work was executed, and identify State as recipient of recorded document; (2) secure Certificate of Occupancy if required by State Fire Marshal; (3) provide State with a complete set of "as-built" plans and updated specifications for all improvements in a format acceptable to State; (4) submit evidence that all improvements are clear of any mechanic's liens; (5) have work certified by a licensed architect or engineer to be in compliance with the Working Drawings as approved by State and all applicable building or other laws, codes, or regulations; (6) secure sign-off for CEQA compliance; and (7) submit an account of the cost for all facility improvements, excluding equipment and trade fixtures that are the personal property of Concessionaire.

The cost accounting as required by item (7) above shall include cost statements and substantiating invoices for all project expenses including labor and materials. After such accounting has been examined by State, State in its sole discretion will establish in a reasonable and fair manner the cost of facilities and improvements for the purposes of evaluating Concessionaire's compliance with the facility development expenditure requirements of this Contract. In the event such accounting is not filed by Concessionaire at the time specified, State shall estimate the cost of the project and serve notice of same on Concessionaire in the manner provided herein.

When Concessionaire has obtained lien releases, filed the Notice of Completion, received Certificate of Occupancy as required, and received written acceptance from the State, subject to all other provisions of this Contract, Concessionaire shall have the right to commence concession business operations.

19. CONTRACT NOTICE

Any notices required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

Concessionaire at: Concessionaire
 Concessionaire
 City, State Zip
 xxx-xxx-xxxx

State at: Department of Parks and Recreation
 Monterey District
 2211 Garden Road
 Monterey, California 93940
 831-649-2836

Copy to: Department of Parks and Recreation
 Concessions, Reservations and Fees Division
 P.O. Box 942896
 Sacramento, California 94296-0001

The address to which notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, but nothing in this paragraph shall preclude the giving of any such notice by personal service.

20. RECORDS AND REPORTS

Concessionaire shall maintain separate true and accurate books and records at a location within California showing all of Concessionaire's business transactions under this Contract in a manner that conforms to industry standards and practices and in a manner acceptable to State. Concessionaire shall keep all records for a period of at least four years.

In accordance with Public Resources Code Section 5080.18(b), copies of all sales and use tax returns submitted by Concessionaire to the California State Board of Equalization, the Employment Development Department, the Franchise Tax Board, or any other governmental agency shall be concurrently submitted to State.

In accordance with Public Resources Code Section 5080.18(c), State shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Concessionaire's books and records including all tax records and returns solely specific to the business transactions conducted under this Contract. Concessionaire hereby agrees to make all such records, books, and tax returns available to State upon State's request. Concessionaire further agrees to allow interviews of any employees who might reasonably have information related to such records. State further reserves the right to audit, examine, and copy all books and records of Concessionaire concerning its operations under this Agreement at any time during the three (3) year period following the end of this Agreement.

Concessionaire shall submit to the State at least quarterly an income statement and balance sheet for all Asilomar's-related business activities. Said reports shall be prepared in accordance with generally accepted accounting principles or in a format previously approved by the State, and shall be verified in writing by Concessionaire.

Concessionaire will submit to State, no later than May 1st of each year during the term of this Contract, a verified profit and loss statement for the previous calendar year. Such statement shall be submitted on Form DPR 86, "Concessionaire's Financial Statement", attached hereto as **Exhibit O**, or in an alternate format approved by the State, and shall contain an appropriate certification that all gross receipts during the yearly accounting period covered by said statement shall have been duly and properly reported to the State. Within forty-five (45) days of the expiration or termination of this Contract, Concessionaire shall submit to the State a profit and loss statement for the period of operation not previously reported prepared in the manner stated above.

Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the State, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-resettable

and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. Concessionaire shall make all cash register tapes available to the State upon State's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

Concessionaire's business and financial records related to the construction, maintenance, or operation of the concession at Asilomar, including existing records, shall be treated as public records subject to disclosure under the California Public Records Act (Chapter 3.5 of Division 7 of Title 1 of the Government Code, commencing with Section 6250), except records containing personal information under Section 1798.3 of the Civil Code if maintained by an agency. The term "employment contract" as used in Section 6254.8 of the Government Code shall be deemed to mean an employment contract between the Concessionaire and its employee. The following materials are the property of the State and shall be treated as public records subject to disclosure under the Public Records Act as cited above:

- A. All project planning documents, specifications, construction documents, and contracts for services related to the preparation of such documents for designated historic properties.
- B. All documents and contracts for services related to the conservation of designated historic properties and "Reserved Property".

21. GROSS RECEIPTS

The term "gross receipts", wherever used in this Contract, is intended to and shall mean all moneys, property, or any other thing of value received by Concessionaire and any sub-concessionaire or operator, if other than Concessionaire, through or in connection with the operation of the concession, including any concession related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this Contract, or that associates with or implies an endorsement by State, all without deduction. Bad debt losses, including but not limited to accounts receivable, counterfeit currency, bad

checks, and employee embezzlements, shall not be deducted from gross receipts. Reservation deposits shall not be included in gross receipts until the services that related to the deposit have been rendered by Concessionaire or the reservation has been canceled and the deposit has been retained by Concessionaire in accordance with the deposit policy as approved in advance in writing by the State. All earned interest, including interest earned on a reservation deposit, shall be included in gross receipts for the month such earned interest earned by Concessionaire.

The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire; receipts from park passes sold by Concessionaire; receipts from employees for meals provided at cost; gratuities or service charges paid to Concessionaire to the extent such gratuities or service charges are actually paid over to or properly due the employees of Concessionaire; receipts from refunds, discounts, rebates, or allowances received by Concessionaire from wholesalers or suppliers; receipts from the sale or trade-in value of equipment owned and/or used on the Premises by Concessionaire; administrative fees on projects funded from accounts established from the gross receipts; and receipts for which full or partial refund subsequently is made by Concessionaire to the purchaser of the item on which the charge, sale, rental, or fee was earned.

In addition, gross receipts shall include only the profit margin to Concessionaire on the rentable portion of subcontracted revenues for the following incidental items or services: audio/visual equipment; computers and related equipment; meeting tools (e.g.; easels, podiums, etc.); lighting equipment and services; custom draping; outside labor utilized for extensive set-up services; special operators (e.g.; audio or visual engineer); flowers; bands; recreational events; and other additional and similar services as may be approved in writing by the District Superintendent or designee. The profit margin to Concessionaire on the rentable portion of subcontracted revenues for the foregoing services shall mean the difference between the amount charged by Concessionaire to conference center guests or conference group for the service and the amount paid by Concessionaire to the service provider for the service or rented property plus any actual, direct, out-of-pocket expense incurred by Concessionaire for arranging or providing the service to the conference center guest or group.

22. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES

Concessionaire shall staff, operate, manage, and provide all goods, services, and facilities offered in a first-class manner and comparable to other high quality concessions providing similar facilities and services. State reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service for public safety and/or to ensure that the public receives, in the State's view, fair pricing, proper service, and appropriate quality. State reserves the right to prohibit the sale or use of non-recyclable containers or plastics.

A competent person shall be on the premises at all times while the concession is in operation. If the on-site manager is other than the Concessionaire, State reserves the right to approve such manager.

With regard to concession fees, rates and charges, Concessionaire agrees to honor all rates and reservations committed to by the prior operator consistent with proposed and approved transition described within the Concessionaire's Operations Plan, attached hereto and marked **Exhibit H**.

Any increased rates or charges to park visitors proposed by Concessionaire following Contract approval shall be submitted in writing for the State's approval. Rate increases shall be based on CPI adjustments described in **Exhibit D** and/or enhanced visitor services. Rate changes may not be imposed retroactively.

23. PERFORMANCE EVALUATIONS AND INSPECTION

As part of its administration of this Contract, State will conduct periodic inspections of concession facilities, equipment, services, and programs and prepare written performance evaluations based upon its observations. A "Concessionaire Performance Rating" (DPR 531) attached hereto as **Exhibit P**, or other similar format(s) as may be adopted by the State will be utilized for evaluation purposes. State further reserves the right of ingress and egress without notice to inspect concession operations for the purposes of evaluating Concessionaire's performance of the terms and conditions of this Contract; to inspect, investigate, and/or survey the Premises; and to do any work thereon of any nature necessary for preservation, maintenance, and

operation of the State Park System. Concessionaire agrees to cooperate with State in all respects related to the implementation of State's Concession Performance Evaluation program and with State's activities on the Premises. State shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of State's entry in the Premises as provided herein, except damage resulting from the active negligence or willful misconduct of State or its authorized representatives. Performance ratings of overall satisfactory and above may result in additional incumbent points for future competitive contract proposals submitted by Concessionaire.

24. HOLD HARMLESS AGREEMENT

Concessionaire hereby waives all claims and recourse against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Contract, except claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the State, its officers, agents, or employees. Concessionaire shall protect, indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, attorneys fees, expert costs and fees, or liability costs arising out of the development, construction, operation, or maintenance of the Premises property described herein and compliance with all laws, including but not limited to the Americans With Disabilities Act of 1990 as provided for herein, except for liability arising out of, and to the extent of, the sole gross negligence or willful misconduct of State, its officers, agents, or employees or other wrongful acts for which the State is found liable by a court of competent jurisdiction.

25. TAXES

By signing this Contract, Concessionaire acknowledges that occupancy interest and rights to do business on state property being offered Concessionaire by this agreement may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Concessionaire to liability for the payment of property taxes levied on such possessory interest.

Concessionaire agrees to pay all lawful taxes, assessments, or charges that at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this Contract, or any possessory right that Concessionaire may have in or to the premises covered hereby, or the improvements thereon by reason of Concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Concessionaire in or about the Premises.

26. MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS

In the event that Concessionaire desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, required accessibility barrier removal work, cultural and natural resources, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively "Alteration(s)"), the approval in writing of State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process.

Once any Alteration has been approved by State and the work has begun, Concessionaire shall, with reasonable diligence, prosecute to completion all approved Alterations. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to State as required herein, and shall comply with all applicable governmental permits, laws, ordinances, regulations and SOI Standards. It shall be the responsibility of Concessionaire, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary for the construction of approved Alterations.

Title to all Alterations and improvements existing or hereafter erected on the Premises, regardless of who constructs such improvements, shall immediately become State's property and, at the end of the Term, shall remain on the Premises without compensation to Concessionaire. Concessionaire agrees never to assail, contest, or resist title to the Alterations and improvements. The foregoing notwithstanding, State may elect, by notice to Concessionaire, that Concessionaire must remove any Alterations that are peculiar to Concessionaire's use of the Premises and are not

normally required or used by State and/or future occupants of the Premises. In this event, Concessionaire shall bear the cost of restoring the Premises to its condition prior to the installment of the Alterations.

27. HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL

During the term of this Contract at Concessionaire's own cost and expense, Concessionaire shall maintain and operate the Premises and areas in, on, or adjacent to a distance of not less than fifty (50) feet, including personal property and equipment, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. Concessionaire shall repair or replace any defective, dangerous, or unsanitary conditions without delay in accordance with **Paragraph 7** under Use of Premises of this Contract.

A. Housekeeping: Housekeeping activities are defined as all those activities concerned with keeping facilities clean, neat, and orderly, and includes, but is not limited to, mowing, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing, hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and walks. Concession housekeeping shall conform to California State Park standards.

Concessionaire shall be responsible for ensuring that all trails, footpath, boardwalks, beaches, and roadways and curbs in, on or adjacent to Asilomar State Beach and Conference Grounds are maintained in a trash-free condition. Concessionaire shall empty all receptacles throughout the park unit including the conference grounds, beach areas, and parking lots. Receptacles shall be placed at all State Beach access trails, entrances and throughout conference grounds. In addition, there shall be provisions to facilitate visitor collection and disposal of animal waste.

B. Maintenance and Repairs: Concessionaire shall maintain all facilities, buildings, structures, pathways, curbs, roads, trails, fire lanes, parking lots, boardwalks, fencing, equipment and personal property on the Premises in good condition and repair at Concessionaire's sole cost and expense at all times during the term of this Contract. Such maintenance shall conform to State Park and SOI standards. For the purposes of this Contract, the term "maintenance" is defined in **Exhibit B Contract Definitions**.

Concessionaire shall be responsible for maintenance, repair and in-kind replacement of facilities along the coast and within the Natural Dunes Preserve including all boardwalks, benches, bridges, decomposed granite trails, beach access steps, drains, gazebo and permanent fencing (split-rail and chain-link). Funds from the Facility Improvement Account may be used to supplement replacement over and above "in-kind" materials. Vegetation management within these areas will be the responsibility of the State.

Concessionaire shall provide vegetation management around buildings and facilities within the Conference Grounds as part of the maintenance program. All vegetation management activities shall comply with State standards, guidelines and directives and shall include trimming vegetation to maintain overhead and side edge clearance on roads and paths; annual fuel reduction; appropriate clearance of vegetation around chimneys and roofs; coordinating tree work as identified by State Park tree hazard inspector; planting and maintaining interior courtyards and planters; planting and maintaining the interior areas of swimming pool enclosure. State Parks will provide native plants for the vegetation management.

No later than 30 days after the start of each Contract Year, Concessionaire shall propose the annual maintenance program and budget as part of the Concessionaire's Operations/Management Plan update, a sample of which is marked **Exhibit K** to this Contract. This annual program shall include an itemized list of program expenditures and project accomplishments for the previous Contract Year.

Pest inspections shall be performed regularly. Concessionaire shall remedy all pest infestations in a timely manner. Concessionaire shall provide to State copies of all pest inspection reports or other professional assessments of the condition of the facilities.

Should Concessionaire fail, neglect, or refuse to undertake and complete any required maintenance, State shall have the right to perform such maintenance or repairs for Concessionaire. In this event, Concessionaire shall promptly reimburse State for the cost thereof provided that State shall first give Concessionaire ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvements on the Premises. Concessionaire hereby expressly waives the right to make repairs at the expense of State and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Contract.

C. Removal and Restoration. At the expiration or sooner termination of this Contract, Concessionaire at its own expense shall remove all personal property brought onto the Premises by Concessionaire. Concessionaire, at Concessionaire's expense, shall restore and repair the Premises, and any of Concessionaire's improvements or fixtures remaining thereon, to a good, clean, safe, and fit condition, reasonable wear and tear expected, and shall completely remedy all injuries to the Premises.

D. Maintenance Records: Concessionaire shall maintain a record of all maintenance work performed on the Premises including furnishings, fixtures, and equipment. Such records shall be made available to State upon request.

E. Resource Sensitivity: Concessionaire acknowledges that certain portions of the Premises include landscape, natural areas, and facilities that are historically, archaeologically, and environmentally sensitive. No activity including but not limited to repair, maintenance, alteration, modification, demolition, earth-moving, or construction shall be undertaken without prior written permission of the State and then only in conformance with all applicable laws, regulations, policies, procedures, standards and guidelines. When maintenance work involves repairs to designated historic buildings or structures, Concessionaire shall utilize the services of contractors and /or workers who possess demonstrated experience with historic properties.

28. UTILITIES AND SERVICES

Concessionaire shall be responsible for all costs associated with the installation and provision of all utilities necessary to and used in connection with the Premises, including but not limited to sewage disposal. During utility installation, no trees or vegetation shall be trimmed or cut or any habitat disturbed without permission of the District Superintendent or designee and such work must comply with CEQA requirements.

Removal and disposal of all rubbish, refuse, and garbage resulting from concession operations and State beach activity shall be the Concessionaire's responsibility and shall be disposed of outside the park unit in accordance with applicable laws and local ordinances. All trash and recyclable receptacles shall be adequately screened to the satisfaction of State.

In keeping with Asilomar's non-interruptive, contemplative, "summer camp" atmosphere, overnight accommodations are not equipped with telephones or televisions. Installation of televisions, telephones, or other modern amenities may be considered by State on a case-by-case basis and in keeping with the General Plan.

Notwithstanding the above, to better serve the communication needs of visitors, Concessionaire may propose to provide centralized computer services, Telecommunication Devices for the Deaf (TDD), and other secure public telephones. Concessionaire shall submit any such plans in writing to the District Superintendent or designee for review and approval.

29. RESOURCE CONSERVATION

A. Environmental Conservation Program: Concessionaire shall set a positive example in waste management and environmental awareness that shall lead to preservation of the resources of the State. Accordingly, Concessionaire shall prepare and execute a program, subject to the prior written approval of the State, designed to reduce environmental impacts that result from concession operations. This program shall address, but not be limited to: solid waste management, including reduction, reuse and recycling; water and energy conservation, pest management, grease removal and

disposal, hazardous materials handling and storage, and air quality. Specifically, the program must include the following:

1) **Recycling and Beverage Container Programs:** The Concessionaire shall implement a source reduction and recycling program designed to minimize concession and patron use of disposable products, per Public Contract Codes Sections 12161 and 12200 et seq. Reusable and recyclable products are preferred over "throwaways". Where disposable products are needed, products that have the least impact on the environment will be selected. No Styrofoam containers or other non-biodegradable containers are to be used or sold by Concessionaire. The use of "post-consumer" recycled products is encouraged wherever possible.

The Concessionaire shall participate fully in the California beverage container redemption/recycling program. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, bimetal, plastics, aluminum and glass. At the start of each Contract Year, Concessionaire and State shall review items sold, and containers or utensils used or dispensed by Concessionaire, and, whenever possible, eliminate the use of non-returnable or non-recyclable containers or plastics.

2) **Water and Energy Conservation:** The Concessionaire shall implement water and energy conservation measures. As new technologies are developed, Concessionaire shall explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, and/or reduced impacts on the environment.

3) **Erosion Control/Water Quality/Environmental Sensitivity:** The Concessionaire shall comply with all requirements set forth by various oversight agencies that have jurisdiction and oversight authority relating to the Premises and surrounding properties, including, but not limited to, erosion control, water quality and environmental sensitivity standards.

B. **Resource Mandates:** Concessionaire shall comply with State's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. These mandates include the Public Resources Code Sections 5024 and 5097 et seq., the Department's Resource Management

Directives and the Secretary of the Interior's Standards for the Treatment of Historic Properties.

C. Air and Water Pollution Violation: Under State laws, Concessionaire shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

30. HAZARDOUS SUBSTANCES

A. Use of Premises: On the Premises, Concessionaire shall not:

- 1) Keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;
- 2) Carry-on any offensive or dangerous trade, business, or occupation;
- 3) Use or operate any machinery or apparatus that shall injure the premises or adjacent buildings in any way; or
- 4) Do anything other than is provided for in this Contract.
- 5) Nothing in this paragraph shall preclude Concessionaire from bringing, keeping, or using on or about said premises such materials, supplies, equipment, and machinery as is appropriate or customary in carrying-on Concessionaire's business.
- 6) Gasoline, oil, and other materials considered under law or otherwise to be hazardous to public health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.
- 7) Hazard Materials and Emergency Plans shall follow state park protocol, meet state park program directives, and comply with Cal OSHA standards.

B. Storage of Hazardous Materials: Concessionaire shall comply with all applicable laws and best practices pertaining to the use, storage, transportation, and disposal of hazardous substances. Concessionaire shall protect, indemnify, defend, and

hold harmless the State or any of its affiliates, successors, principals, employees, or agents against any liability, cost, or expense, including attorney's fees and court costs, arising from illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, by Concessionaire. Where Concessionaire is found to be in breach of this provision due to the issuance of a government order directing Concessionaire to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by Concessionaire or any person acting under Concessionaire's direct control or authority, Concessionaire shall be responsible for all cost and expense of complying with such order, including any and all expenses imposed on or incurred by the State in connection with or in response to such government order. Notwithstanding the foregoing, in the event a government order is issued naming Concessionaire, or Concessionaire incurs any liability during or after the term of the Contract in connection with contamination that preexisted the Concessionaire's obligations and occupancy under this Contract or prior contracts, or that were not directly caused by Concessionaire, the State shall be solely responsible as between Concessionaire and the State for all expenses and efforts in connection therewith, and State shall reimburse Concessionaire for all reasonable expenses actually incurred by Concessionaire therewith.

C. Certification: Upon termination of this Contract, when requested by State, Concessionaire shall provide certification prepared by a Certified Industrial Hygienist that there is no hazardous waste contamination and/or damage to the Premises.

D. Pest Control Activities: All pest control activities, chemical and non-chemical, shall be approved by the State's qualified representative prior to action by the Concessionaire. Concessionaire shall be knowledgeable about the State's Pest Control Handbook. Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a DPR 191, "Pest Control Recommendation" (or equivalent) to the State for approval. The State has fourteen (14) days to approve or deny the request. Such approval shall be solely for compliance with State's policies and in no way shall relieve Concessionaire or its contractors, employees, agents or representatives from compliance with all laws and regulations concerning such activities and from carrying out the work in a workmanlike manner.

Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, "Pest Control Recommendation" (or equivalent information).

31. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, circulated, or published without prior written consent of the State and only consistent with the purposes of the Contract.

Use of the name "Asilomar" in any fashion is prohibited except as permitted by this Contract or by permission of the Department. No such use shall be deemed to instill in Concessionaire any rights of ownership in such name.

Concessionaire acknowledges that the Asilomar State Beach and Conference Grounds name is the property of the State and such name may be used by Concessionaire only during such time that Concessionaire operates the business under this Contract.

Concessionaire's promotion and advertising shall emphasize the natural and cultural features of conference grounds and state beach. Such promotion and advertisement shall encourage use of facilities as overnight lodging in addition to conferences.

The name of the park unit is Asilomar State Beach and Conference Grounds, and shall not be referred to as Asilomar Conference Center. The State Park logo and words "Unit of California State Parks" shall accompany the name on all signs, publications, promotional materials and advertisements.

32. PHOTOGRAPHY

State may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary business of Concessionaire. Such permits shall not be deemed to be a competitive activity with regard to Concessionaire's rights to possession and operation under this Contract.

33. INTELLECTUAL PROPERTY RIGHTS

Any names, logos, and/or trademarks developed during and/or pursuant to this Contract that will in any way associate with, identify, or implicate an affiliation with California State Parks shall be approved by State, but, whether or not so approved, shall be deemed to have been developed pursuant to this Agreement and licensed hereunder to Concessionaire for the term of this Agreement only; shall belong to State upon creation; and shall continue in State's exclusive ownership upon termination of this Agreement, and all goodwill and other rights in said marks shall inure to the benefit of the State as the mark owner. Further, any original works of authorship in which copyright resides, and any other proprietary rights, including without limitation trade secrets and know-how, which are developed during and/or pursuant to this Contract, shall be deemed to be works made for hire in consideration of Concessionaire's rights and benefits hereunder, or alternatively Concessionaire agrees to assign such copyrights to the State, and shall be owned by the State; shall belong to State upon creation; and shall continue in State's exclusive ownership upon termination of this Agreement. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other work developed in the performance of this Agreement. Further, Concessionaire shall deliver to the State upon request the disk or tape that contains the design or other such files containing such information, and shall specify the supplier of the software and hardware necessary to use the files of any work that is performed with the assistance of Computer Aided Design and Drafting Technology. Concessionaire intends and agrees to assign to State all right, title, and interest in and to such materials, as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

Concessionaire warrants that it has the full right, power, and authority over and is the sole exclusive owner of all tangible and intangible property deliverable to State in connection with this Agreement and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlement, encumbrances, or security interests.

Concessionaire agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (i) obtaining State's prior written permission, and (ii) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display and distribute any such prior works for any purpose whatsoever.

Concessionaire further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret, or any other intellectual property rights of any person, entity, or organization. Concessionaire agrees to execute any documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights, or any other statutory protection in such work product, including an assignment of copyright, in all deliverables. Concessionaire further agrees to incorporate these provisions into all of its contracts with architects, engineers, and other consultants or contractors.

Concessionaire, at its sole expense, shall hold harmless, protect, defend, and indemnify State against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder. Concessionaire shall pay all costs, expenses, losses and damages, judgments and claims including reasonable attorney's fees, expert witness fees and other costs.

34. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

Concessionaire acknowledges that the State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public, and Concessionaire agrees to participate in this program in the manner described below without compensation from the State for such cooperation.

- A. Concessionaire agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.

B. Concessionaire agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.

C. Concessionaire agrees to rent or sell, along with all other items of merchandise that are part of the Concessionaire's normal and customary inventory, any item of merchandise that the State approves under this program, provided that Concessionaire is authorized to sell or rent it under the terms of the Contract, and the Concessionaire receives reasonable compensation for its sale.

35. DEFAULT BY CONCESSIONAIRE

A. Defaults: The occurrence of any one of the following shall constitute a default and breach of this Contract by Concessionaire:

1) **Failure to Pay Rent:** Any failure of Concessionaire to timely pay any rent due or any other monetary sums required to be paid hereunder where such failure continues for a period of ten (10) consecutive days after such sums are due.

2) **Absence from Premises:** Any complete absence by Concessionaire or its agents and employees from the Premises for thirty (30) consecutive days or longer. The Premises shall be deemed abandoned after State has followed the procedures set forth in Civil Code Section 1951.3.

3) **Nuisance:** Should Concessionaire create or allow to be created a nuisance on the Premises, including but not limited to conduct that interferes with public health, safety, or peace, State may declare an immediate event of default and enter upon and take possession and/or demand an assignment of the right to operate the Premises without notice to Concessionaire.

Concessionaire shall immediately vacate the Premises and remove all personal property within thirty (30) days after State's declaration of default.

4) **Failure to Observe Other Provisions:** Any failure by Concessionaire to observe or perform another provision of this Contract where such failure continues for twenty (20) consecutive days after written notice thereof by State to Concessionaire; this notice shall be deemed to be the notice required under

California Code of Civil Procedure Section 1161. However, if the nature of Concessionaire's default is such that it cannot reasonably be cured within the twenty (20) day period, Concessionaire shall not be deemed to be in default if it is determined at the sole discretion of State that Concessionaire has commenced such cure within the twenty (20) day period and thereafter continues to diligently prosecute such cure to completion to the satisfaction of State.

5) Involuntary Assignments, Bankruptcy: State and Concessionaire agree that neither this Contract nor any interest of Concessionaire hereunder in the Premises shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including, without limitation, the following: (a) transfer by testacy or intestacy; (b) assignments or arrangements for the benefit of creditors; (c) levy of a writ of attachment or execution on this Contract; (d) the appointment of a receiver with the authority to take possession of the Premises in any proceeding or action in which Concessionaire is a party; or (e) the filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by Concessionaire and State shall have the right to elect to take immediate possession of the Premises, to terminate this Contract and/or invoke other appropriate remedies as set forth below, in which case this Contract shall not be treated as an asset of Concessionaire.

B. Notices of Default: Notices of default shall specify the alleged default and the applicable Contract provision and shall demand that Concessionaire perform the provisions of this Contract within the applicable time period or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Contract unless State specifically so states in the notice.

36. STATE'S REMEDIES

In the event of default by Concessionaire, State shall have the following remedies. These remedies are not exclusive; they are cumulative and are in addition to any other right or remedy of State at law or in equity.

A. Collection of Rent: In any case where State has a cause of action for damages, State shall have the privilege of splitting the cause to permit the institution of a separate suit for rent due hereunder, and neither institution of any suit, nor the subsequent entry of judgment shall bar State from bringing another suit for rent; it being the purpose of this provision to provide that the forbearance on the part of State in any suit or entry of judgment for any part of the rent reserved under this Contract, to sue for, or to include in, any suit and judgment the rent then due, shall not serve as defense against, nor prejudice a subsequent action for, rent or other obligations due under the Contract. The claims for rent may be regarded by State, if it so elects, as separate claims capable of being assigned separately.

B. Maintain Contract in Effect: The State has the remedy described in California Civil Code 1951.4 (lesser may continue lease in effect after lessee's breach or abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). The following do not constitute a termination of the Concessionaire's right to possession: (1) Acts of maintenance or preservation or efforts to relet the Premises; (2) The appointment of a receiver upon initiative of the State to protect State's interests under the Contract; (3) Withholding consent to a subletting or assignment so long as such consent is not unreasonably withheld.

C. Continued Performance: At State's option, Concessionaire shall continue with its responsibilities under this Contract during any dispute.

D. Termination of Concessionaire's Right to Possession: Upon an event of default, State may terminate Concessionaire's right to possession of the Premises at any time by written notice to Concessionaire. In the absence of such written notice from State, no act by State, including, but not limited to, acts of maintenance, efforts to relet and/or assign rights to possession of the Premises, or the appointment of a receiver on State's initiative to protect State's interest under this Contract shall constitute an

acceptance of Concessionaire's surrender of the Premises, or constitute a termination of this Contract or of Concessionaire's right to possession of the Premises. Upon such termination, State has the right to recover from Concessionaire:

- 1) the worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Contract;
- 2) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Contract until the time of the award exceeds the amount of loss of rent that Concessionaire proves could have reasonably been avoided;
- 3) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Concessionaire proves could have been reasonably avoided; and
- 4) any other amount necessary to compensate State for all the detriment proximately caused by Concessionaire's failure to perform its obligations under this Contract, which, without limiting the generality of the foregoing, includes any cost and expenses incurred by the State in recovering possession of the Premises, in maintaining or preserving the Premises after such default, in preparing the Premises for a new concessionaire, in making any repairs or alterations to the Premises necessary for a new concessionaire, in making any repairs or alterations to the Premises, and costs of clearing State's title of any interest of Concessionaire, commissions, attorneys' fees, architects' fees, and any other costs necessary or appropriate to make the Premises operational by a new concessionaire.

"The worth, at the time of the award," as used herein above shall be computed by allowing interest at the lesser of a rate of ten percent (10%) per annum or the maximum legal rate.

E. Assignment at State's Direction: In the event of a default by Concessionaire, when cure is not received and acknowledged by State after having provided notice of the breach as provided herein above, Concessionaire shall, in addition to the damages provided for herein, be obligated to assign all rights to occupy,

possess, and operate on and in the Premises to State's designee within thirty (30) days of receipt of written demand by State. Concessionaire shall further remove itself and its personal property from the Premises within the same time frame. Concessionaire agrees to execute all documents necessary to effectuate and implement this provision. Upon such assignment, all rights of Concessionaire under the Contract shall transfer to the assignee.

Any designated assignee, as provided for herein, shall take and operate the concession under the same terms and conditions as those set forth herein, except for requirements that have already been performed and are no longer applicable. However, Concessionaire shall not be relieved of obligations incurred. An assignment of the Contract pursuant to the terms hereof shall not cause the Contract to terminate and shall not work a merger.

F. Receiver: If Concessionaire is in default of this Contract, State shall have the right to have a receiver appointed to collect rent and conduct Concessionaire's business or to avail itself of any other pre-judgment remedy. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by State to terminate this Contract.

G. Right to Cure Concessionaire's Default: At any time after Concessionaire commits a default, State can cure the default at Concessionaire's cost. If State, at any time by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Concessionaire to State, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by State until State is reimbursed by Concessionaire. Any such sum shall be due as additional rent.

H. Personal Property of Concessionaire: In the event any personal property or trade fixtures of Concessionaire remain at the Premises after State has regained possession or after an assignment is accomplished, that property or those fixtures shall be dealt with in accordance with the provisions for Surrender of the Premises provided below.

- 1) State's Obligations after Default: State shall be under no obligation to observe or perform any covenant of this Contract on its part to be observed or

performed that accrues after the date of any default by Concessionaire. Such nonperformance by State shall not constitute a termination of Concessionaire's right to possession nor a constructive eviction.

2) No Right of Redemption: Concessionaire hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law that allows Concessionaire any right of redemption or relief from forfeiture in the event State takes possession of the Premises by reason of any default by Concessionaire.

3) Other Relief: All monetary obligations of the Concessionaire of any kind shall be considered rent. State shall have such rights and remedies for failure to pay such monetary obligations as State would have if Concessionaire failed to pay rent due. The remedies provided in this Contract are in addition to any other remedies available to State at law, in equity, by statute, or otherwise.

4) No Buy-out: In accordance with Public Resources Code Section 5080.18 (h), where the Contract has been terminated due to a breach on the part of the Concessionaire under any terms of this Contract the State shall not be obligated to purchase any improvements made by Concessionaire or to pay the Concessionaire for said improvements before or after taking possession of the Premises.

37. DEFAULT BY STATE

State shall not be in default of the performance of any obligation required of it under this Contract unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by Concessionaire to State specifying the alleged default and the applicable Contract provision giving rise to the obligation. However, if the nature of State's obligation is such that more than thirty (30) days is required for its performance, then State shall not be deemed in default if it shall commence performance within such 30-day period and thereafter diligently prosecute the same to completion.

38. STATE BUY-OUT PROVISIONS

A. Notwithstanding any other provision in this Contract and in addition to any other remedy available to State, upon twelve (12) months written notice, State shall have the option to terminate the Contract and to pay Concessionaire the then depreciated cost of the facilities placed, created, or developed by Concessionaire on the Premises.

B. It is expressly understood that this paragraph does not apply to the situation where the State may terminate this Contract for any breach on the part of the Concessionaire under **Paragraph 35**, Default by Concessionaire, or where the Contract is terminated at Concessionaire's request. Where there has been a breach on the part of the Concessionaire, under any terms of this Contract, the State shall not be obligated to pay the Concessionaire before or after taking possession of the Premises.

In the event of breach, bankruptcy, insolvency, abandonment, or the Contract is determined at Concessionaire's request, the buy-out provisions contained herein are not to be considered as an obligation of the State.

C. For the purposes of this paragraph, such facilities shall be deemed to be the structures Concessionaire is expressly required to construct, create, or develop under **Paragraph 18**, Construction and Completion of Improvements, or later adds, exclusive of Concessionaire's personal property. The cost of such facilities for the purposes of this paragraph shall be those values established under **Paragraph 17(f)**, Construction and Completion of Improvements, above.

D. The amount to be paid as the then depreciated cost of the facilities in the event of termination under this paragraph shall be based on a eleven percent (11%), twenty (20) year capital recovery schedule, which shall provide twelve thousand five hundred fifty eight dollars (\$12,558) for each one hundred thousand dollars (\$100,000) of beginning cost, multiplied by the remaining years of the Contract.

E. In the event there is an assignment of this Contract for security and as consented to by State, then any payments made pursuant to this paragraph shall be used to satisfy such assignee to the extent of assignee's interest.

F. This paragraph shall only be operative when funds required by State for such buy-out are lawfully available to State, either through appropriation by the Legislature and through the normal budgeting processes of the State or otherwise.

39. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of the Contract, Concessionaire shall surrender the Premises, including real property improvements, equipment, furnishings, supplies, and materials inventory or equivalent thereof provided by State for Concessionaire's use, in a state of repair equivalent to the condition as received and sufficient for the purpose for which such property is intended and for the continuing operation of the concession, damage by matters for which Concessionaire is not obligated by this Agreement to repair or replace excepted, provided that such exculpatory provision shall not extend to any risk that Concessionaire is required to insure against as herein provided. Concessionaire shall remove all of its personal property and shall perform all restoration required by the terms of this Contract within the above stated time unless otherwise agreed to in writing.

B. Personal Property: All of Concessionaire's personal property remaining on the Premises beyond such time specified in this **Paragraph 39**, Surrender of the Premises, Holding Over, shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, or such other laws as may be enacted regarding the disposition of Concessionaires' property remaining at the Premises. Concessionaire waives all claims against State for any damage to Concessionaire resulting from State's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to State for State's costs in storing, removing, and disposing of Concessionaire's personal property or trade fixtures.

C. Failure to Surrender. If Concessionaire fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, Concessionaire shall hold State harmless for all damages resulting from Concessionaire's failure to surrender the Premises.

D. Holding Over: After the expiration or earlier termination of the term and if Concessionaire remains in possession of the Premises with State's express consent, such possession by Concessionaire shall be deemed to be a temporary tenancy terminable on thirty (30) days written notice given at any time by either party. All

provisions of this Contract except those pertaining to the term shall apply to the month-to-month tenancy.

40. NO RECORDATION; QUITCLAIM

A. No Recordation: This Contract shall not be recorded.

B. Quitclaim: Concessionaire shall execute and deliver to State on the expiration or termination of this Contract immediately on State's request, a quitclaim deed to the Premises and the rights arising hereunder, in recordable form or such other document as may be necessary, to remove any claim of interest of Concessionaire in and to all property belonging to the State. Should Concessionaire fail or refuse to deliver to State a quitclaim deed or other documents as aforesaid, a written notice by State reciting the failure of the Concessionaire to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive evidence against the Concessionaire and all persons claiming under Concessionaire of the termination of this Contract.

41. ATTORNEYS FEES

Concessionaire shall reimburse the State on demand for all reasonable attorney fees (including attorneys fees incurred in any bankruptcy or administrative proceeding or in any appeal) and expenses incurred by State as a result of a breach or default under this Contract. If Concessionaire becomes the prevailing party in any legal action brought by State, Concessionaire shall be entitled to recover reasonable attorney fees and expenses incurred by Concessionaire and need not reimburse the State for any attorney fees and expenses incurred by the State.

42. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

Concessionaire shall comply with all applicable laws, rules, regulations, standards, guidelines and orders existing during the term of this Contract, including obtaining and maintaining all necessary permits and licenses. Concessionaire acknowledges and warrants that it is or will make itself through its responsible concession managers, knowledgeable of all pertinent laws, rules, ordinances,

regulations, or other requirements having the force of law affecting the operation of the concession facilities, including but not limited to laws affecting accessibility, health and safety, hazardous materials, pest control activities, historic preservation, environmental impacts, and State building codes and regulations.

43. EXPATRIATE CORPORATIONS

Concessionaire hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to Contract with the State.

44. NONDISCRIMINATION

During the performance of this Contract, Concessionaire and its employees shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or any member of the public because of sex, sexual orientation, race, color, religious creed, marital status, need for family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, need for pregnancy disability leave, or need for reasonable accommodation. Concessionaire shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

For contracts over \$100,000 executed or amended after January 1, 2007, the Concessionaire certifies compliance with Public Contract Code Section 10295.3 concerning domestic partners.

Further, as part of compliance with the foregoing, Concessionaire and Concessionaire's employees shall not discriminate by refusing to furnish any person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall Concessionaire or Concessionaire's employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person.

Concessionaire shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated

hereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this Contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Concessionaire shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Concessionaire shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this Contract.

In the event of violation of this paragraph, the State will have the right to terminate this Contract, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Concessionaire.

45. DISABILITIES ACCESS LAWS

Without limiting Concessionaire's responsibility under this Contract for compliance with all laws, with regard to all operations and activities that are the responsibility of Concessionaire under this Contract, Concessionaire shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ("ADA") [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)], the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which Concessionaire is responsible for operation, maintenance, construction, restoration, or renovation under this Contract, Concessionaire also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

46. DRUG-FREE WORKPLACE

Concessionaire agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced

by the executed Standard Form 21 entitled "Drug-Free Workplace Certification", attached hereto and made a part of the Contract as **Exhibit R**.

47. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The Concessionaire, by signing this Contract, does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Concessionaire within the two-year period immediately preceding the date of this Contract because of Concessionaire's failure to comply with a Federal Court order that Concessionaire shall comply with an order of the National Labor Relations Board.

48. CHILD SUPPORT COMPLIANCE ACT

In the event the annual gross income generated as a result of this Contract shall exceed one hundred thousand dollars (\$100,000.00), Concessionaire acknowledges that:

A. The Concessionaire recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Concessionaire to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

49. CONFLICT OF INTEREST

Concessionaire warrants and covenants that no official, employee in the state civil service, other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in the procuring of this Contract; (b) will be

employed in the performance of this Contract without the immediate divulgence of such fact to State. In the event State determines that the employment of any such official, employee, associated person, or business entity is not compatible, Concessionaire shall terminate such employment immediately. For breaches or violation of this paragraph, State shall have the right both to annul this Contract without liability and, in its discretion, recover from the Concessionaire the full amount of any compensation paid to such official, employee, or business entity.

50. WAIVER OF CLAIMS

The Concessionaire hereby waives any claim against the State of California, its officers, agents, or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this Contract null, void, or voidable, or delaying the same or any part thereof from being carried out.

51. WAIVER OF CONTRACT TERMS

Unless otherwise provided by this Contract, no waiver by either party at any time of any of the terms, conditions, or covenants of this Contract shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this Contract shall be deemed cumulative.

52. INTERPRETATION OF CONTRACT

This Contract is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

53. DURATION OF PUBLIC FACILITIES

By entering into this Contract, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding this concession.

54. TIME OF ESSENCE

Time shall be of the essence in the performance of this Contract.

55. EMINENT DOMAIN

If, during the term of this Contract, any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to State.

56. TEMPORARY TENANCY

This tenancy is of a temporary nature and the parties to this Contract agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

57. PARAGRAPH TITLES

The paragraph titles in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Contract, or in any way affect this Contract.

58. CONTRACT IN COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed an original.

59. INDEPENDENT CONTRACTOR

In the performance of this Contract, Concessionaire and the agents and employees of Concessionaire shall act in an independent capacity and not as officers or employees or agents of the State.

60. ASSIGNMENTS AND SUBCONCESSIONS

No transfer, assignment, or corporate sale or merger by the Concessionaire that affects this Contract or any part thereof or interest therein directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer, assignment, or corporate merger or sale is first consented to in writing by State. Before State considers such assignment, evidence must be given to State that the proposed assignee qualifies as a "best responsible bidder" under the terms of Section 5080.05 of the Public Resources Code or "best responsible person or entity submitting a proposal" under the terms of Section 5080.23 of the Public Resources Code and the Bid Prospectus or Request for Proposals under which this Contract was awarded and executed. To be effective, any such assignment must comply with applicable law including, without limitation on generality, Public Resources Code Sections 5080.20 and 5080.23.

61. MODIFICATION OF CONTRACT

This concession Contract contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the State and the Concessionaire or their successors in interest.

Notwithstanding any of the provisions of this Contract, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, including future implementation of general plan recommendations, which are not forbidden by law. Such written modifications or additions to this Contract shall not be effective until signed and acknowledged by the State and Concessionaire and approved in writing by the Department of General Services and the Attorney General of the State of California. The State shall have the

right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

62. UNENFORCEABLE PROVISION

In the event that any provision of this Contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Contract have force and effect and shall not be effected thereby.

63. APPROVAL OF CONTRACT

This Contract, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

64. STATE'S DISTRICT SUPERINTENDENT

For the purposes of this Contract, the "District Superintendent" is the State representative responsible for the Premises. The District Superintendent is charged with the day-to-day administration of this Agreement and is the Concessionaire's initial contact with the State for information, contract performance, and other issues as might arise. The District Superintendent may delegate these responsibilities to a Sector or Park Superintendent or other individual.

IN WITNESS WHEREOF, the parties hereto warrant that they respectively have the requisite authority to enter this Contract, binding the named parties for which they sign, and have executed this concession Contract at the respective times set forth below.

CONCESSIONAIRE:

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS & RECREATION
DIRECTOR**

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

APPROVED:

APPROVED:

ATTORNEY GENERAL:

DEPARTMENT OF GENERAL SERVICES:

Approved as to legal sufficiency in accordance with the requirements of Sections 5080.02-5080.21 of the Public Resources Code.

**Edmund G. Brown, Jr, Attorney General
of the State of California**

By: _____
Deputy Attorney General

Dated: _____

CONTRACT EXHIBITS

Table of Contents

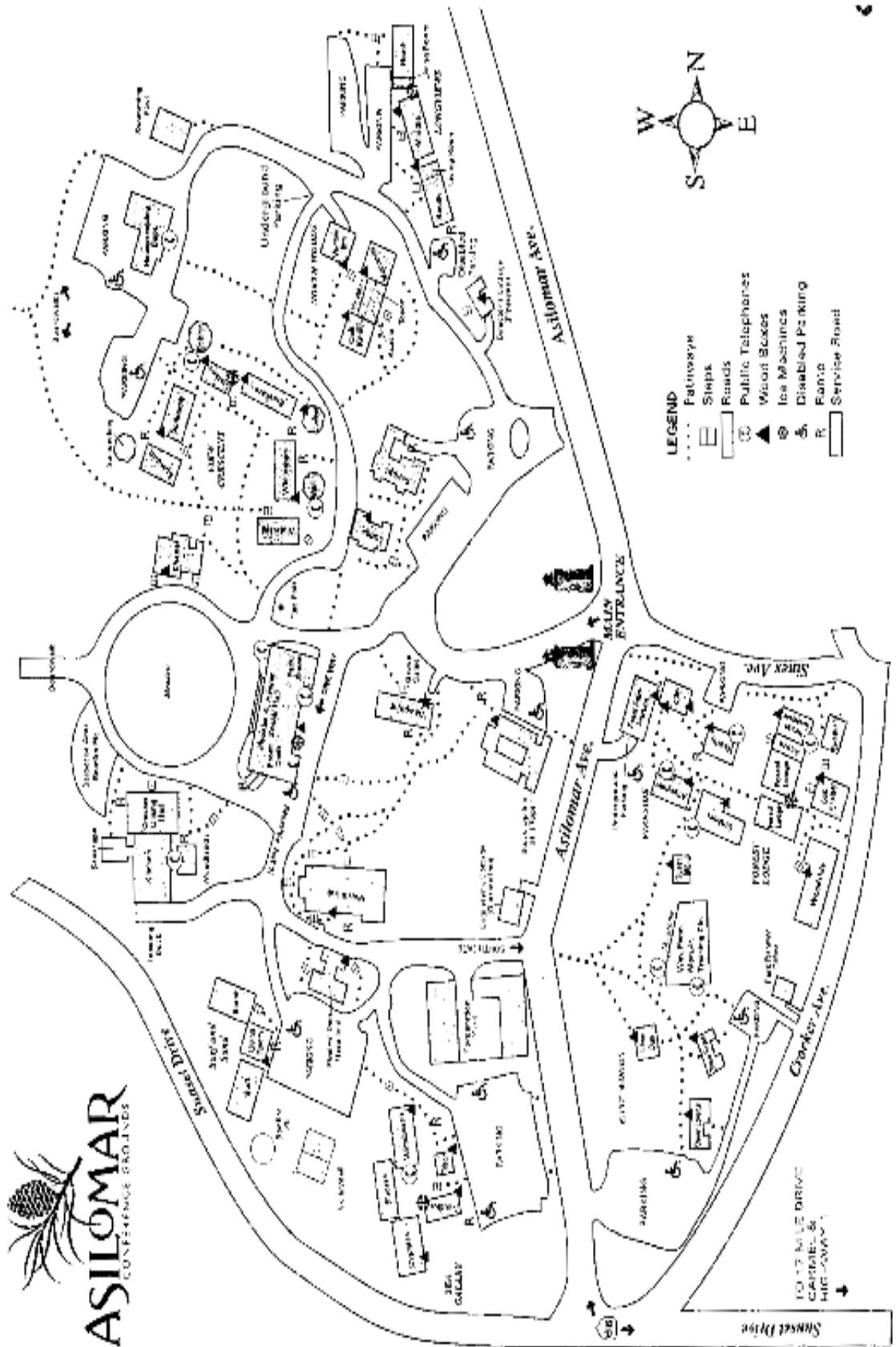
	<u>Page</u>
A. SITE MAPS	2
B. CONTRACT DEFINITIONS	5
C. LABOR AGREEMENT WITH UNITE HERE LOCAL 483	7
D. CPI ADJUSTMENTS (for all adjustments)	53
E. TRUST AGREEMENT (SAMPLE)	54
F. STATE'S OPERATING PROGRAM GUIDELINES	57
G. STATE'S ACCESSIBILITY PLAN	62
H. CONCESSIONAIRE'S OPERATIONS PLAN	83
I. CONCESSIONAIRE'S FACILITY PLAN	84
J. CONCESSIONAIRE'S INTERPRETIVE PLAN	85
K. CONCESSIONAIRES ANNUAL OPERATING MANAGEMENT PLAN (SAMPLE)	86
L. FURNISHINGS AND EQUIPMENT INVENTORY (Assets)	87
FURNISHINGS AND EQUIPMENT INVENTORY (Buildings)	114
M. STANDARD AGREEMENT (STD 213)	115
N. MUSEUM COLLECTIONS LOAN AGREEMENT (DPR 928)	116
O. CONCESSIONAIRES FINANCIAL STATEMENT (DPR 86)	119
P. CONCESSIONAIRES PERFORMANCE RATING (DPR 531)	124
Q. MONTHLY REPORT OF OPERATIONS (DPR 54)	128
R. DRUG FREE CERTIFICATION (STD 21)	130

Asilomar State Beach & Conference Grounds

EXHIBIT A – PREMISES (MAPS)



Asilomar State Beach & Conference Grounds



Asilomar State Beach & Conference Grounds

EXHIBIT A – PREMISES (Facilities Inventory)

Description	Date of construction	Location	State Park Facility Number	Approx. Measurement
roadways		conference grounds		
pathways		conference grounds		
trails		state beach		1.5 miles
fire lanes		conference grounds		
boardwalks		dunes & state beach		1 mile
steps		conf.grds. & state beach		
benches		conf. grnds, dunes, & state beach		
parking lots		conference grounds		
terraces		conference grounds		
*swimming pool	1927	conference grounds		
*stone pillars at entry road	1913	conference grounds		
stone pillars	1990s	state beach		
retaining walls		conf. grnds, dunes, & state beach		
fencing		conf. grds. & state beach		
volleyball court		conference grounds		
barbeque area		conference grounds		
bon fire areas		conference grounds		
*stile (historic)	1920s	dunes		
stile (contemporary)	1988	dunes		
gazebo	1991-92	state beach		
bridges	1990s	dunes & state beach		
native plant nursery	2000	conference grounds		
non-regulatory signs		conf. grnds, dunes, & state beach		

EXHIBIT B - CONTRACT DEFINITIONS

- Buildings:** lodges, meeting rooms, structures, shop, edifice
- CEQA:** California Environmental Quality Act; principal statute mandating environmental assessment of projects in California.
- Equipment:** shall include all apparatus used to support an operation or activity.
- Facilities:** roadways, pathways, trails, fire lanes, boardwalks, parking lots, terraces, swimming pool, fencing, volleyball court, barbeque and bonfire area, native plant nursery, services and amenities.
- Furnishings:** shall include all apparatus used to facilitate the comfort and convenience of the consumer.
- Housekeeping:** those activities concerned with keeping facilities and buildings clean, neat, and orderly, and includes, but is not limited to, mowing, raking, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping, washing hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and facilities.
- Improvements:** those activities that developments, upgrade, enhance, perfect, advance, expand, change for the better, enlarge, and increase.
- Inventory:** a record of equipment and furnishings.
- Maintenance:** all repairs, upkeep and care, replacements, but not limited to conservation, preservation work and protection, retention and preservation of the historic fabric and integrity.

Asilomar State Beach & Conference Grounds

Premises: real property of the state beach, conference grounds and the natural dune preserve.

Spirit of Place: a unique and extraordinary location that amazes the senses and astonishes the individual.

Program Support: the Natural Resource Management, Cultural Resource Management, and Interpretation and Education programs that are administered by the State Park staff.

SAMPLE

**EXHIBIT C – LABOR AGREEMENT WITH
UNITE HERE LOCAL 483**

(This version provided to State by Unite Here Local 483 in format for inclusion as Asilomar concession contract exhibit. The signed version may be obtained direct from union at their discretion.)

SAMPLE

LABOR AGREEMENT

between

DNC PARKS & RESORTS at ASILOMAR, INC.

d/b/a

ASILOMAR CONFERENCE GROUNDS

and

UNITE HERE LOCAL 483

Effective Date: November 1, 2006

Expiration Date: October 31, 2010

FINAL 5/30/07

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT	10
ARTICLE I – RECOGNITION AND UNION SECURITY	10
ARTICLE II – JOB REFERRAL SYSTEM	12
ARTICLE III - MANAGEMENT RIGHTS	13
ARTICLE IV - INTRODUCTORY EMPLOYEES	14
ARTICLE V - GRIEVANCE PROCEDURE	14
ARTICLE VI – ARBITRATION	17
ARTICLE VII - STRIKES, LOCKOUTS AND WORK STOPPAGES	18
ARTICLE VIII - WAGES, HOURS, OVERTIME AND WORKING CONDITIONS	18
ARTICLE IX - PAID TIME OFF	24
ARTICLE X – HOLIDAYS	27
ARTICLE XI – SENIORITY	28
ARTICLE XII - MILITARY SERVICE	30
ARTICLE XIII - LEAVE OF ABSENCE	30
ARTICLE XIV – TRAINING	33
ARTICLE XV – INSURANCE	33
ARTICLE XVI - RETIREMENT PLAN	38
ARTICLE XVII – EMPLOYEE ASSISTANCE PLAN	40
ARTICLE XVIII - LABOR-MANAGEMENT COOPERATION	41
ARTICLE XIX - FACILITY FEE DISTRIBUTION	42
ARTICLE XX – SUCCESSORS	43
ARTICLE XXI - VOLUNTARY POLITICAL DEDUCTION	43
ARTICLE XXI - COMPLETE AGREEMENT	44
ARTICLE XXII - DURATION AND TERMINATION	44
SCHEDULE “A”	46
SIDE LETTERS	49

AGREEMENT

THIS AGREEMENT, entered into the 1st day of November, 2006 between **DNC PARKS & RESORTS at ASILOMAR, INC.** doing business at the ASILOMAR CONFERENCE GROUNDS, hereinafter identified and referred to as "Employer" whose principal office is located at 40 Fountain Plaza, County of Erie, Buffalo, New York 14202, and **UNITE HERE LOCAL 483**, of Pacific Grove and Monterey County, California; affiliated with the UNITE HERE INTERNATIONAL UNION, hereinafter identified and referred to as the "Union" in the interest of the general public, employees and the Employer, the parties hereto have entered into this Agreement to provide orderly collective bargaining relations between the Employer and the Union, to secure prompt and equitable disposition of grievances, to maintain fair wages, hours and other working conditions, to prevent strikes and lockouts, and to promote good relations between the Employer and employees and observance of the Company's reasonable rules, for their mutual benefit.

ARTICLE I - RECOGNITION AND UNION SECURITY

RECOGNITION. The Employer recognizes the Union as the exclusive bargaining representative for all its employees working the classifications listed in the attached wage schedule with respect to rates of pay, wages, hours of employment and other conditions of employment. Nothing contained in this Agreement shall be construed to prevent an aggrieved employee or employees from presenting a grievance or grievances to the Employer without Union representation, or to prevent the Employer from adjusting or settling such grievances, provided said adjustment is consistent with this Agreement and the Union has been given an opportunity to be present at such adjustment.

UNION SHOP. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement shall, on the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered in this Agreement and hired on or after the effective date of this Agreement shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union.

STUDENTS. High School students may be employed for a period not to exceed six (6) consecutive months without being required to become members of the Union, or pay initiation fee, provided that the student show evidence to the Employer that he/she is enrolled in a high school for the current or next regular term. The Employer will forward such evidence to the Union and the Union will not unreasonably withhold a work permit from any such student. Work permits are the equivalent of monthly union dues.

PENALTY FOR FAILURE TO PAY DUES. The Employer agrees upon request of the Union, to discharge any employee who fails to tender his initiation or reinstatement fees and periodic dues in accordance with the above.

CHECK-OFF. The Employer agrees to deduct periodic dues, initiation and reinstatement fees, as uniformly required from the pay of each employee after the receipt by the Employer of a written authorization from each such employee directing the Employer to make such deductions. The deduction shall be made once each month and remitted to the Union by the tenth day of the following month.

It is understood that such written authorization shall be voluntary on the part of the employees and that it shall be the responsibility of the Union to secure such executed assignments to the Employer on or before the twenty-fifth (25th) day of the month preceding the month for which the deductions are to be made. Any change in

the amount of periodic dues, initiation and reinstatement fees will be certified to Employer by the Financial Secretary of the Union. Any such certification changing the amount of periodic dues, initiation and reinstatement fees shall be effective the first of the month following the date the Employer receives such certification. The Employer agrees to cooperate with the Union in obtaining all necessary authorizations.

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

ARTICLE II - JOB REFERRAL SYSTEM

In order to insure Employers of a regular source of available skilled labor for each season, the Union, signatory of this Agreement, hereby undertakes to provide the Employer with sufficient employees, within its respective jurisdictions, to fill all available positions in the classifications and categories set forth in the Wage Schedules attached hereto at ASILOMAR CONFERENCE GROUNDS. The Employer agrees that said job referral system operated by the Union shall be the exclusive source of hiring employees, and agreed to employ only such persons who have been referred to it by the respective Union.

- (a) In the event that new help is required, the Employer shall immediately notify the Union and the Union shall have twenty-four (24) hours (exclusive of intervening Saturdays, Sundays or holidays) within which to recommend the help so required.
- (b) If, within a period of twenty-four (24) hours the Union fails to recommend satisfactory employees to the Employer, then at the expiration of such twenty-four (24) hours, the Employer shall have the option of seeking help from the open market.

- (c) The Employer will post all openings in advance on employee bulletin board to give opportunities to current employees.
- (d) Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on or in any way be affected by Union membership, By-Laws, Rules or Regulations, Constitutional Provisions or any other aspect of Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select applicants for referral on the basis of experience in the industry, qualifications and skill.
- (e) Within five (5) days of hire, the Employer shall provide each new employee written notice of the employee's obligation under the preceding Article, and shall supply such employee a form, to be supplied by the Union, on which the employee can provide relevant information to the Union. In addition to such notice and form, the Employer shall specify the Social Security number and the fact that such employee is a new hire on the first fringe benefit transmittal form submitted after such new employee's hire date.
- (f) The Employer at all times retains the sole right to reject any applicant referred by the Union.

ARTICLE III - MANAGEMENT RIGHTS

The Employer and the Union specifically agree that the Employer shall have the right to direct the work force and to determine the policies and methods of operating its business, except as expressly limited by the specific provisions of this Agreement.

The Employer publishes an Employee Handbook that contains information, policies and procedures important for its employees. The Employer retains the right to amend the Handbook, and otherwise amend its policies and procedures unilaterally from time to time as appropriate. The provisions of the Handbook and other policies and procedures are intended to apply to employees covered by this Agreement except where this Agreement is expressly in conflict with such provisions, in which case the

Agreement will govern. The Employer agrees to provide the Union with a copy of any amended Employee Handbook and any otherwise amended policies and procedures.

SUPERVISORS AND MANAGERS. Neither this Agreement, nor any Award or Agreement incorporating the same shall apply to persons employed in an executive, managerial or supervisory position as defined by the National Labor Relations Act.

Supervisors and managers may perform bargaining unit work that is reasonably related to providing the best possible guest service. However, no manager or supervisor shall be scheduled to reduce or eliminate bargaining unit member hours; nor shall a supervisor or manager perform work related to bargaining unit classifications when there is a qualified bargaining unit member readily available.

ARTICLE IV - INTRODUCTORY EMPLOYEES

An employee may be discharged or disciplined for any reason during the first ninety (90) calendar days of employment (the introductory period). Such discharge or discipline shall not be subject to the grievance or arbitration provisions of this Agreement. For the purposes of this Article employment shall refer to the continuous period during which the individual has worked in the service and authority of the Employer.

No employee who has successfully completed the introductory period shall be discharged or otherwise disciplined except for good and sufficient cause.

ARTICLE V - GRIEVANCE PROCEDURE

PROCEDURE. Any and all disputes that may arise as to the interpretation of or alleged violation of this Agreement, the employee or employees affected shall handle it in accordance with the following procedure:

Step One: The employee or employees affected shall take the matter up with the Employer within ten (10) days of its occurrence or reasonable knowledge of occurrence. In the case of discipline or discharge, the employee and employees affected shall take up the matter with the Employer within three (3) days of the occurrence of discipline or discharge. This may be done, either directly or through the representative of the Union, in an attempt to effect a satisfactory settlement. If no satisfactory settlement is reached, then it goes to -

Step Two: The dispute shall be referred to the representatives of the Union who shall endeavor to mediate a satisfactory settlement with the Employer or his authorized representative. Such meeting shall be held within five (5) days of the time the responding party to the grievance has answered at step one. If no satisfactory settlement is reached then it goes to -

Step Three: The Union will submit in writing the name of the aggrieved party, nature of the issue and relief sought to the Employer's Director of Labor Relations at 40 Fountain Plaza, Buffalo, New York 14202, within five (5) days after the date of the meeting held under Step Two. The Employer will submit a written answer to the Union within five (5) days after receipt of the Union's written summary. If no satisfactory settlement is reached -

A meeting of a Grievance Committee, which shall have the authority to make a final determination of all complaints disputes and grievances arising between the Employer and the Union, will be held within fifteen days of referral as set forth in the paragraph above. Such Grievance Committee shall consist of two (2) representatives of the Employer and two (2) representatives of the Union. All Employer representatives and one of the Union representatives shall be employees of Delaware North Parks Services at Asilomar, Inc., or its parent companies. If the parties at such meeting can reach no agreement, the grievance may be submitted to arbitration at the option of the Union or the Employer upon written notice by either

party to the other within five (5) days after the date of the Grievance Committee meeting.

EFFECT OF FAILURE TO APPEAL. Any grievance shall be considered as settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein.

EFFECT OF SETTLEMENT. The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of an arbitrator, by agreement between the Employer and the Union shall be final and binding upon the employee, employees or persons who are involved or affected thereby. Any interpretation of this Agreement, agreed upon by the Employer and the Union shall be final and binding upon all employees and upon any person affected thereby.

TIME AND PLACE OF SERVING NOTICES. All notices, summaries and/or other information or matter required by this Agreement to be given to the Employer in writing, shall be sent by registered mail to the Employer's principal office at 40 Fountain Plaza, Buffalo, New York 14202 and a copy shall be sent by registered mail to the General Manager at Asilomar Conference Grounds. Except as otherwise provided in this agreement, such notices, etc., shall be considered to be timely served if the envelope to the Employer's principal office is postmarked within the time limitations set forth in this Agreement.

COMPUTING TIME LIMITATIONS. Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under the grievance and arbitration procedure of the Agreement. For such purposes, the term "day" shall mean Monday through Friday, exclusive of holidays. In applying time limitations, the date of the occurrence of an event, after which the designated period begins to run, shall be excluded. The last day of the period ends at 4:00 P.M. on that day unless a mailed notice, etc., is involved in which case it ends at 11:59 P.M. on that day. The term "holiday" includes only New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or the day observed as the Holiday, (i.e. when Sunday holiday is observed on Monday.)

EMPLOYER GRIEVANCE. As an additional remedy, the Employer may present a grievance in writing to the Union and the procedure set forth in Step Three of the grievance shall be followed with respect to such grievance.

ARTICLE VI - ARBITRATION

SELECTION OF PARTIES. In the event a grievance is submitted to arbitration, the parties will attempt to select an impartial arbitrator. If agreement on the impartial arbitrator cannot be reached within five (5) days the California Mediation and Conciliation Service procedure will be followed.

SELECTION OF IMPARTIAL ARBITRATOR. The parties shall jointly request the California and Conciliation Service to provide a list of five (5) impartial arbitrators. The Employer shall strike one (1) name from such list, after which the Union shall strike one (1) name. The above procedure shall then be repeated until one (1) person remains on said list. The person remaining on said list shall serve as arbitrator.

AUTHORITY OF ARBITRATOR. The Arbitrator will then make his findings and render his decision to resolve the disagreement. The arbitrator shall not have jurisdiction to add to, modify, vary, change or remove any terms of this Agreement. The scale of wages established by this Agreement shall not be changed by any arbitration decision.

PAYMENT OF EXPENSES. The Employer and the Union will equally share the fees and expenses of the arbitrator.

EFFECT OF DECISION. The decision of the Arbitrator shall be final and binding on the Employer, the Union and the employees covered by this Agreement.

Employees who have been discharged or suspended shall have a duty to seek work so as to mitigate claims for back wages.

ARTICLE VII - STRIKES, LOCKOUTS AND WORK STOPPAGES

NO STRIKES, WORK STOPPAGES, ETC. Neither any employee, the Union nor any officers, agents or other representatives of the Union shall directly or indirectly engage in, authorize, assist, encourage, condone, ratify, lend support or in any way participate in any strike, slow-down, sit-down, work stoppage, picketing or any other concerted activities which interrupt or tend to interrupt the full performance of work during the life of this Agreement.

NO LOCKOUTS. The Employer agrees not to engage in any lockout during the term of this agreement. Complete or partial reduction of operation for economic reasons shall not be considered a lockout.

PENALTY FOR VIOLATION. In addition to any remedy that it may have at law or equity, the Employer shall have the right to discharge any employee or group of employees who shall engage in or are responsible for any conduct prohibited by Paragraph 1, above, and such discharge or discharges shall not be subject to review under the grievance procedure.

It shall not be a violation of this Agreement and it shall not be cause for discharge or for disciplinary action, in the event an employee refuses to go through or work behind any lawful primary picket line established pursuant to an authorized strike by a representative the Employer involved is legally required to recognize.

ARTICLE VIII - WAGES, HOURS, OVERTIME AND WORKING CONDITIONS

DEFINTION OF EMPLOYEE .A Regular Full Time Employee is an employee who is regularly scheduled for five (5) shifts per week or regularly works more than one hundred (100) hours per month.

A Regular Part Time Employee is an employee who is regularly scheduled for fewer than five (5) shifts per week and for fewer than one hundred (100) hours per month.

An Extra Employee is an employee who is temporarily or intermittently hired, in addition to the Employer's regular employees.

WAGE SCHEDULE. Detailed schedules of minimum wages have been agreed upon between the parties and are set forth in the Wage Schedules that are attached hereto and thereby made a part thereof. The rates shown on such wage schedules shall remain in full effect for the duration of this agreement.

WORK WEEK / WORK DAY. Regular Full Time Employees will normally be scheduled for work five (5) shifts per week, subject to the provisions for reductions in shifts contained in Article X - Seniority. The normal, but not guaranteed workday shall be as follows:

Housekeeping: Seven and one-half (7 ½) paid hours within an eight (8) hour day.

Laundry: Eight (8) paid hours within an eight and one-half (8 ½) hour day.

Conference Services: Seven and one-half (7 ½) paid hours within an eight (8) hour day.

Crocker Hall/Graveyard Shift: Eight (8) paid hours within an eight (8) hour day.

Maintenance: Eight (8) paid hours within an eight and one-half (8 ½) hour day.

Front Desk/PBX/Reservations/Retail: Eight (8) paid hours within an eight and one-half (8 ½) hour day.

Except as provided above with respect to Crocker Hall/Graveyard Shift, employees who are required to remain on-call during the one-half (1/2) hour meal period, will be paid for the meal period and regularly scheduled for eight (8) total hours.

All meal breaks are to consist of thirty (30) uninterrupted minutes and comply with current California State Law.

Employees regularly scheduled for seven and one-half (7 ½) or eight (8) paid hours will receive two (2) fifteen (15) minute paid break periods during the workday. The first break period will occur during the first half of the workday, but not during the first scheduled hour of the workday. The second break period will occur during the second half of the work day, following the meal period, but not during the last scheduled hour of the workday. The Employer and the Union recognize that occasionally the requirement of providing the best possible guest service may necessitate reduction or elimination of a rest period.

All employees will receive a meal of the type served to the Employer's guests during a one-half hour period during the workday.

Housekeepers working a sixth (6th) consecutive day during the Employer's payroll week will receive one and one-half (1 ½) the regular rate for all hours worked on the sixth (6th) day if any hours worked the sixth (6th) day exceed forty (40) hours during that payroll week.

All work performed on a seventh (7th) consecutive workday which is in excess of forty (40) straight time hours worked by the employee during the seventh (7th) consecutive day period shall be compensated at one and one-half (1 ½) the employee's straight time rate. This rate shall not apply where work on the seventh (7th) consecutive day is the result of schedule change made to accommodate the request of the employee.

OVERTIME. The Employer will pay one and one-half (1-1/2) times the employee's regular rate of pay if the employee works either more than eight (8) hours in the workday, over 40 hours in a workweek. The Employer will pay double the employee's regular rate of pay for either any hours worked over twelve (12) hours in a workday, or any hours worked more than eight (8) hours on the seventh (7th) day of the work week.

Employees are not entitled to work overtime hours without the consent of the Employer.

Application of the provisions of this Agreement shall not result in the pyramiding of overtime pay.

ESTABLISHED MINIMUMS. All rates set forth in the Wage Schedule are recognized by the parties hereto as established minimums. Moreover, nothing contained in this Agreement is to be interpreted to forbid or prevent the rewarding of meritorious services by individual employees by rates of wages in excess of the minimum, nor shall this Agreement serve to reduce the wages of present employees currently receiving compensation in excess of the established scale.

UNION VISITATION. Properly authorized representatives of the Union shall be permitted to enter the premises of the Employer to investigate the standing of all employees and to investigate working conditions to ensure that this Agreement is being enforced, providing that no interviews shall be held during the rush hours or shall unreasonably interrupt the duties of any employee. The Union representative shall first obtain the approval of the Employer, or his designated representative, which shall not be unreasonably withheld. The Employer and the Union representative shall conduct themselves in such a manner as to carry out the intent and spirit of this Agreement. The Employer shall not interfere with the representative of the Union in the proper exercise of his duty.

UNION NOTICES. The Employer agrees to allow the Union to post notices and union information on bulletin boards in locations normally used for employee information. The Employer agrees to provide enclosed plexiglass bulletin boards in the Front Desk, Dining Room, Maintenance and Housekeeping Departments. The Union

agrees not to post notices that hold the Employer in disrepute or that are slanderous in nature.

WAGE PAYMENT. The Employer agrees to pay all employees covered by this Agreement weekly. The Employer will maintain an accurate and reliable method for each employee to record his or her work hours. Such records shall be available for review by the Union upon request in order to fulfill its obligations under this Agreement. It shall be the obligation of each employee to accurately and properly record work hours in the manner required by the Employer.

WORK SCHEDULE. The Employer will post a work schedule in a conspicuous place specifying the name of each employee, the classification, scheduled starting and finishing time for each shift, and scheduled days off. The schedule will be posted a minimum three (3) days prior to its starting day, but may be changed as a result of change in reasonable business need.

The Company may establish 8:00 a.m. shifts for housekeeping. Staffing for said shifts will come from volunteers.

REPORTING PAY. Employees who are scheduled to work will be notified at least three (3) hours prior to scheduled starting time if they are not to report to work. If an employee is not notified, either in person or by telephone at a number given to the Employer for purposes of this Section, and reports to work capable of working, the Employer shall pay the greater of one-half (1/2) the scheduled shift or two and one-half (2 ½) hours pay.

COMBINATION JOBS. Where an employee occupies a position which combines two (2) or more classifications of work, the employee shall be paid at the rate of the higher classification for all time worked in the higher classification, if the employee spends in excess of one (1) hour performing the work of the higher classification. The Employer will not evade the hiring of an employee in the higher classification by virtue of this provision where an employee would normally be hired in the higher classification.

As a matter of principle, the Employer will not utilize this provision to deprive any person of job opportunities.

UNION ACTIVITIES. Employees will not engage in activities on behalf of the Union that interrupt employees during working hours, except as otherwise provided in this Agreement. No employee shall be discharged or otherwise disciplined for engaging in protected Union activity, including the filing of grievances. Employees may wear one (1) Union button of a suitable design. (The current button, a white square with blue logo approximately three (3) square inches in area, is acknowledged as suitable).

UNION COMMITTEE. The Union may designate current employees as members of the Union Committee to assist in the handling of the Union's responsibilities under the Agreement at the option of the Union Representative, but shall not have authority to alter, amend or modify any terms and/or provisions of the Agreement. The Union shall inform the Employer in writing of the designated Union Committee. Three (3) members designated by the Union, each working in a separate department of the Employer, may for up to one hour per week on Company time process grievances at Step Two or above of the Grievance Procedure, meet with the Employer or his representative to resolve issues under the Agreement, or, with the approval of the Employer or his representative meet with the Union Representative either on or off the Employer's premises.

UNIFORMS. When uniforms are required by the Employer to be worn by the employees as a condition of employment, such uniforms shall be provided and laundered by the Employer. The term "uniform" includes wearing apparel and accessories of distinctive design and color.

NEW CLASSIFICATIONS. Should the Employer establish any classification not listed in this Agreement during the term of this Agreement that falls within the jurisdiction of the Union, the parties, upon reasonable notice, will negotiate a mutually agreeable wage rate for such classification, subject to the grievance procedure.

Subject to Section 8, a new Engineer position is to be created and included in the attached Wage Schedule.

INDIVIDUAL CONTRACTS. No employee shall be compelled or permitted to enter into any individual contract or agreement with the Employer concerning conditions of employment varying conditions contained in this Agreement.

NON-DISCRIMINATION/COMPLIANCE. The parties agree that in the conduct of employment and discipline practices, neither party will discriminate or permit, condone, or authorize discrimination based on a race, color, religion, creed, age, sex, disability, national origin, ancestry or any other legally protected classification. All employees shall be instructed on the foregoing.

The parties also acknowledge the necessity of complying with all applicable federal, state and local laws and regulations governing the Company's business, including, but not limited to, those affecting the conditions of employment. The union, for and on behalf of its membership, agrees to cooperate with management in implementing any changes in working conditions and/or operations that may be necessitated from time to time to comply with this provision. There shall be no discrimination against any employee by reason of race, color, religion, sex or national origin. It is the intention of the parties to fully comply with Title VII (Equal Employment Opportunity) of the Civil Rights Act of 1964.

ARTICLE IX - PAID TIME OFF

UNSCHEDULED TIME OFF. In order to receive paid time off credit for an unscheduled absence from work, employees must notify the Employer as early as possible, but not later than three (3) hours prior to the start of the scheduled shift. The Employer acknowledges that there are certain occasions when this notice is not possible. The parties acknowledge the need for advance notice to allow the Employer sufficient time to find a replacement for the absent employee.

During regular operating hours of the applicable department, employees should telephone the department directly and report the unscheduled absence and reason for the absence to the Employer. Outside of regular operating hours for the applicable department, employees should telephone the Front Desk and report the unscheduled absence and reason for the absence. The employee will be forwarded to the applicable department's voice mail system where the employee will also report the unscheduled absence and reason for the absence. Approval for unscheduled absence will not be unreasonably withheld.

Unscheduled absence for work in excess of two (2) days may result in the Employer, in his sole discretion, requiring the employee to provide documentation regarding the reason for the absence. Failure to report an unscheduled absence will result in an unexcused absence.

SCHEDULED TIME OFF. In order to schedule paid time off, the employee must make request for approval not later than the Wednesday prior to the week in which paid time off is requested. Requests for paid time off will be approved in the order the Employer receives them.

VACATION BID. Each November the Employer will receive paid time off requests from employees for the following calendar year. Requests for paid time off received prior to December 1st will be honored in order of seniority. The Employer will post a calendar of scheduled paid time off before January 1st of the applicable calendar year.

LEAVE COORDINATION. Employees on Sick Leave, Family and Medical Leave, and disability leave must use available unscheduled paid time off for the initial portion of such leave, except that employees may retain a maximum of eight (8) days unscheduled paid time off.

PAID TIME OFF - NEW HIRES. Employees hired between January 1 and June 30 of a given year will be granted six (6) days paid time off that may be taken during their first (1ST) calendar year of employment.

Employees hired between July 1 and October 31 of a given year will be granted three (3) days of paid time off that may be taken during their first (1ST) calendar year of employment.

Employees hired between November 1 and December 31 will not be eligible for any paid time off in their initial calendar year of employment.

SICK DAYS. Employees hired on and after June 23, 2004, shall be entitled to five (5) sick days after one (1) year of service.

PAID TIME OFF - CURRENT EMPLOYEES.

- (a) Paid time off for all employees hired prior to June 23, 2004, and not covered by the new hire provision is awarded on a calendar year basis beginning January 1st of each year according to the following schedule:

Employees will receive ten (10) days of paid time off during the second (2nd) calendar year of employment.

Employees will receive fifteen (15) days of paid time off per year for more than two (2), but less than five (5) full years or less of service.

Employees will receive twenty (20) days of paid time off per year after the completion of five (5) years of service.

Employees will receive twenty-five (25) days of paid time off per year after the completion of ten (10) years of service and all subsequent years of service.

Note: Any employee who is full time (regularly scheduled five shifts per week or more than 100 hours per month) will receive (8) hours paid credit per day even though they do not work an eight (8) hour day. Employees who average less than five (5) shifts per week and 100 hours per month will receive daily credit for time off pay based on average hours worked per week.

An employee with fewer than ten (10) full years of service may carry over a maximum five (5) days paid time off. Employees with more than ten (10) full years service may carry over a maximum of eight (8) days paid time off.

- (b) Employees hired on and after June 23, 2004, shall receive vacation in accordance with the following schedule:

Employees will receive five (5) days of paid time off during the second (2nd) calendar year of employment.

Employees will receive ten (10) days of paid time off per year for more than two (2) but less than eight (8) full years or less of service.

Employees will receive fifteen (15) days of paid time off per year after the completion of eight (8) years of service.

Employees will receive twenty (20) days of paid time off per year after the completion of eighteen (18) years of service and all subsequent years of service.

It is understood that the number of days listed in the Paid Time Off provision above include(s) up to five (5) sick days per year. Should an Employee terminate employment, they are entitled to any earned and accrued vacation. It is further understood that Employees are not entitled to any earned and accrued sick days that are part of the Paid Time Off provision should they terminate employment.

VACATION DONATION PROGRAM. The Employer and the Union agree to a pilot program to provide for the donation of vacation hours to employees affected by medical emergencies.

ARTICLE X - HOLIDAYS

The Employer will observe the following nine (9) paid holidays during each year of the Agreement.

<i>New Year's Day</i>	<i>Thanksgiving Day</i>
<i>President's Day</i>	<i>Christmas Day</i>
<i>Memorial Day</i>	<i>Employee's Birthday</i>
<i>Independence Day</i>	<i>Floating Holiday</i>
<i>Labor Day</i>	

- a) Regular Full-time and Regular Part-time Employees who have completed six (6) months service who work on the named holidays will receive two (2x) times the regular rate for work on the holiday. Regular Full-time Employees who have completed six months service will receive eight (8) hours pay for each holiday. Employees with less the six (6) months service will receive one and one-half (1.5x) the regular rate of pay for work on the holiday.

It is not the Employer's intention to schedule employees for fewer than forty (40) hours worked during a holiday week, except to reflect actual business need.

- b) Employees hired on and after June 23, 2004, shall be entitled to holiday pay after one (1) year of service.

Employees hired on and after June 23, 2004, shall receive premium pay for working holidays according to the following schedule:

Employees who have worked up to four (4) months of service shall receive straight time rate of pay.

Employees who have worked four (4) months to twelve (12) months of service shall receive time and one-half ($1\frac{1}{2}$ x) the regular rate of pay.

Employees who have worked twelve (12) months or more of service shall receive two (2x) times the regular rate of pay.

ARTICLE XI - SENIORITY

CLASSIFICATION SENIORITY. Seniority rights shall be determined and applied in accordance with classification of the employee or employees involved.

NO SENIORITY - PROBATIONERS. An employee shall not acquire seniority rights until he has completed his probationary period as set forth in this Agreement. After the completion of his probationary period, the employee's seniority shall date from the date of his/her last hire.

DEFINITION. Seniority rights shall be interpreted to mean and shall be based on length of service with the Employer computed from the latest hiring date.

APPLICATION OF SENIORITY. When schedules are reduced in any classification, full-time employees in the classification will be assigned equal numbers of shifts. Where such shift assignments result in scheduling of any employees fewer than four (4) shifts per week, said employees will be placed on layoff status. Additional shifts shall be assigned by seniority until all full-time employees have been restored to five (5) shifts per week schedules. The employer will not add new employees in any classification while current employees are scheduled for fewer than five (5) shifts per week.

Layoffs shall be made within each classification based upon seniority in that classification provided that an employee who is subject to lay off may use date of hire seniority in order to occupy a position in a lower classification the employee previously occupied. The employee's seniority in the lower classification will be the employee's date of hire seniority.

An employee shall be recalled in the classification from which the employee was laid off based upon seniority in that classification; provided that for purposes of recall from layoff, an individual's seniority shall include time spent in a higher classification as set forth above.

An employee who is required to occupy a lower classification in order to avoid layoff shall be recalled to the higher classification, subject to loss of seniority provisions, based solely upon the time spent in the higher classification, whether or not the employee has been laid off from the lower classification.

CALL IN. If all employees are working the five (5) shifts specified by this contract and additional help is required, the most senior employee will be called in for work. The employee will be told the number of hours available. If the senior employee is not available to work, the next employee in line will be called and so on until a replacement is found. Should the Company fail to secure a replacement, inverse seniority shall be invoked.

It is understood that the Employer will utilize seniority in balancing the weekly work schedule; ie: if some employees are scheduled 4 days and some 3 days, the most senior employees with 3 days will be called.

The Employer and the Union agree to start a 6-month pilot program in the Housekeeping Department allowing Supervisors to call employees in early in order for the employee to get 8 hours of work.

PROMOTIONAL OPPORTUNITY. The Employer recognizes the principle of seniority and the desirability of promoting from within. Qualified employees from within the bargaining unit shall be given consideration in filling said vacancies. However, nothing herein shall abridge the Employer's right to determine qualifications and to fill vacancies with the most qualified applicant.

Where an employee within the bargaining unit is denied a promotional opportunity or transfer, the Employer will counsel the employee with respect to the reason the promotional opportunity or transfer was denied. The Employer shall notify employees of available training resources and promotional opportunities.

In the event that an employee, within forty-five (45) calendar days of a promotion, transfer or filling of a job vacancy decides to return to the position formerly occupied, or is determined by the Employer not qualified to occupy the new position, the employee shall be returned to the former job classification at the then current wage scale for the classification without loss of seniority.

LOSS OF SENIORITY. An employee shall lose seniority and his status as an employee shall terminate for the following reasons:

- a) Quitting voluntarily
- b) Discharge for just cause
- c) Layoff for six (6) consecutive months
- d) Accepting other employment while on leave of absence
- e) Failure to report for work after recall or leave of absence, unless excused by the Employer because of an unusual circumstance; such excuse shall not be unreasonably withheld.

ARTICLE XII - MILITARY SERVICE

The Employer shall comply with all applicable laws pertaining to employees who perform military service for the United States.

ARTICLE XIII - LEAVE OF ABSENCE

PERSONAL. At Employer discretion, employee leaves of absence for the purpose of, but not limited to, personal, union business, medical, and family, not to exceed thirty (30) days may be granted. Such leave may be extended in increments not to exceed thirty (30) days. Any employee granted a leave of absence shall not lose his seniority rights by reason of said leave of absence. Leave of absence requests shall be in writing to the appropriate department manager.

SICK LEAVE. A sick leave of absence, without pay, will be granted for actual illness or recuperation from illness for a maximum of twelve (12) months. The Employer may require proof of illness.

The Company and the Union agree to abide by the Family and Medical Leave Act.

FAMILY AND MEDICAL LEAVE. Employees who have worked for at least twelve (12) continuous months and 1,250 hours over the past twelve (12) month period are eligible.

Employees are eligible for twelve (12) weeks unpaid leave during any twelve (12) month period for the birth, adoption or foster care placement of a child, to care for a sick family member (spouse, child or parent only), or for the employee's own serious health condition.

Unpaid leave may be taken intermittently or on a reduced leave schedule.

Employees must be able to return to previous positions, or equivalent positions, after completion of unpaid leave.

Key employees need not be restored to their previous positions if restoration would cause a substantial and grievous economic injury to the Employer.

Group health benefits must be continued for the employees up to twelve (12) weeks while employees are on unpaid leave.

Employees generally are required to give employers thirty (30) days' notice for foreseeable leave.

The Employer can require a medical certification and two (2) subsequent opinions to justify leave for a serious health condition.

For further information, please refer to the Company handbook.

BEREAVEMENT LEAVE. In the event of the death of an employee's father, mother, grandparent, brother, sister, spouse, child, or domestic partner, or the death of the father, mother, grandparent, brother, sister, or child of the employee's spouse or domestic partner, the employee shall be granted a paid leave of absence, not to exceed three (3) regularly scheduled days of work, to make funeral arrangements, attend funeral services, or assist other family members. This provision does not apply if the applicable death occurs while the employee is on an unpaid Leave of Absence under other provisions of this Article, or on layoff.

UNION LEAVE. Any employee selected by the Union to attend education or training meetings or to participate in other union business or activities, including but not limited to Union Executive Board meetings and union conventions (but not including the processing of grievances), may be granted a leave of absence of up to three (3) months total within a rolling two (2) year period without pay and without loss of seniority to attend such meetings, business or activities, provided the Employer is given at least two (2) weeks advance notice, and provided that the number of employees on such leave at any one time shall not exceed three (3) maximum total: one employee from Rooms, one employee from Food & Beverage, plus one additional employee for a total of 3 employees maximum. Requests for such leave may be defined for legitimate business reasons. Should such a request be denied, the parties will work out the time or circumstances when the leave will occur.

IMMIGRATION LEAVE. Follow current provision in the contract regarding personal leave of absence. Said leaves will be for a maximum of sixty (60) days with extensions of thirty (30) days per the current labor agreement

NO-MATCH LETTERS

In the event that the Employer receives notice, either by correspondence or otherwise, from the Social Security Administration ("SSA") indicating that some of the employee names and Social Security numbers ("SSN") that were reported on the Wage and Tax

forms W-2 for the previous tax year do not agree with the SSA's records, the employer agrees to:

1. The Employer will notify the Union upon receipt of any such notice and will provide a copy of the notice to all employees listed on the notice and to the Union.
2. The Employer will display the following notice prominently on its premises:

"Attention All Employees: In order to ensure that the Social Security taxes that are withdrawn from your wages are properly credited to your Social Security records, please compare the name that appears on your check stub with the name and number on your Social Security Card to ensure that we are using the exact same information. Even the simplest typographical error can sometimes cause problems in the Social Security Administration's records, and your earnings might not be properly credited. Correcting this information is very important for your future Social Security benefits should you become disabled or when you retire. Please contact the human resources office if you notice any errors. Thank you."

3. The notice will also be posted in Spanish.
4. The Employer agrees that it will not take any adverse action against any employee just because they are listed on the notice, including firing, laying off, suspending, retaliating, or discriminating against any such employee.

Notification by the Employer to affected employees of the receipt of the No-Match letter(s) will not be considered to be in violation of this Section.

ARTICLE XIV - TRAINING

Employees designated to train new employees shall receive a premium above the otherwise applicable rate of pay of fifty (\$.50) cents per hour for each hour or part thereof during which the designated employee is actually engaged in training.

In selecting employees for training responsibility, the Employer will apply the standards set forth above with respect to Promotional Opportunity. Employees may decline the designation to train without adverse action by the Employer.

ARTICLE XV – INSURANCE

Medical, dental and vision coverage is provided under HERE Local 483 Culinary Plan.

Company makes 100% of applicable contribution on behalf of eligible employees to Fund.

MAINTAINING COVERAGE. For employees hired prior to the June 23, 2004 ratification, the Company agrees to contribute on actual regular hours paid each month thereafter, up to a maximum of 40 hours per week, by all full-time bargaining unit employees to maintain coverage. In no event will the Company contribute fewer than 100 hours per Regular Full-time Employee November through April and no less than 130 hours per Regular Full-time Employee May through October to maintain coverage. The minimum hours are reviewed by the Trustees annually.

NEW HIRES. For employees hired on or after June 23, 2004, the Company shall contribute on all actual hours worked, up to a maximum of 40 hours per week, from the starting date of all new Regular Full-time Employees.

For employees hired on and after June 23, 2004, there will be no “cap” hours. Employees can make up shortages in contribution by contacting the Culinary Insurance at the telephone number 1-831-375-3132.

INSURANCE PROVISIONS

- a) The parties acknowledge that they are signatories to a certain Second Amended Agreement and Declaration of Trust dated January 16, 1984 which continues in effect the Monterey Peninsula Restaurant and Hotel Insurance Fund, also known as the Monterey Culinary Insurance Fund. Said Second Amended Agreement and Declaration of Trust is hereby incorporated herein and made a part of this Agreement, and shall be binding on the Employer.
- b) The Employer accepts, assumes and agrees to be bound by all the terms and conditions imposed upon said Employer by the aforesaid Second Amended Agreement and Declaration of Trust. The Employer by making contributions to the Monterey Culinary Insurance Fund does hereby agree that by so doing he does irrevocably designate and appoint the Employer designated Trustees described in said Trust Agreement as Trustees authorized to act in his behalf, and irrevocably ratifies the designation, selection, appointment, removal, and substitution of the Trustees as provided in said Second Amended Agreement and Declaration of Trust.

- c) The Employer will continue to fully pay for health care pursuant to current collective bargaining agreement provisions.

The employer agrees to post the insurance transmittal in each department for employees review.

Effective 11/1/2006 through 7/31/2010 the Employer shall contribute a base rate no less than \$3.30 per hour but not to exceed \$26.40 per day to the Insurance Fund, as long as there exists 2.25 months or greater of free reserves (see below).

The Insurance Fund consultant shall furnish the Insurance Fund a reserve report at the end of each quarter during the contract period advising of the Insurance Fund reserve status. The quarters shall consist of January through March/April through June/July through September and October through December. The report shall be furnished no later than the end of the month following the reported quarter.

The formula for calculating the deductions from the reserves to establish free reserves and the formula for calculating the 2.25 months of estimated expenses, which need to be on hand as free reserves, shall remain constant. This is determined by dividing the Net Fund Balance by the average monthly benefit and expenses for the last 12 months, which calculation is set forth in letter from consultants Rael & Letson, dated Jan 26, 2004, a copy of which is made part of this Agreement.

If at the end of the 3rd month of any quarter during the contract period from August 1, 2006 through July 31, 2010, the Insurance Fund reserves fall below 2.25 months' reserve (as reported to the Insurance Fund trustees and Administrator by the Fund consultant), the Employer shall contribute the appropriate replenishment rate as listed below, beginning for hours worked in the 2nd month of the current quarter following the reserves falling below the 2.25 month level:

The replenishment rate for hours worked commencing on 8/1/06 through 11/30/06 shall be \$3.48 per hour based on the reserve report issued for the quarter that ended on 6/30/06.

The replenishment rate for the hours worked commencing 12/1/06 shall be \$3.80 per hour based on the reserve report issued for the quarter ended on 9/30/06 until the reserve level rises equal to or greater than 2.25 of free reserves in subsequent quarter reports.

Thereafter, the replenishment rate for hours worked commencing 8/1/2007 shall be \$4.14 if needed based on the reserve report issued 6/30/07. The replenishment rate for hours worked commencing 2/1/08 shall be \$4.24 if needed based on the reserve reports issued on 12/31/07. This pattern of replenishment shall continue for the life of the contract.

August 1, 2008 Replenishment	\$4.58 per
Rate:	hour
February 1, 2009 Replenishment	\$4.73 per
Rate:	hour
August 1, 2009 Replenishment	\$5.07 per
Rate:	hour
February 1, 2010 Replenishment	\$5.20 per
Rate:	hour

The Employer shall continue the replenishment rate (subject to increase per calendar dates listed above) until the report for any quarter shows that the reserves have increased to 2.25 months or greater at which time the base rate shall be resumed in the following month. Example: for the January through March quarter the report for the month ending in March will be furnished no later than April 30th. Hours worked in the month of May shall be paid at the appropriate replenishment rate or the base rate.

The Employer shall not be required to contribute beyond 8 hours per day.

It is possible that a Replenishment Rate may not be required during the time periods listed above (if the Insurance Fund reserves are 2.25 months or above). Should this occur and subsequently the Replenishment Rate is required, it shall be the first calendared unused Replenishment Rate.

Example: If the Replenishment Rate is not utilized from August 1, 2007, to February 1, 2008, but is required for the year beginning February 1, 2008, the Replenishment Rate shall be \$4.14 and shall be paid rather than the stated Replenishment Rate to be paid beginning February 1, 2008, of \$4.24 per hour. Following that pattern, in subsequent quarters when a Replenishment Rate is utilized, the Replenishment Rate to be used reverts to the last previously unpaid Replenishment Rate on the schedule above. At the same time, if a Replenishment Rate listed above is not utilized, then 50% of the unused difference between the base rate (when the base rate is being paid) and the scheduled Replenishment Rate listed above (or the difference between the Replenishment Rate being paid and the scheduled Replenishment Rate listed above, whichever is applicable) will be "rolled over" as a credit for use in addition to a replenishment rate for the future, strictly for the maintenance of current benefits (and not for improvement of benefits), in the event that the reserves drop below 2.25 months.

For example, if the Replenishment Rate goes up to \$4.14 on August 1, 2007, but then the next Replenishment Rate of \$4.24 is not needed on February 1,

2008 and the contribution rate drops back to the base rate of \$3.30, then effective February 1, 2008, 50% of the unused \$.96 difference between the base rate and the unused scheduled Replenishment Rate (that is, \$.48) is to be earmarked as a credit to be applied with and when the next Replenishment Rate is required, for so long as the reserves remain below 2.25 months. That credit will be calculated by multiplying the difference (here, \$.48), times the number of hours of contributions for the period that the base rate is paid. The earmarked credit contribution amount will be used to replenish the Insurance Fund reserves up to the 2.25 month level in addition to when a replenishment rate is required. As another example, if the Insurance Fund reserves drop below 2.25 months in December, 2008, such that a Replenishment Rate is triggered in February 2009, and the Replenishment Rate then goes up to \$4.24 (i.e., the last previously unpaid Replenishment Rate listed), then 50% of the difference between that Replenishment Rate of \$4.24 and the scheduled Replenishment Rate of \$4.73 (that is, 50% of \$.49, or \$.245 times the number of contribution hours for that period) will be earmarked as a credit to be applied with the next Replenishment Rate required, so long as the reserves remain below 2.25 months or until the credit is used up.

The credit to be paid during a period of replenishment (when a replenishment rate is being paid) shall be paid based on the FIFO Principal, the first hours of credit accrued shall be the first hours paid at the same amount accrued. When the credits accrued have been exhausted, the credit payment shall cease.

At the end of the contract, any of the 50% unused Replenishment Rate credit amount shall be earmarked as a credit toward Insurance Fund payments for the next contract if needed. (That is, if the reserves drop below 2.25 months in the last month of any quarter of the new contract, the credit will be paid under the same formula used during the current contract.

Both the Employer and the Union acknowledge there may be a credit balance at the expiration of this agreement. Therefore, this insurance section (10c) of the agreement shall remain in full force and effect until a new agreement is reached.

If the Employer party to the Health and Welfare Trust ceases to be a contributing Employer to the Insurance Fund during the term of this Agreement, any credit balance which the Employer has shall be submitted to the insurance Fund upon notification and verification of said amount.

On or before August 1, 2010, the Employer agrees to meet and negotiate any potential new increases in said rates.

- d) **MOST FAVORED NATION.** In no event shall the Employer contribute more per hour to the Insurance Fund than the minimum rate at which any hotel in the Class A hotel group (Bay Park Hotel, Carmel Mission Inn, Highlands Inn, Hyatt Del Monte Corp., Monterey Beach Resort, and Quail Lodge Resort). The intent is that the Employer does not pay more for the same benefit.
- e) In the event Congress of the State of California enacts comprehensive health care legislation whose requirements are applicable to employees covered by collective bargaining agreements, the Employers and the Union shall meet to discuss the required changes in the section/article during the term of this Agreement and/or unless the parties' discussions result in a mutual agreement to do otherwise, the provisions of the section/article shall remain in full force and effect for the duration of this Agreement.
- f) The Employer does hereby agree to, and shall pay to the Monterey Culinary Insurance Fund, the amounts, and at the times set forth above, for all his employees on a calendar monthly basis.
- g) All of the contributions provided for herein shall be made payable not later than the tenth (10th) of each month.
- h) Pursuant to the provisions of the Trust Agreement, if the Employer signatory herein fails to make a required contribution to the Fund in accordance with the provisions of this section, he shall be held personally liable for any benefits due his employee as specified in the Schedule of Benefits provided by said Fund for eligible employees.
- i) The Employer shall make the appropriate contribution to the Fund for his employees while they are on paid time off in the same manner as if they were actually employed. If employees cash out paid time off and do not take the time, no contribution would be made.
- j) At the Union's option with membership approval, wages may be reduced and the amount of the reduction instead contributed by the Employer to the Insurance Fund.

Employees on approved leave of absence or absent due to compensable work-related injury or illness shall remain eligible based upon the Company's contribution of 100 hours November through April and 130 hours May through October.

ARTICLE XVI - RETIREMENT PLAN

Employees are covered under the Asilomar Retirement Savings Plan. Eligible employees can contribute to the Company's Retirement Plan.

ELIGIBILITY. All Union-represented employees will be eligible to participate upon the completion of one (1) year of service (12 months from the date of hire in which they have worked at least 1,000 hours) and attainment of age 21.

ENROLLMENT DATES. The first January 1, April 1, July 1, or October 1 following the completion of the eligibility requirements.

EMPLOYEE CONTRIBUTIONS. Employees may elect to contribute up to 20% of their earnings to the Plan. Maximum percentage limit for contributions is as follows:

Pre-tax 401(k)	- 20%
After tax	- 10%

Employees hired on or after June 23, 2004 will be eligible for the following plan:

After the employee's one (1) year of service, has worked 1,000 hours and is 21 years of age, the Employer will match 50% of the first 4% of the employee's contributions. In addition, the Employer will make a 2% non-elective contribution of the employee's gross pay.

EMPLOYER CONTRIBUTION. Employer contribution of 3% of gross pay and a 50% match of employee 401(k) contributions, not to exceed a total employer contribution of 6% of gross pay. Employee must be employed by the Company on the last day of the Plan year (12/31) and have worked at least 1,000 hours in order to receive an employer contribution.

VESTING. The employee is always vested 100% in his/her own contributions and will become vested in the Employer contribution according to the following schedule:

<u>Years of Service</u>	<u>Vested Percentage</u>
1 year	20%
2 years	40%
3 years	60%
4 years	80%
5 years	100%

ANNUAL REOPENER. The Union may reopen this Article for the purpose of negotiating whether or not the Employer will participate in any multi-employer pension plan available under the Agreement. However, this Article of the Agreement will automatically renew itself from year to year unless written notice, of the desire to provisions of this Article, is given to the Employer by the Union on or June 30th of any year in which they desire to negotiate a new provisions to this Article. Mail addressed to the Employer is to be sent to its principal office at 40 Fountain Plaza, Buffalo, New York 14202.

ARTICLE XVII - EMPLOYEE ASSISTANCE PLAN

The Employer will continue to offer and employee assistance plan containing benefits consistent with those offered by the current plan through Holman. Those benefits include:

Dedicated toll-free telephone service to provide free access to consultants 24 hours a day, seven (7) days a week.

Expert consultation to help sort through the employee's individual issues in a confidential manner. If a face-to-face meeting is necessary to determine an employee's needs, the consultant will schedule a meeting for that employee with a Holman affiliate at no cost.

An extensive collection of printed educational materials to help the employee make sound decisions.

Over 300 practical Tips-on-Tape on work and personal issues. Call 1-800-965-9302 for a complete listing.

Convenient Library-by-Mail with books, videos, and audiotapes employees can borrow via fax or phone. Call 1-800-965-9302 for a complete listing.

ARTICLE XVIII - LABOR-MANAGEMENT COOPERATION

The Employer and the Union agree that resolution of issues that arise in the workplace can often be best resolved by a process that recognizes the interests of all parties. In furthering this agreement the parties agree to create a team consisting of three (3) members of the Union Committee, a designated Union representative, and members appointed by the Employer. The Labor-Management Team will meet no less frequently than once per month, but may schedule additional activity, as they deem necessary. Union Committee members will receive their regular rate of pay for all hours engaged in Labor-Management Team activity, but such hours will not be included in the calculation of any premium pay.

The Labor-Management Team will have the responsibility and authority to examine all issues related to working conditions that are not covered by this Agreement and to make recommendations to the Employer and the Union regarding adjustments to working conditions. Initially the Labor-Management Team is charged by the Employer and the Union with taking an interest-based approach to addressing issues regarding workplace safety, including the issuance of safety shoes, employee child care, and uniform outerwear.

The Employer will provide the Labor-Management team with interest-based problem solving skills training similar to the services offered by the Workplace Institute.

ARTICLE XIX - FACILITY FEE DISTRIBUTION

The Employer will distribute to bargaining unit employees a percentage, described below, of all facility fees and other funds received by the Employer that are designated for employees.

Effective June 23, 2004, the Employer agrees to a one (\$1.00) dollar facility fee to the Fund for leisure and transient customers.

On the effective date of this Agreement and on each subsequent anniversary date, the Employer will provide to the Union the total number of its non-exempt hourly employees and the total number of bargaining unit employees. The percentage of bargaining unit employees within the total of non-exempt employees is the percentage of the facility fee and other funds allocated for distribution to bargaining unit employees.

(Total non-exempt employees = 200; total bargaining unit employees = 180; Distribution to bargaining unit employees = 90%).

All facility fees and other funds allocated in this manner will be distributed to eligible employees on a quarterly basis, effective the last day of February, May 31, August 31, and November 30, each year of the agreement. All facility fees and other funds will be credited to the account during the quarter that they are actually received by the Employer. Funds will be distributed no later than the second Friday following the close of the applicable quarter.

Eligible employees will include all non-probationary employees who are on the Employer's payroll at the close of the applicable quarter. Eligible individuals will receive one credit for each hour actually worked during the applicable period. Employees who complete their probation during the applicable period will receive one credit for each hour actually worked after completion of probation. (600 eligible hours actually worked = 600 credits).

Note: Any employee who is full time (regularly scheduled five shifts per week or more than 100 hours per month) will receive 8 hours paid credit per day even though they do not work an 8 hour day. Employees who average less than 5 shifts per week and 100 hours per month will receive daily credit for time off pay based on average hours worked per week.

A breakdown of Facility Fee & Banquet Service Charge distributions shall be posted and made available in each department quarterly.

Records of the funds collected for distribution to employees shall be available to the Union upon request in order to fulfill its obligations under this Agreement.

ARTICLE XX - SUCCESSORS

Before the Employer, party to this Agreement, disposes of, transfers, leases, or assigns the premises covered by this Agreement, the Employer will notify the interested party of the provisions of this Agreement and inform the Union of the proposed change.

ARTICLE XXI – VOLUNTARY POLITICAL DEDUCTION

The Employer agrees to honor voluntary political contribution deduction authorizations from employees, in the following form:

“I hereby authorize my Employer to deduct from my pay the sum of \$_____ per month and to forward that amount to UNITE HERE TIP Campaign Committee. This authorization is signed voluntarily and with the understanding that the UNITE HERE TIP Campaign Committee will use this money to make political contributions and expenditures in connection with Federal elections. I am aware of my right to refuse to sign this authorization without reprisal. This authorization may be revoked by mailing notices of revocation by United States Registered or Certified Mail, Return Receipt Requested, to the Treasurer, UNITE HERE TIP Campaign Committee, 1125 – 17th Street, NW, 5th Floor, Washington, D.C. 20036, and to the Employer.

The political contribution deduction shall be made once each month during which an employee who has performed compensated service has in effect a voluntarily executed political contribution deduction authorization. The money shall be remitted within thirty (30) days after the last day of the preceding month to the UNITE HERE TIP

Campaign Committee, 1125 – 17th Street, NW, 5th Floor, Washington, D.C. 20036, accompanied by a form stating the name and Social Security number of each employee for whom a deduction has been made, and the amount deducted. A copy of said form shall be sent to UNITE HERE Local 483, 702-C Forest Ave., Pacific Grove, CA 93950.

The Union shall indemnify, defend and save Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by Employer in reliance upon payroll deduction authorization cards submitted to Employer.

ARTICLE XXI - COMPLETE AGREEMENT

The Employer and the Union agree that the foregoing constitutes the full and complete Agreement between the parties and all prior Agreements and/or understandings are hereby canceled.

ARTICLE XXII - DURATION AND TERMINATION

This Agreement and all attachments hereto shall be effective and binding on notice to the Employer of ratification by the Union, and shall remain in full force from such notice through October 31, 2010 and shall automatically renew itself from year to year thereafter unless written notice, of the desire to terminate this Agreement or change any of its provisions, is given by either party on or before ninety (90) days prior to the expiration date or the anniversary of the expiration date of any subsequent year in which they desire to negotiate a new Agreement. Mail addressed to the Employer is to be sent to its principal office at 40 Fountain Plaza, Buffalo, New York 14202.

Both the Employer and the Union agree to meet to negotiate wages effective November 1, 2008 through the remainder of this collective bargaining agreement. John Kagel shall be the umpire/mediator.

SEPARABILITY. It is the intent of the parties hereto to abide by all applicable Federal and State statutes and local and city ordinances covering the subject matters of this Agreement.

Should any provision or provisions of this Agreement be declared illegal, contrary to any such State or Federal Laws, or local or city ordinances, all other provisions of this Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 2007 at Pacific Grove, California.

FOR THE UNION:

FOR THE EMPLOYER:

UNITE HERE, LOCAL 483

**DNC PARKS & RESORTS AT
ASILOMAR, INC. d/b/a
ASILOMAR CONFERENCE GROUNDS**

Leonard O'Neill
Secretary-Treasurer

Kevin Kelly
President

SCHEDULE "A"

WAGE SCHEDULE

EMPLOYEE <u>CLASSIFICATION</u>	<u>11/1/06</u>	<u>5/1/07</u>	<u>11/1/07</u>	<u>5/1/08</u>
Captain	11.90	12.15	12.40	12.65
Conference Service Attendant	11.40	11.65	11.90	12.15
Special Function	11.40	11.65	11.90	12.15
Front Desk Rep	12.55	12.80	13.05	13.30
Night Auditor	13.80	14.05	14.30	14.55
PBX Operator	12.55	12.80	13.05	13.30
Reservations	12.55	12.80	13.05	13.30
Housekeeper	11.35	11.60	11.85	12.10
Housekeeping Porter	11.40	11.65	11.90	12.15
Laundry	11.35	11.60	11.85	12.10
Dining Room Service	10.50	10.75	11.00	11.25
Dishwasher	12.10	12.35	12.60	12.85
First Cook/Baker	14.54	14.79	15.04	15.29
Second Cook	13.64	13.89	14.14	14.39
Pantry/Assistant Baker	12.86	13.10	13.36	13.61
Gen. Maintenance	14.60	14.85	15.10	15.35
Groundskeeper	11.40	11.65	11.90	12.15
Retail Clerk	11.65	11.90	12.15	12.40

The above wages include an additional five cents (\$.05) per hour about the negotiated increases due to an increase effective 5/1/06 resulting from the Company not being successful in securing an increase in the facility fee in 2006 as per the previous collective bargaining agreement.

Employees hired into a classification or transferring into a new classification may receive eighty-five (85%) percent of the contract rate during the initial first four (4)

months of employment. No employee's regular hourly rate will be decreased as a result of transfer to a classification with a higher rate of pay under this provision.

Employees hired into a classification or transferring into a new classification will receive ninety-five (95%) percent of the contract rate during the fifth (5th) and sixth (6th) months of employment. No employee's regular hourly rate will be decreased as a result of transfer to a classification with a higher rate of pay under this provision.

Classification rates are effective after the first six months for an employee hired into a job classification or the 31st calendar day after a current employee's promotion or transfer into the classification.

All subsequent rate increases will take effect beginning the first Monday following the date listed on the wage schedule. All classification rated and over scale employees will receive an increase in the amount of the classification increase. Employees receiving a new or transfer rate at the time of any scheduled rate increase will receive an increase to the applicable percentage of the new scheduled rate.

CONFERENCE SERVICE

The Employer and the Union agree to a committee consisting of appropriate members of management and the Union to discuss rotation of employees.

CROCKER HALL

The Employer and the Union agree to a committee consisting of appropriate members of management and the Union to discuss the window and the standard for tables.

The Employer and the Union agree to a temporary committee consisting of appropriate members of management and the Union to resolve issues and questions including the rotation of stations, bartending, monitoring, cart duties, etc.

HOUSEKEEPING

The Employer and the Union agree to a committee consisting of appropriate members of management and the Union to discuss the standard for the number of rooms cleaned, rollaway beds and king-size beds, and tips.

UNIFORMS AND SAFETY EQUIPMENT

The Employer and the Union agree to a committee consisting of appropriate members of management and the Union to discuss safety equipment in the kitchen.

. The Employer and the Union agree to a committee consisting of appropriate members of management and the Union to have input on uniform and linen changes.

CELLULAR PHONES

The Employer will allow employees to use cellular phones during lunch hours/breaks in designated areas.

SIDE LETTER

to the

COLLECTIVE BARGAINING AGREEMENT

Between

DELAWARE NORTH PARKS SERVICES AT ASILOMAR, INC.

d/b/a

ASILOMAR CONFERENCE GROUNDS

And

HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION, LOCAL 483

Housekeeping

The Employer and the Union agree that there are several housekeeping department issues relating to work load, etc. that are yet to be resolved. Both parties agree that within forty-five (45) days following ratification, a special housekeeping committee of employee and Employer representatives will meet to continue discussions regarding the provision of reasonable housekeeping workloads and the appropriate use of rollaways. This discussion may also include alternatives to the present problems of PM laundry employees' access to guest rooms for cleaning.

In addition, it has been established that housekeepers shall not be required to move large pieces of furniture that they are unable to move. Housekeeping porters will make it a priority to assist housekeepers in moving large pieces of furniture.

It has also been established that housekeepers are also entitled to enter their assigned rooms at any appropriate time to ensure that they collect their gratuities.

Finally, it is understood that the additional half (1/2) hour granted to housekeepers will not result in the assignment of extra rooms, duties, etc. Instead they will be expected to better perform their current duties.

FOR THE UNION:

UNITE HERE, LOCAL 483

Leonard O'Neill
Secretary-Treasurer

FOR THE EMPLOYER:

**DNC PARKS & RESORTS AT
ASILOMAR, INC. d/b/a
ASILOMARCONFERENCE GROUNDS**

Kevin Kelly
President

SAMPLE

SIDE LETTER

to the

COLLECTIVE BARGAINING AGREEMENT

Between

DELAWARE NORTH PARKS SERVICES AT ASILOMAR, INC.

d/b/a

ASILOMAR CONFERENCE GROUNDS

And

HOTEL EMPLOYEES AND RESTAURANT EMPLOYEES UNION, LOCAL 483

Crocker Hall

The Employer and the Union agree that there are several Crocker Hall issues relating to work loads, window rotation, etc. that are yet to be resolved.

Both parties agree that these items will be addressed in conjunction with the new Food & Beverage Manager who has yet to assume her/his position. Upon assuming her/his position, the Employer agrees that within forty-five (45) days a special committee of employee and Employer representatives will again take up the issues for resolution under the direction of the new Food & Beverage Manager.

In the interim, the Employer agrees to ensure that the same people are not continually burdened with window duty, that DRSA's will not be regularly scheduled for significantly more than 50 covers, and that management will promote more team work as a way to relieve excessive work loads in the window station.

FOR THE UNION:

UNITE HERE, LOCAL 483

FOR THE EMPLOYER:

**DNC PARKS & RESORTS AT
ASILOMAR, INC. d/b/a
ASILOMARCONFERENCE GROUNDS**

Leonard O'Neill
Secretary-Treasurer

Kevin Kelly
President

SAMPLE

EXHIBIT D – CPI ADJUSTMENT

In accordance with **Paragraph 5** of this contract, the “**Minimum Annual Rent**” shall be adjusted at the beginning of **contract year two (2)** and each contract year thereafter to reflect cumulative changes in the Consumer Price Index (CPI) since the commencement of the contract. Additionally, in accordance with **Paragraph 15** of this contract, the performance bond shall be adjusted at the beginning of **contract year two (2) and every other contract year thereafter** to reflect cumulative changes in the Consumer Price Index (CPI) since the commencement of the contract. CPI calculations shall be based on changes in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Selected areas, all items index (1982-84=100) for San Francisco, California. Calculations shall employ the following formula:

"Base Index" = CPI Index published for the first full month preceding the commencement date of this contract.

"Year End Index" = CPI Index for the final month of the subject contract year.



"Year End Index" - "Base Index"

Step #1: $\frac{\text{"Year End Index" - "Base Index"}}{\text{"Base Index"}}$ = % Change

Step #2: % Change x Year One (1) “Minimum Annual Rent”/Bond = Adjustment

Step #3: Year One (1) “Minimum Annual Rent”/Bond + Adjustment = New “Minimum Annual Rent”/Bond

EXHIBIT E - SAMPLE TRUST AGREEMENT PROVISIONS

This Trust Agreement is effective as of _____ among (Concessionaire), (State) and (Financial Institution or Trustee).

Whereas the Concessionaire and State have entered into a Concession Contract with a term _____ to _____ pursuant to which Concessionaire will provide accommodations and services to the public on State land and facilities within the Asilomar State Beach and Conference Grounds;

Whereas the Concession Contract provides for the establishment of a Programs Support Account, Facility Access Account and a Facility Improvement Account under the terms and conditions set forth in Paragraph 7 Additional Financial Requirements;

Whereas Concessionaire is establishing this trust to provide the means to carry out the applicable provisions of the Concession Contract that deal with these accounts;

Whereas (Financial Institution) has agreed to serve according to this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements the parties agree as follows:

- 1) Establishment of Programs Support Account. *Define consistent with Contract.*
- 2) Establishment of Facility Access Account. *Define consistent with Contract.*
- 3) Establishment of Facility Improvement Account. *Define consistent with Contract.*
- 4) Subsequent to execution of this Agreement, Concessionaire shall make deposits to these accounts. Such deposits will include a Deposit Request in the form attached hereto as Exhibit A. Financial Institution shall have no obligation to deposit payments received without the Deposit Request and shall not be responsible to verify that the payment complies with the requirements of the Concession Contract.
- 5) Disbursements shall be made upon receipt of a Request for Disbursement in the form attached hereto as Exhibit B with signatures of both a Concessionaire authorized representative and a State authorized representative. Financial Institution shall not be responsible to verify that the disbursement is appropriate under the Concession Contract.
- 6) Concessionaire hereby confirms that the payment of funds into these accounts is irrevocable and that after such payment Concessionaire ceases to have any interest in

the funds. Concessionaire will not seek to exercise dominion, control or in any way encumber the funds paid into these accounts or interfere with the investment decisions of the Financial Institution with respect to these funds.

7) Financial Institution (Trustee) Responsibilities.

a. Trustee shall have no obligation or responsibility to determine the correctness of any payment tendered by Concessionaire or correctness of the amount of any disbursements contained in the Request for Disbursement.

b. Trustee will provide monthly statements in duplicate to both Concessionaire and State to their respective addresses.

c. Trustee shall apply for a Federal Tax Identification number for this trust and file the Federal and any other fiduciary income tax returns required by law in a timely manner and shall pay tax liabilities in a timely manner first from the income of the trust for the current fiscal year to the extent there is sufficient income at the time of payment and then, to the extent that there is not sufficient income, from the principal.

d. Trustee shall not be required to defend any legal proceedings which may be instituted against it in respect of the subject matter of this Agreement unless requested to do so by the parties hereto and indemnified to its satisfaction against the cost and expense of such defense and shall not be required to institute legal proceedings of any kind.

e. Trustee shall invest the funds in federal insured interest bearing accounts. All commissions, taxes, brokerage and expenses incurred in connection with the purchase of investments under this section, if any, shall be paid by the Trustee.

f. Trustee shall receive compensation for its services in the amount and at the time specified in its Schedule of Fees and Charges established from time to time by it for the administration of trusts of a character similar to this trust in effect when the compensation is payable. The Trustee's compensation shall be charged to the income of each respective account.

8) This Agreement shall terminate upon (a) receipt from State written notice that the Concession Contract has terminated or (b) receipt of State's written notice that the Concessionaire's rights under the Concession Contract has terminated or (c) upon joint written notice by Concessionaire and State that the rights of the Concessionaire under the Concession Contract have been assigned or sold. Upon termination of this

Agreement, the Trustee shall distribute the balance of each account as directed by the State without the expressed concurrence of Concessionaire. Notwithstanding the above, the Trustee shall retain a reserve in an amount determined by the Trustee to be sufficient to cover tax liability, fees, administrative expenses and any other charges arising out of this Agreement.

9) The Trustee may resign at any time by giving written notice to the Concessionaire and the State. The Trustee may be removed by the Concessionaire by giving written notice signed by Concessionaire and State authorized representatives. Any resignation or removal of Trustee shall be effective only upon appointment of a successor Trustee.

10) All notices or other communications required by this Agreement shall be made or delivered in person or by certified or registered mail, postage prepaid, addressed to the particular parties provided below, or to any other address as such parties may hereafter specify in written notice to the other parties hereto, and all notices or other communications shall be in writing and so addressed and shall be effective upon receipt by the addressee thereof:

Concessionaire:

State:

Copy To : Concessions, Reservations & Fees Division
1416 Ninth Street, Room 1442-13
Sacramento, CA 95814

11) Amendments shall be in writing signed by all parties to this Agreement.

12) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided, however, that the Trustee shall not have the right to assign this Agreement or its rights hereunder without prior written consent from Concessionaire and State.

EXHIBIT F - STATE PARK OPERATING PROGRAM GUIDELINES

The Park's Operating Program Guidelines provide the Concessionaire with general information on functions and the day-to-day staffing and programs necessary for the Asilomar State Park office to operate effectively.

The Asilomar General Plan provides general guidance for the management of the park's natural, cultural resources and interpretation programs.

A. PARK OPERATIONAL OBJECTIVES:

- To provide adequate staff to serve and protect park visitors, conference guests, and beach users;
- To ensure proper park uses by the concessionaire and the public;
- To ensure proper management and protection of natural resources;
- To provide management on all cultural resources and on all historic rehabilitation, habitat restoration and facility improvements and relocations through the PRC 5024 and CEQA processes;
- To enforce the law and park regulations on the state beach, conference grounds and in the concurrent jurisdictions of park-identified Zones of Impact, and minimize law enforcement problems by well-planned patrols, public information, and trained personnel;
- To provide quality interpretation opportunities for all park visitors and to provide educational outreach in the local community; and
- To implement the key elements of the park's General Plan.

B. STAFFING:

(also see attached "State Park Staffing" chart including associated personnel support costs)

The State Park Superintendent II is the liaison to the Monterey District Superintendent and on-site DPR representative to the concession manager for the daily operations of the park. Duties include, but are not limited to, monitoring of concessions operations for the proper park uses, preparation of park program budgets, fiscal accounting, documents/records management, liaison with other city and county agencies, establishing and maintaining community relations to further the mission and goals of the California Department of Parks and Recreation and the education and resource management goals of Asilomar State Beach and Conference Grounds, and providing direction for all visitor services, resource management, and administrative services of the park program operations.

The Environmental Scientist is the lead position for the planning, organizing and implementation of the Natural Resource Management Program for Asilomar State Beach and Conference Grounds. Duties include, but are not limited to: drafts the park's

natural resource budget; conducts habitat restoration and maintenance of the dune, shoreline, and forest areas; develops and conducts natural resource monitoring programs to assess the success of resource management projects and evaluate the status of natural habitats at Asilomar; identifies tree hazards and monitors tree-work by concessionaire; provides CEQA review of all projects; provides resource interpretation, working to enhance public appreciation of Asilomar's natural resources; provides lead direction for seasonal natural resource maintenance aids, volunteers and court-referred workers and; maintains working relationships with resource managers in and outside the Department and keeps informed regarding current natural resource management policies and techniques. The Environmental Scientist works closely with the concessionaire's Maintenance Department and Conference Services Department, both in implementing natural resource management projects and in providing input, review, and monitoring of new projects, ongoing maintenance, and conference events that may affect environmental resources.

The Historian is the lead position for the planning and implementation of the Cultural Resource Management Program for the park unit. Duties include, but are not limited to, monitors to ensure projects have no adverse impacts upon significant cultural resources, oversees contracts for Historic Structure reports and other cultural resource management, assures all work conducted on its resources comply with the Secretary of Interior's Standards, documents cultural resources (buildings, structures, objects, sites, and landscapes), creates Historic Structure Reports and ensures adequate documentation of cultural resources, evaluates buildings and features outside the historic core that may be eligible for listing in the National Register of Historic Places and the California Register of Historic Resources, ensures compliance with statutes protecting cultural resources (CEQA, PRC 5024, etc.), manages the collections, develops and maintains a database of cultural resources, and conducts archival research and develops materials to enhance interpretation and public programs related to cultural resources.

The Park Ranger staff is responsible for the park's public safety protection and law enforcement as well as the park's interpretation and education programs. Duties include, but are not limited to, patrols of the conference grounds, state beach and zone-of-impact; assist allied agencies within the Asilomar State Marine Reserve; coordinates on-going public safety and security with the concessionaire's security staff; develops and presents interpretation and education programs; coordinate special events; provides education outreach programs to the local community and schools; attends pre-conference meetings and general conference assemblies to inform conference guests of park regulations and the recreational and the interpretive opportunities available; assists the Environmental Scientist in managing the unit's volunteer program; provides first aid/CPR assistance to accident victims and assists concessionaire's staff with medical first aids; assists the Environmental Scientist and Historian in carrying out the cultural and natural resource programs as needed; oversees the unit's sign program; and completes all necessary reports and administrative paperwork.

C. Programs

1. Natural Resource Management Program

The popularity of Asilomar State Beach and Conference Grounds is due largely to its location in a natural setting along the coastline of the beautiful Monterey Peninsula. Pine forest, native dunes, deer and other wildlife, tide pools, marine mammals, a number of endangered species and a mile of coastline are shared by visitors to this special unit of the California State Park System. Natural Resource Management Program provides for:

- Forest restoration, protection and enhancement including replanting of Monterey pine and understory vegetation;
- Tree work identified by State Park tree hazard inspectors;
- Dune restoration and preservation;
- Wildlife management including improvement of habitat and control of nonnative wildlife;
- Exotic plant species control;
- Marine mammal and coastline resources protection;
- Wetland and riparian preservation and maintenance;
- Endangered species management and protection;
- Maintenance of native plants along the coastal terrace;
- Native plant nursery operations (excluding basic building maintenance and utility costs); and
- Annual inspections and monitoring of natural resource conditions.

The Asilomar Marine Reserve is within the Asilomar state beach boundary. Park Rangers will enforce the Fish & Game regulations for the reserve.

2. Cultural Resource Management Program

Asilomar State Beach and Conference Grounds contains significant cultural and historic resources. The park's historic core, which identifies and honors the Julia Morgan-designed buildings and their unique and historical seaside setting as nationally significant, is a National Historic Landmark (NHL), which is the highest level of distinction that the nation affords its historic properties. Registration as an NHL automatically lists a property on the National Register of Historic Places (NRHP), as well as the California Register of Historic Resources (CRHR).

To ensure that the "character-defining" aspects of the Asilomar NHL are not impacted, all work conducted on its resources must comply with the Secretary of the Interior's Standards. Adequate documentation of cultural resources must be undertaken prior to any work being accomplished on them. The level of documentation may vary depending upon the complexity and significance of the resource itself. Asilomar's architectural resources must be documents to the level of a Historic Structure Report.

There are a variety of buildings and features outside the historic core that have not formally been evaluated, i.e. buildings designed by architect John Carl Warnecke

are likely to be eligible for listing in the NRHP and CRHR; and several prehistoric archaeological sites need evaluation to the NRHP. Cultural Resource Management Program provides for:

- Evaluating buildings and features outside the historical
- Annual State Park Facility Inspection
- Archaeological site investigations
- Museum Collections Management
- Developing and Maintaining a data base of cultural resources
- Archival research
- Monitoring cultural resource projects

D. Interpretation and Education Program

Interpretive programs are conducted primarily by State Park Rangers and on a case-by-case basis by other state park staff at Asilomar. An average of 150 programs is delivered to nearly 5,000 park visitors per year. Program themes are outlined in the unit's General Plan.

Programs conducted include, but are not limited to, natural and cultural guided tours and talks, conference group general assembly presentations, special event programming, slide and PowerPoint presentations, campfire programs, interpretive displays, and off-site presentations to schools, retirement homes and other organizations. Park Rangers and staff work in conjunction with area schools, youth and adult programs to protect and restore natural habitat; assist Monterey District staff with the summer Junior Lifeguard program; and coordinate staff and programs in conjunction with the local community's annual events i.e. Historic Tours and Christmas in the Inns.

Park staff will develop special activities for Asilomar's Centennial Celebration in 2013.

The park's interpretive programs serve as a catalyst to educate park users to the importance of restoring and preserving the area's cultural resources, natural landscapes and sensitive features. The park's interpretation and education program provides for:

- Offering programs in a variety of ways i.e. talks, tours, and activities
- Coordinating park signage, displays and information in park guest lodges, at park entrances, parking areas, trails, pathways and boardwalks
- Presenting outreach programs in local schools and in the local community
- Developing and presenting programs to reflect on the flow of history including early history, YWCA history, and more recent history
- Developing and presenting programs to inspire an interest and appreciation of the resources and Asilomar's sense of place.
- Providing training and opportunities for concessionaire employees to become knowledgeable and participate in interpretation and education at Asilomar, the State Park System, the Asilomar park unit, and local points of interests.
- Developing special activities for Asilomar's Centennial Celebration in 2013

E. Public Safety:

California State Park Rangers are sworn peace officers and have the primary role for providing law enforcement and public protection within the boundaries of Asilomar State Beach and Conference Grounds. Rangers provide vehicle and foot patrols. The Pacific Grove Police Department offer assistance when Rangers are not available. Park Rangers are responsible for all state reports relating to incidents within the boundaries of Asilomar State Beach and Conference Grounds.

The Concessionaire has the responsibility for customer security and service, including a shuttle service for transporting guests and assisting with luggage (75% daily routine), assisting with guest parking at check-in (30%), responding to building fire alarms, securing meeting rooms, assisting with guest first-aid, and taking reports for Concessionaire insurance liability. Concessionaire's Security Program is to be reviewed and approved annually by the Park Superintendent.

Asilomar State Beach and Conference Grounds

State Park Staffing

State Park Superintendent II (1.0 P.Y.)	\$ 125,272*
Salary and Benefits	
State Park Ranger I (1.0 P.Y.)	\$ 94,645*
Salary and Benefits	
State Park Ranger I (1.0 P.Y.)	\$ 91,554*
Salary and Benefits	
Environmental Scientist (1.0 P.Y.)	\$ 86,436*
Salary and Benefits	
Historian (1.0 PY)	\$ 66,783*
Salary and Benefits	
Remaining staff support funds to be used for temporary staff to support the programs	\$ 35,310
TOTAL	\$ 500,000

*Salaries information current as of State Fiscal Year 2008/2009 and may increase annually based on union contracts.

EXHIBIT G
STATE'S ACCESSIBILITY PLAN FOR
ASILOMAR ADA COMPLIANCE

SAMPLE

Project Overview

The purpose of the Asilomar ADA Compliance Plan is to design and implement the necessary building and other facility improvements to the Asilomar State Beach and Conference Grounds so that it is adequately accessible to park visitors. The proposed improvements have been designed to meet the Americans with Disabilities Act (ADA) standards and other applicable regulatory compliance requirements while also minimizing adverse impacts to the park's extensive cultural and natural resources. Two basic types of ADA improvements can be distinguished within the proposed Asilomar ADA Compliance Plan (1) building modifications; and (2) exterior site improvements.

The proposed building improvements include:

- Renovation of 22 existing guestrooms to develop new ADA accessible lodging.
- Addition of new accessible public restrooms and meeting facilities throughout the Asilomar Conference Grounds.

The proposed exterior site improvements include:

- Development of a new system of accessible paths of travel (most of which are along the existing pathway network or parallel to existing roadways) that integrates with the existing network of paths and roadways to provide the necessary connections between the park's buildings and facilities. The new paths of travel would be made of interlocking paver blocks.
- Development of ADA-compliant parking spaces generally by reconfiguration and re-striping of existing parking areas adjacent to accessible buildings.

The Asilomar ADA Compliance Plan also includes numerous other improvements to the parks buildings and facilities such as relocation of interior room amenities (such as room controls, alarms and/or signage) or stair carpeting replacement. These improvements do not have the potential to generate environmental impacts individually or cumulatively (with the other ADA improvements described herein) since as aesthetics, biological or historic resources).

Need for the Project

California State Parks defines accessibility as the combination of various elements in a building or outdoor area, which allows access, circulation and full use of the building, facilities and programs by persons with disabilities. Basic services and experiences need to be accessible to all people with disabilities, while maintaining the intrinsic qualities of the park.

The California State Parks' vision is to provide universal accessibility that is integrated into the Department's culture and embodied in its programs, providing visitors, regardless of their abilities, with high quality recreational opportunities while preserving the integrity of park resources. The Department's mission is to provide direction, leadership, encouragement and facilitation toward universal accessibility to maximize park visitor opportunities.

Project Objectives

The Asilomar ADA Compliance Plan was developed with the central goal and commitment to ensure its visitors can have full and comprehensive use and enjoyment of the park's public facilities and programs in compliance with current applicable accessibility codes.

The principle project objectives for the Asilomar ADA Compliance Plan are to:

- Attain complete and comprehensive ADA compliance;
- Ensure full accessibility of and connectivity between park facilities;
- Minimize encroachment by the ADA improvements on undeveloped parkland areas;
- Comprehensive consideration of Asilomar's historic and cultural landscape; and
- Apply extensive planning sensitivity to Julia Morgan and Johan Carl Warnecke designed buildings' historic resources.

Project Characteristics

The majority of the project's proposed building improvements are relatively minor building renovations or remodeling projects. No major structural or internal layout changes to most of the buildings are proposed.

The exterior site improvements expected to have potential resource impacts are the proposed path of travel improvements (e.g., pathway realignments, re-grading and paver installation). Most of these pathway changes will consist of relatively minor landscaping improvements.

Accessibility improvements are also proposed for many of the park's parking areas. While some parking areas will require cur and fill and the construction of a retaining wall, others will simply require modest re-grading and re-surfacing. The more major exterior site improvements (e.g., proposed new paths of travel) will have a greater potential visual and resource impacts.

California State Parks
Asilomar Work Plan
September 2007

Complex or Facility	Lodging	Meeting Rooms or Common Areas
View Crescent 6 Lodge Buildings 4 Meeting Rooms 56 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding No accessible lodge rooms Stairs and handrails Vending machine and area Ice machine and area Exterior benches Fire alarm - hearing impaired	Point of arrival, parking or dropoff Path of travel to meeting rooms Wayfinding Stairs, handrails, ramp Signage Fire alarm Exterior benches Drinking fountains House phones
Northwoods* 3 Lodge Buildings 3 Meeting Rooms 3 Lounge Rooms 36 Guest Rooms *Note: Has underground parking garage	Not applicable; No lodging	Point of arrival, parking and dropoff, parking garage Path of travel to 3 meeting rooms Wayfinding Stairs and handrails, interior and exterior Restrooms for meeting rooms Signage House phones Drinking fountains Fire alarm pulls Common sink Exterior benches
Long Views 3 Lodge Buildings 2 Meeting Rooms 30 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding No accessible lodge rooms Stairs and handrails Ice machine and area Vending machine and area Fire alarm - hearing impaired Exterior benches	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding Stairs, handrails, ramp Sinks and counter area Signage Fire alarm House phones
Lodge Guest Rooms Only 18 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas No accessible lodge rooms Wayfinding Restroom common use Stairs and handrails House phone Fire alarm - hearing impaired Shared patio area with Scripps - route, tables, benches Exterior benches	Not applicable; No meeting rooms or common areas

California State Parks
Asilomar Work Plan
September 2007

Complex or Facility	Lodging	Meeting Rooms or Common Areas
Scripps	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas No accessible lodge rooms Wayfinding Restroom common use Stairs and handrails House phone Fire alarm - hearing impaired Shared patio area with Scripps - route, tables, benches Exterior benches	Point of arrival, parking or dropoff Path of travel to meeting room and common area Restroom for meeting room Wayfinding Stairs and handrails Ramp House phone Fire alarm Shared patio area with Scripps - route, tables, benches Exterior benches
Mott Training Center - Eastwoods	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding Accessible route to common room in each lodge Fire alarm - hearing impaired Stairs and handrails - interior	Point of arrival, parking or dropoff Path of travel to training facility Wayfinding Counter main Sink and counter area Stairs and handrails - interior
3 Lodge Buildings 3 Lounge Rooms Training Facility 2 Accessible Guest Rooms 30 Guest Rooms		
Forest Lodge	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding Accessible route to common room in Woodside Restroom common use in Woodside and Forest Lodge Signage Stairs and handrails Ice machine and area Vending machine and area House phone Fire alarm - hearing impaired Exterior benches	Point of arrival, parking and dropoff Path of travel to 3 meeting rooms Wayfinding Stairs and handrails and exterior Restrooms for meeting rooms Signage House phones Fire alarm pulls Sink and counter in meeting rooms Exterior benches
3 Lodge Buildings 3 Meeting Rooms 1 Lounge Room 11 Guest Rooms		
Fireside*	Point of arrival, parking or dropoff, parking garage Path of travel to accessible rooms and common use areas Wayfinding Elevator No accessible lodge rooms Stairs and handrails, interior and exterior Common interior rooms Common interior restrooms Sinks and counters Fire alarm - hearing impaired House phones	Point of arrival, parking and dropoff, parking garage Path of travel to 2 meeting rooms Wayfinding Stairs and handrails, interior and exterior Elevator Restrooms for meeting rooms Signage Bar area in meeting rooms House phones Drinking fountain Fire alarm pulls
3 Lodge Buildings 2 Meeting Rooms 3 Lounge Rooms 36 Guest Rooms		
*Note: Has underground parking garage		

California State Parks
Asilomar Work Plan
September 2007

Complex or Facility	Lodging	Meeting Rooms or Common Areas
Fireside (contd.)	Exterior benches	Common sink Exterior benches
Sea Galaxy 3 Lodge Rooms 2 Meeting Rooms 4 Accessible Guest Rooms 24 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms Wayfinding Stairs and handrails Ice machine and area Vending machine and area Fire alarm - hearing impaired Exterior benches	Point of arrival, parking or dropoff Path of travel to meeting rooms Wayfinding Stairs and handrails Ice machine and area Vending machine and area Exterior benches
Surf and Sand 2 Lodge Buildings 1 Meeting Room 2 Accessible Guest Rooms 10 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms Wayfinding Stairs and handrails Vending machine and area Fire alarm - hearing impaired Exterior benches Path of travel to volleyball area Additional accessible tables volley ball area	Point of arrival, parking or dropoff Path of travel to meeting room Wayfinding Stairs and handrails Vending machine and area Exterior benches Path of travel to volley ball area Additional accessible tables volleyball area
Stuck -Up Inn (Hill Top) Lodging Only Lounge Room 14 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and common use areas Wayfinding No accessible lodge rooms Stairs and handrails Common interior restrooms Fire alarm - hearing impaired House phones	Not applicable; No meeting rooms or common areas
Pirates Den (Tide Inn) Lodge Building Only 1 Lounge Room 10 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and common use areas Wayfinding No accessible lodge rooms Stairs and handrails, interior and exterior Fire alarm - hearing impaired	Not applicable; No meeting rooms or common areas
Guest Inn Small 4 Bedroom House with Kitchen 4 Sleeping Rooms	Point of arrival, parking or dropoff Path of travel to Guest Inn Entry into facility, ramp or lift No accessible sleeping rooms Kitchen area Fire alarm - hearing impaired Bathroom	Not applicable; No meeting rooms or common areas

California State Parks
Asilomar Work Plan
September 2007

Complex or Facility	Lodging	Meeting Rooms or Common Areas
Director's Cottage (Pinecrest) Small 3 Bedroom House 3 Sleeping Rooms	Point of arrival, parking or dropoff Path of travel to Director's Cottage No accessible sleeping rooms Wayfinding Stairs and handrails Bathroom Fire alarm - hearing impaired Kitchen House phone	Not applicable; No meeting rooms or common areas
Pinecrest (contd.)	Stairs and handrails Bathroom Fire alarm - hearing impaired Kitchen House phone	
Engineer's Cottage (Outside Inn) Small 2 Bedroom Cottage - No Kitchen 2 Sleeping Rooms	Point of arrival, parking or dropoff No accessible sleeping rooms Wayfinding Stairs and handrails Bathroom Fire alarm - hearing impaired House phone	Not applicable; No meeting rooms or common areas
View Point 1 Meeting Room Sales Office	Not applicable; no lodging	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding Stairs and handrails Benches Picnic tables
Social Hall (Administration Building) Check-in Store	Not applicable; no lodging	Point of arrival, parking or dropoff Path of travel to use areas Wayfinding Counter - check-in West side stairs and entry Counter store area
Crocker Dining Hall	Not applicable; no lodging	Point of arrival, parking or dropoff Path of travel to use areas Wayfinding Stairs exterior Barbeque - picnic tables
Chapel	Not applicable; no lodging	Point of arrival, parking or dropoff Path of travel to use areas Wayfinding
Merrill Hall	Not applicable; no lodging	Point of arrival, parking or dropoff Path of travel to use areas Wayfinding Stairs exterior Drinking fountain Exterior benches
Swimming Pool	Not applicable; no lodging	Point of arrival, parking or dropoff Path of travel to use areas

California State Parks
Asilomar Work Plan
September 2007

Complex or Facility	Lodging	Meeting Rooms or Common Areas
		Wayfinding Stairs and handrails Access to vending machine House phone Restroom and dressing room Rinsing shower
Ranger Office - Woodhaven	Not applicable; no lodging	Point of arrival, parking or dropoff Path of travel to use areas Counter Picnic table and area Exhibits
Beach Access, Boardwalks, Gazebo	Not applicable; no lodging	Point of arrival, parking or dropoff Path of travel to use areas Exterior benches

California State Parks
Aslomar Work Plan
Phase 2

Area	Lodging - Consideration for Access	Meeting Rooms - Consideration for Access
Forest Lodge 3 Lodge Buildings 3 Meeting Rooms 1 Common Room 11 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding Accessible route to common room in Woodside Restroom common use in Woodside and Forest Lodge Signage Stairs and handrails Ice machine and area Vending machine and area House phone Fire alarm - hearing impaired Exterior benches	Point of Arrival, parking and dropoff Path of travel to 3 meeting rooms Wayfinding Stairs and handrails and exterior Restrooms for meeting rooms Signage House Phones Fire alarm pulls Sink and counter in meeting rooms Exterior Benches
Fireside 3 Lodge Buildings 2 Meeting Rooms 3 Common Rooms 36 Guest Rooms Note: Has underground parking garage	Point of arrival, parking or dropoff, parking garage Path of travel to accessible rooms and common use areas Wayfinding Elevator No accessible lodge rooms Stairs and handrails, interior and exterior Common interior rooms Common interior restrooms Sinks and counters Fire alarm - hearing impaired House phones Exterior benches	Point of Arrival, parking and dropoff, parking garage Path of travel to 2 meeting rooms Wayfinding Stairs and handrails, interior and exterior Elevator Restrooms for meeting rooms Signage Bar area in meeting rooms House Phones Drinking fountain Fire alarm pulls Common Sink Exterior Benches
Guest Inn Small 4 bedroom house with kitchen 4 Sleeping Rooms	Point of arrival, parking or dropoff Path of travel to Guest Inn Entry into facility, ramp or lift No accessible sleeping rooms Kitchen area Fire alarm - hearing impaired Bathroom	
Engineers Cottage (Outside Inn) Small 2 Bedroom Cottage - no kitchen 2 Sleeping Rooms	Point of arrival, parking or dropoff No accessible sleeping rooms Wayfinding Stairs and handrails Bathroom Fire alarm - hearing impaired	

Version: 10/23/2007
Print Date: 11/28/2007

California State Parks
Asilomar Work Plan
Phase 2

Area	Lodging - Consideration for Access	Meeting Rooms - Consideration for Access
Ranger Office - Woodhaven	House phone	Point of arrival, parking or dropoff Path of travel to use areas Counter Picnic table and area Exhibits

California State Parks
Asilomar Work Plan
Phase 2a

Area	Lodging - Consideration for Access	Meeting Rooms - Consideration for Access
Mott Training Center - Eastwoods		
3 Lodge Buildings	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding	Point of arrival, parking or dropoff Path of travel to training facility Wayfinding
3 Common Rooms	Accessible route to common room in each lodge	Counter main
Training Facility	Fire alarm - hearing impaired	Sink and counter area
2 Accessible Guest Rooms	Stairs and handrails - interior	Stairs and handrails - interior
30 Guest Rooms		
Sea Galaxy		
3 Lodge Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms Wayfinding	Point of arrival, parking or dropoff Path of travel to meeting rooms Wayfinding
2 Meeting Rooms	Stairs and handrails	Stairs and handrails
4 Accessible Guest Rooms	Ice machine and area	Ice machine and area
24 Guest Rooms	Vending machine and area Fire alarm - hearing impaired Exterior benches	Vending machine and area Exterior benches
Surf and Sand		
2 Lodge Buildings	Point of arrival, parking or dropoff Path of travel to accessible rooms Wayfinding	Point of arrival, parking or dropoff Path of travel to meeting room Wayfinding
1 Meeting Room	Stairs and handrails	Stairs and handrails
2 Accessible Guest Rooms	Vending machine and area	Vending machine and area
10 Guest Rooms	Fire alarm - hearing impaired Exterior benches Path of travel to volley ball area Additional accessible tables volleyball area	Exterior benches Path of travel to volley ball area Additional accessible tables volley ball area
Social Hall (Administration Building)		
Check in		Point of arrival, parking or dropoff
Store		Path of travel to use areas Wayfinding Counter - check-in West side stairs and entry Counter store area
Crocker Dining Hall		
		Point of arrival, parking or dropoff Path of travel to use areas Wayfinding Stairs exterior Barbeque - picnic tables

California State Parks
 Asilomar Work Plan
 Phase 2a

Area	Lodging - Consideration for Access	Meeting Rooms - Consideration for Access
Chapel		Point of arrival, parking or dropoff Path of travel to use areas Wayfinding
Merrill Hall		Point of arrival, parking or dropoff Path of travel to use areas Wayfinding Stairs exterior Drinking fountain Exterior Benches

California State Parks
Asilomar Work Plan
Phase 3

Area	Lodging - Consideration for Access	Meeting Rooms - Consideration for Access
Northwoods 3 Lodge Buildings 3 Meeting Rooms 3 Common Rooms 36 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding No accessible lodge rooms Stairs and handrails Ice machine and area Vending machine and area Fire alarm - hearing impaired Exterior benches	Point of Arrival, parking and dropoff, parking garage Path of travel to 3 meeting rooms Wayfinding Stairs and handrails, interior and exterior Restrooms for meeting rooms Signage House Phones Drinking fountains Fire alarm pulls Common Sink Exterior Benches
Long Views 3 Lodge Buildings 2 Meeting Rooms 30 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding No accessible lodge rooms Stairs and handrails Ice machine and area Vending machine and area Fire alarm - hearing impaired Exterior benches	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding Stairs, handrails, ramp Sinks and counter area Signage Fire Alarm House phones
Lodge Guest Rooms Only 18 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas No accessible lodge rooms Wayfinding Restroom common use Stairs and handrails House phone Fire alarm - hearing impaired Shared patio area with Scripps - route, tables, benches Exterior benches	

California State Parks
Asliomar Work Plan
Phase 3

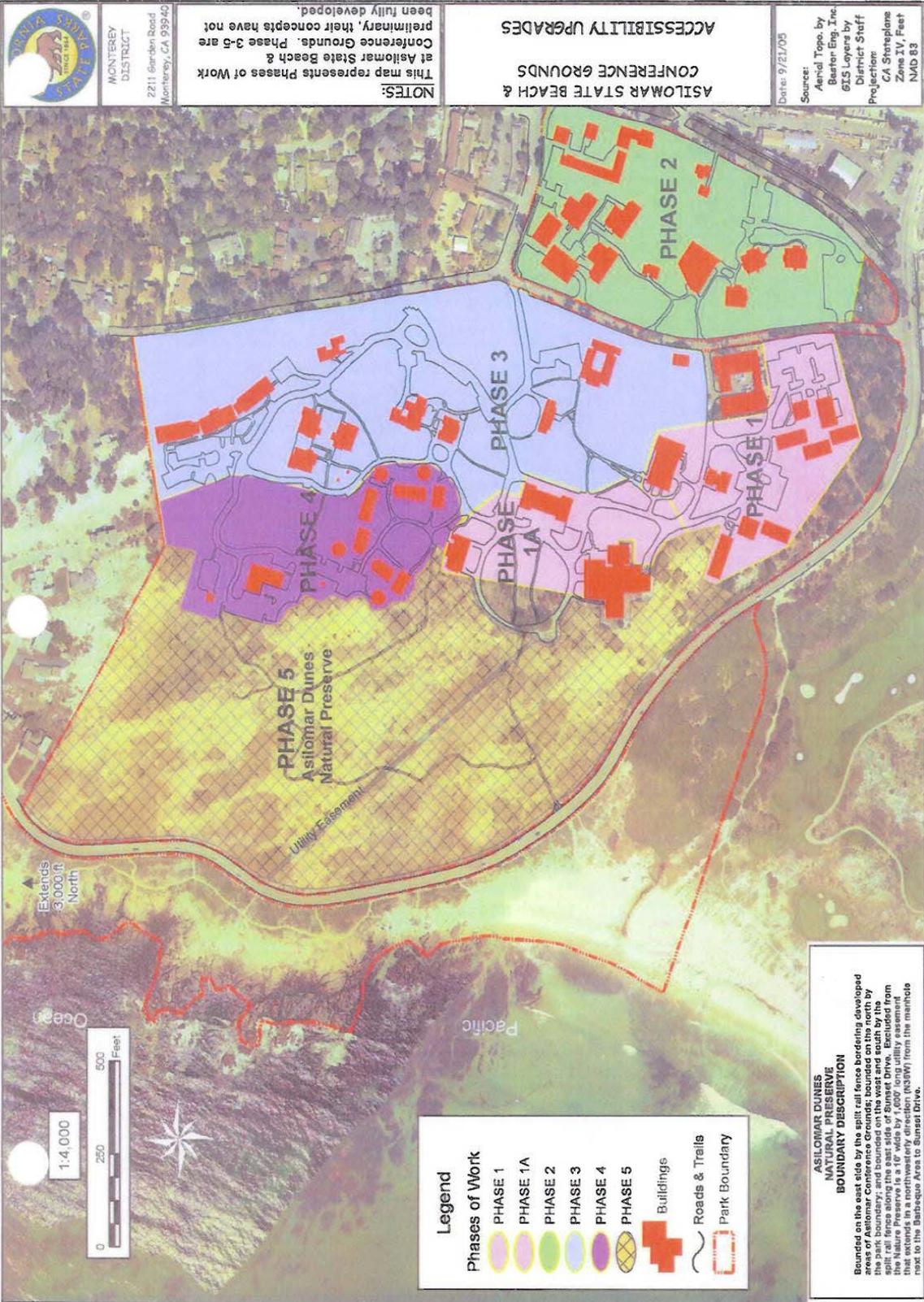
Area	Lodging - Consideration for Access	Meeting Rooms - Consideration for Access
Scriptss One Meeting Room 23 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas No accessible lodge rooms Wayfinding Restroom common use Stairs and handrails House phone Fire alarm - hearing impaired Shared patio area with Scripps - route, tables, benches Exterior benches	Point of arrival, parking or dropoff Path of travel to meeting room and common area Restroom for meeting room Wayfinding Stairs and handrails Ramp House phone Fire alarm Shared patio area with Scripps - route, tables, benches Exterior benches
Stuck-Up Inn (Hill Top) Lodging only Common Room 14 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and common use areas Wayfinding No accessible lodge rooms Stairs and handrails Common interior restrooms Fire alarm - hearing impaired House phones	
Directors Cottage (Pinecrest) Small 3 Bedroom House 3 Sleeping Rooms	Point of arrival, parking or dropoff Path of travel to Directors Cottage No accessible sleeping rooms Wayfinding Stairs and handrails Bathroom Fire alarm - hearing impaired Kitchen House phone	
View Point 1 Meeting Room Sales Office		Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding Stairs and handrails Benches Picnic tables

California State Parks
Asilomar Work Plan
Phase 4

Area	Lodging - Consideration for Access	Meeting Rooms - Consideration for Access
View Crescent Lodging and Meeting Rooms 6 Lodge buildings 4 Meeting Rooms 56 Guest Rooms	Point of arrival, parking or dropoff Path of travel to accessible rooms and use areas Wayfinding No accessible lodge rooms Stairs and handrails Vending machine and area Ice machine and area Exterior benches Fire alarm - hearing impaired	Point of arrival, parking or dropoff Path of travel to meeting rooms Wayfinding Stairs, handrails, ramp Signage Fire Alarm Exterior benches Drinking Fountains House phones
Swimming Pool		Point of arrival, parking or dropoff Path of travel to use areas Wayfinding Stairs and handrails Access to vending machine House phone Restroom and dressing room Rinsing shower

California State Parks
Asilomar Work Plan
Phase 5

Area	Lodging - Consideration for Access	Meeting Rooms - Consideration for Access
Beach Access, Boardwalks, Gazebo		Point of arrival, parking or dropoff Path of travel to use areas Exterior benches



MONTEREY DISTRICT
 2211 Garbin Road
 Monterey, CA 93940

NOTES:
 This map represents Phases of Work at Asilomar State Beach & Conference Grounds. Phase 3-5 are preliminary, their concepts have not been fully developed.

ASILOMAR STATE BEACH & CONFERENCE GROUNDS ACCESSIBILITY UPGRADES

Date: 9/21/05
 Source: Aerial Topo. by Barron-Eng, Inc. GIS Layers by District Staff Projection: CA Stateplane Zone IV, Feet NAD 83

Legend

Phases of Work

- PHASE 1
- PHASE 1A
- PHASE 2
- PHASE 3
- PHASE 4
- PHASE 5

Buildings

Roads & Trails

Park Boundary

ASILOMAR DUNES NATURAL PRESERVE BOUNDARY DESCRIPTION

Bounded on the east side by the split rail fence bordering developed areas of Asilomar conference grounds; bounded on the north by the park boundary; and bounded on the west and south by the split rail fence along the east side of Sunset Drive. Excluded from the preserve are areas that are currently owned by the County that would serve to separate the preserve from the mainlands next to the Barbauque Area to Sunset Drive.

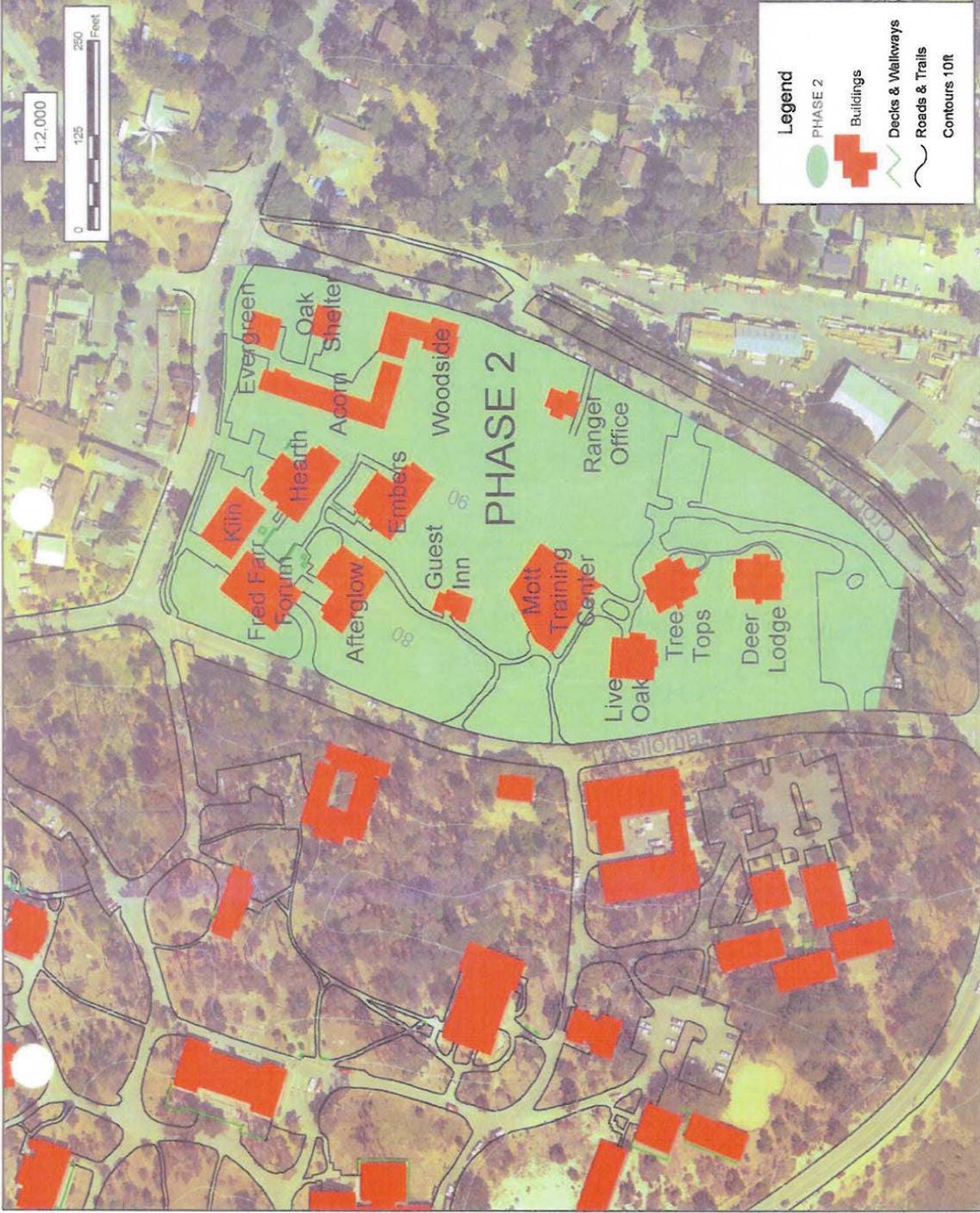


MONTEREY DISTRICT
2211 Garden Road
Monterey, CA 93940

NOTES:
This map represents Phases of Work at Asilomar State Beach & Conference Grounds. Phase 3-5 are preliminary, their concepts have not been fully developed.

ASILOMAR STATE BEACH & CONFERENCE GROUNDS PHASE 2 BUILDINGS & GROUNDS ACCESSIBILITY UPGRADES

Date: 9/21/08
Source: Aerial Topo. by Beator Eng. Inc. GIS Layout by District Staff
Projection: CA Stateplane Zone IV, Feet NAD 83





MONTEREY DISTRICT
 2211 Garden Road
 Monterey, CA 93940

NOTES:
 This map represents Phases of Work at Asilomar State Beach & Conference Grounds. Phase 3-5 are preliminary, their concepts have not been fully developed.

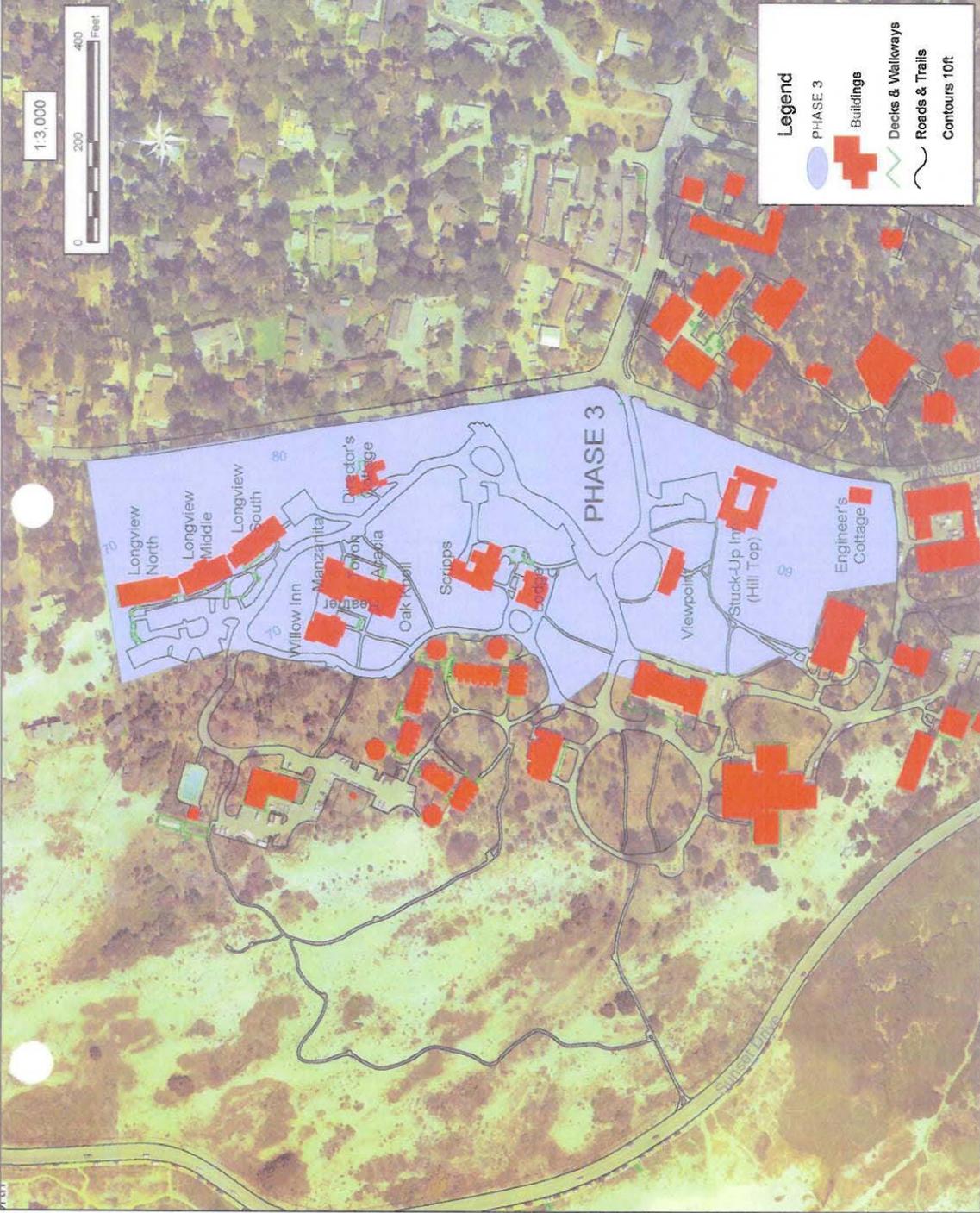
ASILOMAR STATE BEACH & CONFERENCE GROUNDS PHASE 3 BUILDINGS & GROUNDS ACCESSIBILITY UPGRADES

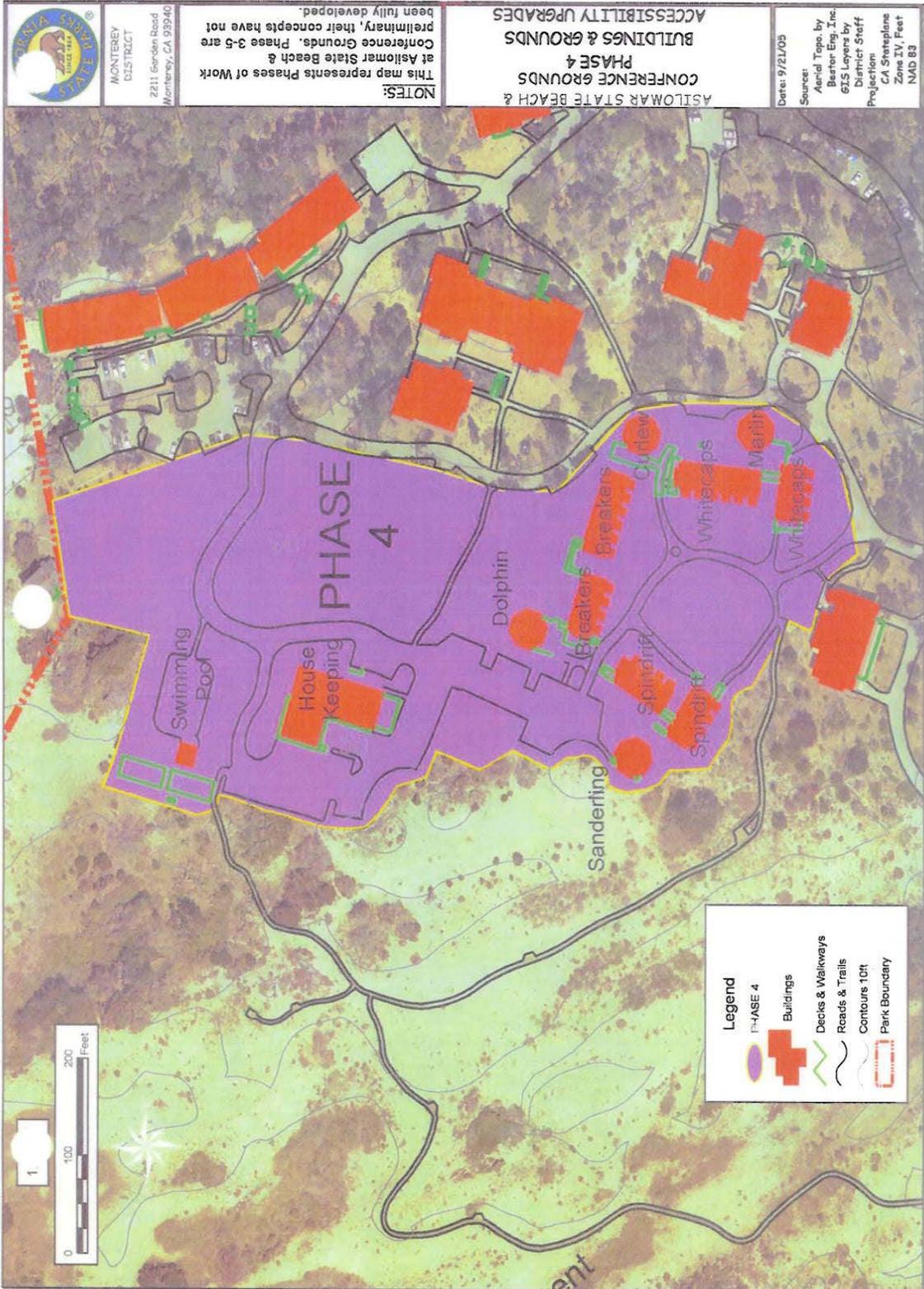
Date: 9/21/05
 Source: Aerial Topo. by Bertor Eng, Inc.
 GIS Layers by District Staff
 Projection: CA Stateplane Zone IV, Feet
 NAD 83



Legend

- PHASE 3
- Buildings
- Decks & Walkways
- Roads & Trails
- Contours 10ft





MONTEREY DISTRICT
 2211 Grande Road
 Monterey, CA 93940

NOTES:
 This map represents Phases of Work at Asilomar State Beach & Conference Grounds. Phase 3-5 are preliminary, their concepts have not been fully developed.

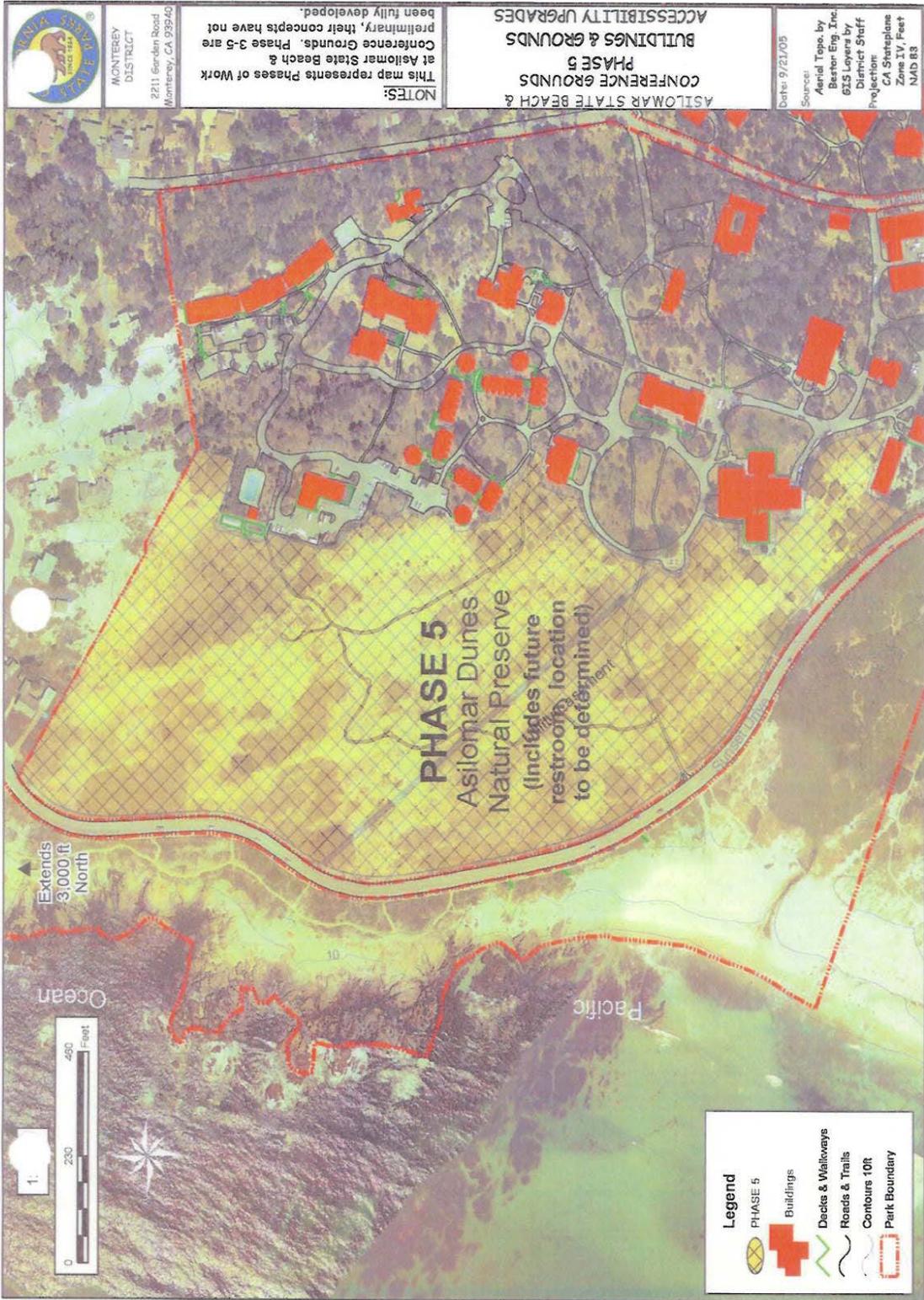
ASILOMAR STATE BEACH & CONFERENCE GROUNDS
PHASE 4
CONFERENCE GROUNDS
BUILDINGS & GROUNDS
ACCESSIBILITY UPGRADES

Date: 9/21/05
 Source:
 Aerial Topo. by
 Barton Eng. Inc.
 615 Layers by
 District Staff
 Projection:
 CA Stateplane
 Zone IV, Feet
 NAD 83

Legend

- PHASE 4
- Buildings
- Decks & Walkways
- Roads & Trails
- Contours 10ft
- Park Boundary





**EXHIBIT H
CONCESSIONAIRE'S OPERATIONS PLAN**

SAMPLE

**EXHIBIT I
CONCESSIONAIRE'S FACILITY PLAN**

SAMPLE

EXHIBIT J
CONCESSIONAIRE'S INTERPRETIVE PLAN

SAMPLE

EXHIBIT K – ANNUAL OPERATING MANAGEMENT PLAN (SAMPLE CONTENTS)

The Concessionaire's Annual Management Plan annually updates essential components of the Concessionaire's Operations Plan as proposed by Concessionaire and accepted by the State upon contract signature.

- I. Goals
- II. Purpose
- III. Vision Statement
- IV. Operations
 - A. Organization Chart
 - B. Days and Hours of Operation
 - C. Scope of Services
 - D. Fee and Rate Schedule
 - E. Quality Control and Service Standards
 - F. Lost and Found Procedures
 - G. Complaint Process
 - H. Sanitation Standards
 - I. Reservation System
 - J. Operating Systems
 - Payroll time and Attendance
 - Financial
 - Personal Computers and Equipment
 - Telephone
 - Front Desk
 - Group Sales Office
 - Maintenance Work Orders
- V. Marketing
- VI. Loss Control Program
- VII. Security Plan
- VIII. Employee Program
- IX. Environmental Program
- X. Maintenance Plan
- XI. Facility, Equipment, Furnishings and Materials Replacement Plan
- XII. Special Event Programs
- XIII. Accessibility
- XIV. Customer Service
- XV. Community Involvement

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 1

Asset Inventory

Date: 5/29/2007 7:30:16 AM

Asset ID	Description	Serial Number	Asset ID	Description	Serial Number	Asset ID	Description	Serial Number
0397	file cabinet lat 5		8282	wall art		5289	chair	
0398	file cab lat 4 w/storage		8283	lamp, floor		5290	radio	
0399	cabinet storage steel		8284	rack, luggage		5291	rack, luggage	
0400	cab storage steel lrg		8285	iron/board		5292	table	
0404	chair stackable green		8286	table		5299	stool, vanity	
0405	chair stackable green		8301	chair, rosen		5301	wall art	
0406	chair stackable green		8304	chair, rosen		5302	wall art	
0407	chair stackable green		8251	bed, murphy		3912	stool, vanity	
0408	chair stackable green		8252	bed, double		3913	rack, luggage	
0409	chair stackable green		8253	radio		3915	chair, green upholstery w/ arms	
0410	chair stackable green		8254	wall art		3916	chair, green upholstery w/ arms	
0411	chair stackable green		8255	chair		3917	desk, writing	
0412	chair stackable green		8256	chair		3918	bed, double	
0413	chair stackable green		8257	table		3919	bed, double	
0414	chair stackable green		8258	desk		3922	painting, flowers	
0415	chair stackable green		8259	lamp		3923	painting, flowers	
0421	cart A/V medium steel		8260	wall art		8754	bed, double	
0422	refrigerator	c2002606044	8261	lamp, floor		8755	bed, double	
0423	file cabinet std 4		8268	wall art		8756	table, nightstand	
0424	tv w/ vcr	737615011	8269	wall art		8757	radio	
5764	bed, double		8270	rack, luggage		8758	table	
5765	bed, murphy		8271	iron/board		8759	chair	
5766	chair		8233	radio		8760	chair	
5767	table		8234	bed, double		8761	desk	
5768	chair		8235	wall art		8762	rack, luggage	
5769	desk		8236	bed, murphy		8763	stool, vanity	
5770	lamp		8237	desk		8764	bed, double	
5771	radio		8238	chair		8765	bed, double	
5772	art		8239	lamp		8766	table, nightstand	
5773	art		8240	wall art		8767	radio	
5774	art		8241	lamp, floor		8768	table	
5775	art		8242	table		8769	chair	
5779	lamp, floor		8243	chair		8770	chair	
5780	rack, luggage		8244	wall art		8771	desk	
5781	iron		8245	wall art		8772	rack, luggage	
5782	bed, double		8249	rack, luggage		8773	stool, vanity	
5783	radio		8250	iron		003402	bed, double	
5784	chair		8383	bed, murphy		003410	bed, twin	
5785	desk		8384	bed, double		1655	ch wicker	
5786	lamp		8385	radio		3403	TABLE	
5787	table		8386	desk		3404	DRESSER	
5788	chair		8387	chair		3406	DESK	
5789	lamp		8388	lamp		3407	CHAIR	
5790	bed, murphy		8389	lamp, floor		3408	RADIO	
5791	art		8390	table		3411	TABLE	
5792	art		8391	chair		3412	CHAIR WICKER	
5793	art		8392	wall art		5293	RADIO	
5794	art		8393	wall art		5303	bed	
5798	rack, luggage		8394	wall art		5304	bed	
5799	iron		8395	wall art		5305	desk	
5800	bed, double		8399	rack, luggage		5307	chair, easy	
5801	radio		8401	bed, murphy		5308	chair, easy	
5802	chair		8402	bed, double		5309	dresser, chest	
5803	desk		8403	radio		5310	mirror	
5804	lamp		8404	table		5311	rack, luggage	
5805	table		8405	chair		5315	chair	
5806	chair		8406	chair		5312	bed, double	
5807	lamp		8409	wall art		5313	bed, double	
5811	rack, luggage		8410	wall art		5314	desk	
5812	iron		8411	wall art		5316	radio	
6382	bed, murphy		8412	wall art		5317	chair, easy	
5813	bed, double		8416	lamp, floor		5318	dresser, chest	
5814	radio		8417	rack, luggage		5319	mirror	
5815	chair		8418	iron/board		003415	bed, twin	
5816	desk		8422	bed, murphy		003424	rack, luggage	
5817	lamp		8423	bed, double		3416	TABLE	
5818	table		8424	radio		3417	DRESSER	
5819	chair		8425	chair		3418	MIRROR	
5820	lamp, floor		8427	lamp		3419	DESSK	
5824	rack, luggage		8428	wall art		3421	LAMPP	
5825	iron		8429	wall art		3422	RADIO	
6387	bed, murphy		8430	wall art		3423	CHEIR	
6388	art		8431	wall art		5321	bed, twin	
6389	art		8432	table		5322	bed, twin	
6390	art		8433	chair		5323	desk	
6391	art		8434	lamp, floor		5324	chair	
5827	radio		8435	rack, luggage		5325	radio	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 2

5828	chair	8436	ironboard	5326	chair, easy	
5829	desk	8437	rack, luggage	5328	dresser, chest	
5830	lamp	8441	bed, double	5329	mirror	
5831	table	8442	radio	4058	bed, twin	
5832	chair	8443	bed, murphy	4059	bed, twin	
5833	lamp, floor	8444	chair	4060	desk	
5837	rack, luggage	8445	desk	4061	chair, desk	
5838	iron	8446	lamp	4062	radio	
6392	bed, murphy	8447	table	4063	chair, wicker easy	
6393	art	8448	lamp, floor	4064	dresser, chest 4	
6394	art	8449	wall art	4065	mirror, wall 1/2 length	
6395	art	8450	wall art	4066	rack, luggage	
6396	art	8451	wall art	4067	bed, twin	
5839	bed, double	8452	wall art	4068	bed, twin	
5840	radio	8453	chair	4069	desk	
5841	desk	8456	ironboard	4070	chair, desk	
5842	chair	8454	bed, murphy	4071	radio	
5843	lamp	8455	bed, double	4072	chair, wicker easy	
5844	table	8457	radio	4073	dresser, chest 4	
5845	chair	8458	desk	4074	mirror, wall 1/2 length	
5846	lamp, floor	8459	chair	4075	rack, luggage	
5850	rack, luggage	8460	lamp	003426	bed, twin	
5851	iron	8461	table	003427	bed, twin	
6397	bed, murphy	8462	chair	3428	DESK	
6398	art	8463	lamp, floor	3429	CHAIR	
6399	art	8464	wall art	3431	DRESSER	
6400	art	8465	wall art	3432	CHAIR	
6401	art	8466	wall art	003435	bed, twin	
5852	bed, double	8467	wall art	003436	bed, twin	
5853	radio	8471	rack, luggage	003444	rack, luggage	
5854	desk	8472	ironboard	3437	DESK	
5855	lamp	1641	*R piano Lexington	436 1 167	3438	CHAIR
5856	chair	1642	bench piano	3439	RADIO	
5857	table	2368	hassack (foot stool)	3440	DRESSER	
5858	chair	2370	hassack (foot stool)	3441	CHAIR	
5859	lamp	2373	lamp/table unit	3443	MIRROR	
5863	rack, luggage	2374	chair green overstuffed	5331	bed, double	
5864	iron	2375	chair green overstuffed	5332	bed, twin	
6402	bed, murphy	2377	chair green overstuffed	5333	desk	
6403	art	2385	chair green overstuffed	5334	chair	
6404	art	2387	table/lamp unit	5335	radio	
6405	art	2391	hassack (foot stool)	5336	lamp	
6406	art	2392	hassack (foot stool)	5337	chair, easy	
5865	bed, double	1226	piano-grand Steinway	5338	chair, easy	
5866	radio	1227	bench	5339	dresser, chest	
5867	desk	1369	phone no display	97sp70366408	5340	mirror
5868	chair	1525	Golf Cart #C09 (Cushman)	no	5341	rack, luggage
5869	lamp	1529	Club Cart #C13	J9838-69564	5342	table
5870	table	1533	Club Cart # C17	J9912 752447	6787	bed
5871	chair	1534	Club Cart #C18	J10134 055048	6788	bed
5879	rack, luggage	1537	Club Cart # C20	J0428 406405	6795	rack, luggage
5880	iron	1541	1985 Ford - Van # V09	1FTEE14Y9SHB61805	6798	bed
6407	bed, murphy	1548	1993 Toyota truck, flatbed #24	JT5VN82TON0003724	6799	bed
6408	art	1553	1996 Ford van	1FTEE14Y4TBB11976	6805	rack, luggage
6409	art	1559	2001 GEM	5ASAG474X1F016801	1826	hb b f
6410	art	1663	pager #301	no	1834	b t
6411	art	1664	pager #303		1839	hb b f
5881	bed, double	1665	pager #307		1840	hb b
5882	radio	1666	pager #308	646XVW2CLK	1845	dresser, chest 3
5883	desk	1667	pager #309	646XVW2CLL	1645	lamp
5884	chair	1668	pager #310	646XVW2CLM	1654	ch wicker
5885	lamp	1669	pager #311	646XVW2CLN	6358	bed
5886	table	1670	pager #312	646XVW2CLP	6359	chair
5887	lamp, floor	1671	pager #314	MR5BAQ6Z26	6360	desk
5888	chair	1672	pager #315	MR5BAQ6Z2B	6361	radio
5891	rack, luggage	1673	pager #316	MR5BAQ6Z29	6362	bolster
5892	iron	1674	pager #317	MR5BAQ6Z2C	6363	bed
6412	bed, murphy	1675	pager #318	MR5BAQ6Z27	6364	chair
6413	art	1676	pager #319	MR5BAQ6Z28	6365	table
6414	art	1677	pager #320	83990024NX	6366	chair
6415	art	1678	pager #321	839SDC24NV	6367	bed
5906	bed, double	1679	pager #323	839SDC24NZ	6369	bed
5907	radio	1680	pager #324	SN89SDC24PZ	6371	STOOL
5908	desk	1681	pager #325	839SDC24P3	6372	PRINT B WOOD
5909	chair	1682	pager #326	839SDC24NW	6376	rack, luggage
5910	lamp	1683	radio #300	0408938	6377	stool, vanity
5911	table	1684	radio #301	777YDA1322	7308	table

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 3

5912	chair	1685	radio #302	777YCL2055	7309	bed, twin
5913	lamp, floor	1686	radio #303	777YDA1310	7310	wall art
5917	rack, luggage	1687	radio #304	77FCA154	7311	bed, twin
5918	iron	3620	table, wood (round)		7312	table, nightstand
6422	bed, murphy	3621	table, wood (round)		7313	bed, twin
6423	art	3622	table, wood (round)		7314	bed, twin
6424	art	3623	table, wood (round)		7315	bolster
6425	art	3624	table, wood (round)		7316	desk
6426	art	3625	table, wood (round)		7317	radio
5893	bed, double	3626	table, wood (round)		7318	chair
5894	radio	3627	table, wood (round)		7319	chair
5895	desk	3628	table, wood (round)		7320	chair
5896	chair	3629	table, wood (round)		7321	table, rosen small
5897	lamp	3630	table, wood (round)		7324	stool, vanity
5898	table	3658	refrigerator/freeze, full size	not visible	7325	rack, luggage
5899	chair	3659	microwave	not visible	7326	chair
5900	lamp	3660	stove/oven		6340	bed
5904	rack, luggage	3670	chair, cane back		6342	desk
5905	iron	3671	chair, cane back		6343	chair
6417	bed, murphy	3672	chair, cane back		6344	bed
6418	art	3673	chair, cane back		6345	bolster
6419	art	3674	chair, cane back		6346	chair
6420	art	3675	chair, cane back		6347	table
6421	art	3676	chair, cane back		6348	chair
5919	bed, double	3677	chair, cane back		6349	bed
5920	radio	3678	chair, cane back		6350	bed
5921	desk	3679	chair, cane back		6351	TABLE
5922	chair	3680	chair, cane back		6352	print
5923	lamp	3681	chair, cane back		6356	rack, luggage
5924	table	3682	chair, cane back		6357	stool, vanity
5925	chair	3683	chair, cane back		6323	bed
5929	iron	3684	chair, cane back		6324	table, night
6427	bed, murphy	3685	chair, cane back		6325	table
6428	art	3686	chair, cane back		6326	chair
6429	art	3687	chair, cane back		6327	chair
6430	art	3688	chair, cane back		6328	chair
6431	art	3689	chair, cane back		6329	desk
2369	hassack (foot stool)	3690	chair, cane back		6330	radio
2371	hassack (foot stool)	3691	chair, cane back		6331	bed
2372	chair green overstuffed	3692	chair, cane back		6332	print
2376	lamp/table unit	3693	chair, cane back		6333	bed
2384	chair green overstuffed	3694	chair, cane back		6334	bed
2386	chair green overstuffed	3695	chair, cane back		6338	bolster
2388	table/lamp unit	3696	chair, cane back		7327	chair
2389	chair green overstuffed	3697	chair, cane back		7328	desk
2393	hassack (foot stool)	3698	chair, cane back		7329	radio
6860	bed, double	3699	chair, cane back		7330	bed, twin
6861	bed, double	3700	chair, cane back		7331	bed, twin
6862	table, night	3701	chair, cane back		7332	bolster
6863	radio	3702	chair, cane back		7333	bed, twin
6864	chair	3705	locker, bank of 16		7334	table
6865	chair	3706	locker, bank of 16		7335	wall art
6866	desk	3707	locker, bank of 6		7336	bed, twin
6870	rack, luggage	3708	locker, bank of 12		7337	table, nightstand
6871	stool, vanity	3709	locker, bank of 10		7339	chair
6873	bed, double	3710	table, work (pattern cutting)		7344	stool, vanity
6874	bed, double	3711	chair task		7345	chair
6875	table, night	3712	table, sewing machine		7346	rack, luggage
6876	radio	3713	table, sewing machine		7358	table
6877	chair	3714	table, sewing machine		7360	chair
6878	chair	3715	table, sewing machine		7338	table
6879	desk	3716	sewing machine		7340	chair
6883	rack, luggage	3717	sewing machine, blind stitch		7348	bed, twin
6884	stool, vanity	3718	sewing maching	31566	7349	wall art
7625	bed, double	3719	sewing machine		7350	bed, twin
7626	bed, double	3720	table, sm work		7352	bed, twin
7627	table, nightstand	3721	stool		7353	desk
7628	radio	3722	chair, cane back		7354	chair
7629	chair	3723	phone, w/ display	95sp563178	7355	radio
7630	chair	3724	desk		7356	bed, twin
7631	desk	3725	chair, desk		7357	bolster
7635	rack, luggage	3726	computer	not visible	7359	chair
7637	stool, vanity	3727	phone w/display	95sp46394116	7364	rack, luggage
8590	bed, double	3728	desk		7365	stool, vanity
8591	bed, double	3729	chair, desk		7366	CHAIR
8592	table, nightstand	3730	computer	us92621560	8573	rack, luggage
7638	bed, double	3731	phone w/display	95sp68368342	8574	bed, twin

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 4

7639	bed, double	3732	table		8575	bed, twin
7640	table, nightstand	3733	bookcase		8576	bed, twin
7641	radio	3734	file cabinet std 4		8577	bed, twin
7642	chair	3735	file cabinet std 4		8578	table, nightstand
7643	chair	3736	chair, reception		8579	radio
7644	desk	3737	chair, reception		8580	wall art
7648	rack, luggage	3738	chair, reception		8581	table
7650	stool, vanity	3739	table, small wood		8582	table
8600	bed, double	3740	printer, laser	not visible	8583	chair
8601	bed, double	3741	fax	ja3c00554	8584	chair
5255	bed, double	3742	chair, task		8585	chair
5256	bed, double	3743	chair, reception		8586	desk
5257	desk	3744	desk		8587	bolster
5258	chair	3745	phone w/display	98sp3239818	8588	rack, luggage
5259	chair	3746	table, work		8589	stool, vanity
5260	radio	3747	rack, warehouse		7794	TABLE
5261	rack, luggage	3748	rack, warehouse		7795	bed, twin
5262	table	3749	rack, warehouse		7796	bed, twin
5268	stool, vanity	3750	rack, warehouse		7797	table, nightstand
6886	bed, double	3751	cart		7801	chair
6887	bed, twin	3752	cart		7802	chair
6889	table, night	3753	cart		7803	table
6890	radio	3754	cart		7804	bolster
6891	chair	3755	cart		7805	bed, twin
6892	desk	3756	rack, clothing hanging		7806	chair
6893	chair	3757	rack, clothing hanging		7807	radio
6894	table	3758	basket, laundry (roll around)		7808	desk
6898	rack, luggage	3759	basket, laundry (roll around)		7809	bed, twin
6899	stool, vanity	3760	cart		7810	wall art
5738	bed, double	3761	cart		7811	rack, luggage
5739	bed, double	3762	cart		7812	chair
5740	table	3763	cart		7813	stool, vanity
5741	clock	3764	cart		7869	bed, twin
5742	desk	3765	basket, laundry (roll around)		7870	bed, twin
5744	chair	3766	basket, laundry (roll around)		7871	table, nightstand
5745	rack, luggage	3767	basket, laundry (roll around)		7872	wall art
5746	iron	3768	basket, laundry (roll around)		7873	bed, twin
5747	stool	3769	table, laundry folding		7874	radio
6901	bed, double	3770	ironing machine	50244 4/2	7875	chair
6902	bed, double	3771	basket, laundry (roll around)		7876	desk
6903	table, night	3772	file cabinet std 4		7877	bed, twin
6904	radio	3774	rack, warehouse		7878	bolster
6905	chair	3775	shampooer	j02347	7879	table
6906	chair	3776	extractor, water	102s349	7880	chair
6907	desk	3777	blower, wind machine	1080912	7881	chair
6911	rack, luggage	3778	microwave, guest room	not visible	7885	table
6912	stool, vanity	3779	microwave, guest room		7886	rack, luggage
6913	ironing board	3793	basket, laundry (roll around)		7887	chair
5285	chair	5582	phone	97SP23321669	7888	stool, vanity
5526	print	5583	computer, desktop	not visible	6303	bed, twin
7651	bed, double	5585	key box		6304	chair
7652	bed, double	9119	31 linen carts		6305	desk
7653	table, nightstand	9120	35 vacuum cleaners		6307	bed, twin
7654	radio	9116	277 resin chairs		6309	table
7656	chair	9117	58 small resin tables		6310	chair
7657	desk	9118	85 resin tables with umbrella stands		6311	chair
5270	bed, double	0537	table-wood board of dirctr		6312	table
5271	bed, double	1070	chair w/ arms brown upholstery		6313	bed, twin
5272	desk	1077	chair w/ arms red upholstery		6314	table
5273	chair	1083	chair w/ arms red upholstery		6315	bed, twin
5275	radio	1625	*R table dining "X" legs	436 1 166	6316	WALL ART
5276	rack, luggage	1637	*R tab linear	436 1 161	6321	CHAIR
5277	table	1638	*R tab lin	436 1 162	6322	vanity
5283	stool, vanity	1639	*R couch lea	436 1 164	1974	piano grand Steinway
8610	bed, double	1640	*R couch lea	436 1 165	1975	bench piano
8611	bed, double	1643	tab sq table		003445	bed, twin
8612	table, nightstand	1644	tab round		003446	table, night stand
8613	radio	1646	chair overstuffed green upholstery		003447	desk, writing
8614	table	1647	chair overstuffed green upholstery		003448	chair, desk
8615	chair	1648	chair overstuffed green upholstery		003449	lamp w/ dual wall scones
8616	chair	1649	chair overstuffed green upholstery		003450	radio
8617	desk	1650	table roud		003451	bed, twin
8618	rack, luggage	1651	lamp		003452	chair w/ arms
8619	stool, vanity	1652	armoire		003453	dresser, chest 3
8620	bed, queen	1653	*R table dining "X" legs		003454	mirror, wall 1/2 length
8621	bed, twin	1760	iron n board		003455	rack, luggage
8622	table, nightstand	1830	ch ea wic		003456	print, Calendar June

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 5

8623	radio	3773	floor scrubber	608622-10048903	003457	print, Calendar January	
8624	table	3794	locker, bank of 10		3446	TABLE	
8625	chair	4310	table, coffee		3447	DESK	
8626	chair	4606	floor lamp		3448	CHAIR	
8627	desk	4607	lamp floor		3449	LAMP	
8628	bolster	4608	lamp floor		3450	RADIO	
8629	rack, luggage	4609	lamp floor		3452	CHAIR	
8630	stool, vanity	4610	lamp floor		3453	DRESSER	
8150	bed, double	4611	lamp floor		3456	CALANDER POSTER JUNE	
8151	bed, twin	4612	lamp floor		3457	CALANDERJAN	
8152	table, nightstand	4613	lamp floor		3937	bed, double	
8153	radio	4615	lamp floor		3938	bed, double	
8154	chair	4616	lamp floor		3939	table, night	
8155	chair	4617	lamp floor		3940	desk, writing	
8156	desk	4624	lamp floor		3941	radio	no visible
8160	rack, luggage	4625	lamp floor		3942	lamp w/2 wall	
8161	stool, vanity	4626	lamp floor		3943	chair, wicker w/arm	
8162	bolster	4628	lamp floor		3944	chair, wicker w/arm	
8163	table	4629	lamp floor		3945	dresser, check 3	
8165	bed, double	4630	lamp floor		3946	mirror, wall 1/2 length	
8166	bed, double	4631	lamp floor		3947	print, Calendar December	
8167	table, nightstand	4633	lamp floor		3948	print, Calendar Septmeber	
8168	radio	4634	lamp floor		3949	rack, luggage	
8169	chair	4918	chair, easy		003458	bed, twin	
8170	desk	5269	iron/board		003459	chair, wicker w/ arms	
8174	chair	5354	vacuum		003460	desk, writing	
8175	stool, vanity	5361	rollaway		003461	chair, desk	
8176	rack, luggage	5362	rollaway		003462	lamp w/ 1 wall sconce	
5534	print	5370	love seat		003463	radio	g9ba72774
8177	bed, double	5390	rollaway		003464	dresser, chest 3	
8178	bed, double	5391	rollaway		003465	mirror, wall 1/2 length	
8179	table, nightstand	5392	rollaway		003466	rack, luggage	
8180	radio	5393	rollaway		003467	print, Calendar February	
8181	chair	5394	rollaway		003468	print, Calendar April	
8182	chair	5395	rollaway		3459	CHAIR	
8183	desk	5396	rollaway		3460	DESK	
8187	rack, luggage	5397	rollaway		3461	CHAIR	
8188	stool, vanity	5398	rollaway		3462	LAMP	
8190	bed, double	5399	rollaway		3463	RAIDO	
8191	bed, double	5410	maids linen cart S.I		3464	DRESSER	
8192	table, nightstand	5417	rack, luggage		3467	PRINT FEB	
8193	radio	5420	rollaway		3468	PRINT APRIL	
8194	chair	5421	rollaway		5115	bed, twin	
8195	chair	5422	rollaway		5116	bed, twin	
8196	desk	5423	rollaway		5117	bed, twin	
8200	rack, luggage	5424	rollaway		5118	desk	
8201	stool, vanity	5425	rollaway		5119	chair	
4045	bed, twin	5426	rollaway		5120	table	
4047	bed, double	5427	rollaway		5121	table	
4049	table, nightstand	5428	rollaway		5122	lamp w/3 wall	
4050	radio	5429	rollaway		5123	dresser, chest 3	
4051	desk	5430	rollaway		5124	mirror	
4052	chair, desk	5432	rollaway		5125	rack, luggage	
4053	table	5433	rollaway		5126	Print, Calendar July	
4054	chair, easy	5434	rollaway		5127	Print, Calendar October	
4055	rack, luggage	5435	rollaway		5128	radio	
5518	print	5436	rollaway		5100	bed, twin	
5751	bed, double	5437	rollaway		5101	bed, twin	
5752	bed, double	5438	rollaway		5102	bed, twin	
5754	clock	5459	rollaway		5103	desk	
5755	chair	5501	table, classroom		5104	chair	
5756	desk	5503	chair		5105	chair	
5757	chair	5504	chair		5106	table	
5761	rack, luggage	5505	chair		5107	table	
5763	stool	5506	chair		5108	lamp w/3 wall	
8631	bed, double	5507	chair		5109	dresser, chest 3	
8632	bed, double	5509	side table		5110	mirror	
8633	table, nightstand	5510	chair		5111	rack, luggage	
8634	radio	5514	flower/pictet/frame		5112	print, Calendar July	
8635	table	5521	flower/picture/frame		5113	print, Calendar October	
8636	chair	5530	piture frame		5114	radio	
8637	chair	5538	picture frame		3925	bed, twin	
8638	desk	5539	picture frame		3926	bed, twin	
8640	stool, vanity	5540	picture frame		3927	desk, writing	
8641	bed, double	5541	picture frame		3928	radio	not visible
8642	bed, double	5542	TABLE		3929	lamp w/2 wall	
8643	table, nightstand	5543	TABLE		3930	chair wicker w/arm	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 6

8644	radio		5544	CHAIR	3931	chair wicker w/arm
8645	table		5545	CHAIR	3932	dresser, chest 3
8646	chair		5546	CHAIR	3933	mirror, wall 1/2 length
8647	chair		5547	CHAIR	3934	rack, luggage
8648	desk		5548	CHAIR	3935	print, Calendar April
8649	rack, luggage		5549	CHAIR	3936	print, Calendar February
8650	stool, vanity		5551	CHAIR	003482	bed, twin
0003	Desk		5552	CHAIR	003483	desk, writing
0004	Computer LAPtop	78-g1080	5553	CHAIR	003484	chair desk
0006	chair desk		5554	CHAIR	003485	lamp w/ 1 wall sconce
0007	file cab std 2		5557	CHAIR	003486	radio
0008	table sm wood		5558	CHAIR	003487	chair, wicker w/ arms
0009	Cabinet storage wood		5561	CHAIR	003488	dresser, chest 4
0010	cabinet display wood & glass		5562	CHAIR	003489	mirror, wall 1/2 length
0011	cabinet display wood & glass		5563	CHAIR	003490	rack, luggage
0012	desk		5565	TABLE	003491	print, Calendar September
0013	extension		5566	CHAIR	003492	print, Calendar December
0014	file cab std 4		5567	CHAIR	3483	DESK
0015	cabinet storage wood		5569	CHAIR	3485	LAMP
0016	chair desk		5570	CHAIR	3486	RADIO
0017	chair reception		5571	floor lamp	3487	CHAIR
0018	cabinet storage wood		5572	CHAIR	3488	DREESER
0019	table		5573	CHAIR	3489	MIRROR
0020	table		5575	CHAIR	3491	PRINT SEPT
0021	DESK		5576	CHAIR	3492	PRINT DEC
0022	printer laser color	JPAKC01112	5577	CHAIR	003469	bed, twin
0023	fax	A2609200121	5580	print	003470	bed, twin
0025	refridgerator		5581	desk	003471	table, nightstand
0026	microwave		6339	rack, luggage	003472	chair, wicker w/ arms
0027	copier 1 color	h2412000972	6524	iron/board	003473	desk, writing
0028	file cab std 4		6567	iron BOARD	003474	chair, desk
0029	file cab std 4		6674	chair	003475	lamp w/dual wall scones
0030	bookcase		6747	ironBOARD	003476	radio
0031	file cab lat 5 (architect)		6885	ironing board	003477	dresser, chest 3
0032	file cab lat 5 (architect)		7053	chair	003478	mirror, wall 1/2 length
0033	file cab lat 5 (architect)		7411	chair	003479	rack, luggage
0034	desk		7636	iron/board	003480	Print, Calendar January
0035	shelves (gorilla racks)		7649	iron/board	003481	Print, Calendar June
0036	lockers bank of 5		7987	iron/board	3471	TABLE
0037	computer desktop	00045-478-276-834	8189	iron/board	3472	CHAIR
0038	computer desktop	00017-097-291-954	8382	iron/board	3473	DESK
0040	file cab lat 4 w/storage		0056	computer laptop	3474	CHAIR
0041	shelves		0359	desk	3476	RADIO
0042	file cab lat 4 w/ storage		0360	extension right	3477	DRESSER
0043	bookcase		0361	chair desk	3478	MIRROR
0045	cabinet wood		0362	chair reception	3480	PRINT JAN
0046	chair desk		0363	chair reception	3481	PRINT JUNE
0047	chair desk		0364	phone desk w/display	3511	bed twin
0051	safe		0365	computer laptop	3512	bed twin
0052	file cab lat 2		0366	file cabinet lateral 2	3513	table, nightstand
0053	chair livingroom		0367	file cabinet lat 2	3514	desk, writing
0054	desk		0368	file cabinet standard 4	3515	chair, desk
0055	extension		0369	file cabinet lateral 2	3516	lamp w/ dual wall scones
0057	printer laser	cnbjg05597	0370	file cabinet lateral 3	3517	radio
0059	bookcase		0371	file cabinet lateral 2	3518	dresser, chest 3
0061	cabinet storage steel		0372	file cabinet lateral 4	3519	mirror, wall 1/2 length
0062	tv - bliw	d3aa17768	0373	printer laser color	3520	print, Calendar April
0063	slide pro	173115	0374	file cabinet std 3	3521	print, Calendar February
0064	camera	107819	0375	desk	3522	rack, luggage
0065	video camera	f7hb0031	0376	extension universal	6806	bed
0066	megaphone		0377	extension corner	6807	bed
0067	computer laptop	fc538ddt65r	0378	phone desk w/display	6808	table, night
0068	slide pro	1155057010	0380	chair desk	6809	chair
0069	gps unit	4330b25558	0381	fax Panafax	6810	chair
0070	camera digital	111307100	0382	chair reception	6811	DESK
1531	Club Car #C15	9838 695637	0383	chair reception	6812	lamp
1540	1995 Ford - truck # V02	2FTEF15Y8SCA305528	0384	chair reception	6813	radio
1544	1999 Ford Expedition # V18	1FMPU18L7XLB52479	0385	chair executive	6814	print, oct
1560	2005 Chevrolet Silverado LS	1GECK19T55Z265664	0387	desk corner	6815	print, july
0581	*R chair tandem	436 1 104	0388	extension left	6816	dresser
0582	*R chair tandem	436 1 105	0389	extension universal	6817	mirror
0583	*R chair tandem	436 1 106	0390	file cabinet std 3	6818	rack, luggage
0584	*R chair-tandem wood	436 1 127	0391	file cabinet lat 2	6200	bed
0585	*R chair tandem	436 1 107	0392	printer laser	6201	print, sept
0586	*R chair tandem	436 1 108	0393	copier	6202	print, dec
0587	*R chair tandem	436 1 109	0394	phone desk w/display	6203	dresser
0588	*R chair tandem	436 1 110	0395	computer desktop	6205	chair

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) Page 7

0589	*R chair tandem	436 1 111	0396	printer timebadges	p53229116	6206	chair	
0590	*R chair tandem	436 1 112	5648	bed, twin		6207	desk	
0591	*R chair tandem	436 1 113	5649	table		6208	radio	
0592	*R chair tandem	436 1 114	5650	lamp		6209	lamp, w/1	
0593	*R chair tandem	436 1 115	5651	bed, twin		6210	rack, luggage	
0594	*R chair tandem	436 1 116	5652	radio		3523	bed, twin	
0595	*R chair tandem	436 1 117	5653	desk		3524	bed, twin	
0596	*R chair tandem	436 1 118	5654	desk		3525	bed, twin	
0597	*R chair tandem	436 1 119	5655	dresser, bureau, 6		3526	table, nightstand	
0598	*R chair tandem	436 1 120	5657	lamp		3527	table, nightstand	
0599	*R chair tandem	436 1 121	5659	mirror		3528	desk, writing	
0600	*R chair tandem	436 1 122	5660	chair, task		3529	chair, desk	
0601	*R chair tandem	436 1 123	5661	chair, task		3530	lamp w/ 3 wall scones	
0602	*R chair tandem	436 1 124	5662	safe	112	3531	radio	none
0603	*R chair tandem	436 1 125	5663	safe	150	3532	dresser, chest 3	
0604	*R chair tandem	436 1 126	5664	rack, luggage		3533	mirror, wall 1/2 length	
0613	*R chair Chapel		5665	iron		3534	rack, luggage	
0614	*R chair Chapel		1905	hbt		3535	print, Calendar June	
0615	*R chair Chapel		1906	bt		3536	print, Calendar January	
0616	*R chair Chapel		1907	hbt		5129	bed, twin	
0617	*R chair Chapel		1908	bt		5130	bed, twin	
0618	*R chair Chapel		1909	tab		5131	desk	
0619	*R chair Chapel		1910	lamp		5132	chair	
0620	*R chair Chapel		1911	clock w/radio	338130911	5133	chair	
0621	*R chair Chapel		1912	desk, writing		5134	table	
0622	*R chair Chapel		1913	ch d		5135	lamp w/w wall	
0623	*R chair Chapel		1914	lam		5136	dresser, chest 3	
0624	*R chair Chapel		1915	desk, writing		5137	mirror	
0625	*R chair Chapel		1916	ch d		5138	print, Calendar September	
0626	*R chair Chapel		1917	lam		5139	print, Calendar December	
0627	*R chair Chapel		1918	mirr		5140	rack, luggage	
0628	*R chair Chapel		1919	dresser, bureau 6		5141	radio	
0629	*R chair Chapel		1920	ch w/arm red up		3950	bed, twin	
0630	*R chair Chapel		1921	rac l		3951	bed, twin	
0631	*R chair Chapel		1922	iron n board		3952	desk, writing	
0632	*R chair Chapel		1923	safe m	dpr 158	3953	chair, wicker w/arms	
0633	*R chair Chapel		1924	safe m	dpr 157	3954	chair, wicker w/arms	
0634	*R chair Chapel		5631	bed, twin		3955	dresser, chest 3	
0635	*R chair Chapel		5632	bed, twin		3956	mirror, wall 1/2 length	
0636	*R chair Chapel		5633	table		3957	print, Calendar June	
0637	*R chair Chapel		5634	lamp		3958	print, Calendar January	
0638	*R chair Chapel		5635	radio		3959	lamp, w/2 wall	
0639	*R chair Chapel		5636	desk		3960	radio	no visible
0640	*R chair Chapel		5637	desk		3961	rack, luggage	
0641	*R chair Chapel		5638	lamp		6177	bed, twin	
0642	*R chair Chapel		5639	lamp		6178	print, feb	
0643	*R chair Chapel		5640	chair, task		6179	print, april	
0644	*R chair Chapel		5641	chair, task		6180	chair	
0645	*R chair Chapel		5642	chair		6181	chair	
0646	*R chair Chapel		5643	dresser, bureau, 6		6182	desk	
0647	*R chair Chapel		5644	mirror		6183	radio	
0648	*R chair Chapel		5645	rack, luggage		6184	lamp, w/1	
0649	*R chair Chapel		5646	safe	159	6185	dresser, chest, 4	
0650	*R chair Chapel		5647	safe		6186	mirror	
0651	*R chair Chapel		5666	bed, twin		6187	rack, luggage	
0652	*R chair Chapel		5667	bed, twin		6188	bed, twin	
0653	*R chair Chapel		5668	table		6189	chair	
0654	*R chair Chapel		5669	lamp		6190	bed, twin	
0655	*R chair Chapel		5670	radio		6191	chair	
0656	*R chair Chapel		5671	desk		6192	desk	
0657	*R chair Chapel		5672	desk		6193	lamp, w/2	
0658	*R chair Chapel		5673	lamp		6194	print, oct	
0659	*R chair Chapel		5674	lamp		6195	print, july	
0660	*R chair Chapel		5675	chair		6196	dresser	
0661	*R chair Chapel		5676	chair, task		6197	mirror	
0662	*R chair Chapel		5677	chair, task		6198	radio	
0663	*R chair Chapel		5678	mirror		6199	rack, luggage	
0664	*R chair Chapel		5679	dresser, bureau, 6		1949	bed twin	
0665	*R chair Chapel		5681	safe	152	1950	bed twin	
0666	*R chair Chapel		5682	safe	149	1951	table	
0667	*R chair Chapel		5683	rack, luggage		1952	clock w/radio	no
0668	*R chair Chapel		5684	iron		1953	mirror	
0669	*R chair Chapel		4905	bed, twin		1954	dresser, chest 3	
0670	*R chair Chapel		4906	bed, twin		1955	desk, writing	
0671	*R chair Chapel		4907	headboard, twin		1957	ch arm rattan	
0672	*R chair Chapel		4908	headboard, twin		1958	print cal Jun	
0673	*R chair Chapel		4910	lamp		1959	print cal Jan	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 8

0674	*R chair Chapel		4911	lamp		1960	rack luggage
0675	*R chair Chapel		4912	lamp		1961	lamp w/match dbl
0676	*R chair Chapel		4916	chair, task		1965	chair desk
0677	*R chair Chapel		4917	chair, task		1966	ch arm rattan
0702	*R podium-lecturn	436 1 030	4919	dresser, bureau 6		1962	bed twin
0703	*R piano-Steinway	436 1 034	4920	dresser, mirror		1963	bed twin
0704	*R bench-piano	436 1 034	4921	safe	101	1964	desk, writing
0705	*R table-dining	436 1 039	4922	safe	122	1966	lamp
0789	*R sink n fixtures	436 1 035	4923	iron/board		1967	clock w/ radio no
1288	*R radiators-no asset tag	436 1 036	4924	radio		1968	mirror
1289	*R radiators-no asset tag	436 1 037	7828	bed, twin		1969	DRESSER
1290	*R radiators-no asset tag	436 1 251	7833	dresser, bureau 6		1970	Chair arm rattan
1291	*R radiators-no asset tag	436 1 252	7834	chair, task		1971	print cal Dec
1292	*R radiators-no asset tag	436 1 253	7835	chair, task		1972	print cal Sept
1293	*R radiators-no asset tag	436 1 254	7836	desk		1973	rack luggage
1294	*R radiators-no asset tag	436 1 255	7837	lamp		0790	*R piano L Sage 436 1 169
1295	*R radiators-no asset tag	436 1 256	7838	mirror		0791	*R print Expo Universal (no asset tag)
1296	*R radiators-no asset tag	436 1 257	7839	chair		7429	bed, double
1297	*R radiators-no asset tag	436 1 258	7840	desk		7430	bed, double
4261	screen, redwood		7841	lamp		7431	chair
1532	Club Cart #C16	9838 695985	7842	bed, twin		7432	desk
1538	Club Cart # C22	J0428 40928	7843	table, nightstand		7433	radio
1546	1988 Toyota truck, flatbed #21	JT5RN75U1J0024267	7844	lamp		7434	dresser, chest 3
1551	1996 Ford van	1FTEE14Y3THA02196	7845	radio		7435	mirror
1552	1996 Ford van	1FTEE14Y0THB18357	7846	rack, luggage		7436	chair
1688	radio	018FEM192	7847	iron/board		7437	chair
1689	radio	018TFEM204	7848	safe	151	7438	table
1690	radio	018TDYC554	7849	safe	147	7439	lamp
1691	radio		9029	bed, twin		7440	rack, luggage
1692	radio	018TDYC565	9030	bed, twin		7441	print, Brown Pelican
1693	radio	018TDYC570	9031	table, nightstand		7442	print, Crazy Asa
1694	radio	777FAND325	9032	radio		7443	bed, double
1695	radio	777FANS242	9033	chair		7444	bed, double
1696	radio	777FANS249	9034	chair		7445	chair
1697	radio	777FBQ3322	9035	chair		7446	desk
1698	radio	777FWL1030	9036	dresser, bureau 6		7447	radio
1700	radio	475FZE4511	9037	mirror		7448	dresser
9121	125 banquet tables		9038	desk		7449	mirror
9122	235 classroom tables		9039	desk		7450	chair
9123	27 card tables		9040	lamp		7451	chair
9124	30 -60inch round tables		9041	lamp		7452	table
9125	39- cabaret tables		9042	lamp		7453	lamp
9126	19- tall cabaret tables		9043	rack, luggage		7454	rack, luggage
9127	2- heart shaped tables		9044	iron/board		7455	print, Crazy Asa
9128	2- quarter round tables		9045	safe		7456	print, Brown Pelican
9129	14 serpentine tables		9046	safe		8563	bed, double
9130	6- risers		9047	bed, twin		8564	bed, double
9131	2- riser steps		9048	bed, twin		8565	radio
9132	585- green chairs		9049	table, nightstand		8566	wall art
9133	221- white chairs		9050	radio		8567	wall art
9134	4- dollies for white chairs		9051	chair		8568	chair
9135	3- table dollies		9052	chair		8569	dresser
9136	276- FFF chairs		9053	chair		8570	mirror
9137	75- Nautilus chairs		9054	dresser, bureau 6		8571	desk
9138	797- Crocker Chairs		9055	mirror		8572	lamp
9139	18- planter boxes crocker		9056	desk		7457	bed, double
9140	633- Merrill Hall chairs		9057	desk		7458	bed, double
9141	17- tripod easel stands		9058	lamp		7459	chair
9142	42- easel stands		9059	lamp		7460	desk
9143	6-Asilomar poster boards		9060	lamp		7461	radio
9144	2- Admin registration desks		9061	rack, luggage		7462	print, Crazy Asa
9145	6- Admin tall stools		9062	iron/board		7463	print, Brown Pelican
9146	4-Table top podiums		9063	safe		7464	chair
9147	Wedding Arch		9064	safe		7465	chair
9148	2- Arch gates		2210	headboard twin		7466	table
9149	9- large grey carts		2211	bed twin		7467	lamp
9151	6- Picnic Tables Surf & Sand		2212	headboard twin		7468	dresser
9152	22- Picnic Tables BBQ Area		2213	nightstand		7469	mirror
9153	9- Barco Chairs Admin		2214	lamp		7470	rack, luggage
9154	6- Barco Tables Admin		2215	bed twin		0814	painting-brown pelican139/150
9155	24- Picnic Tables Admin		2216	clock w/radio	no	0815	painting-crazy asa 30/100
9156	4- Ice cream freezers		2217	desk, student		0816	headboard-full
9157	Coat Rack		2218	lamp		0817	bed-full
9158	47- Crocker tables 10 top		2219	chair, desk		0818	headboard-full
9159	18- Crocker tables 8 top		2220	chair, desk		0819	bed-full
9160	24- Crocker tables 6 top		2221	desk, student		0820	desk-writing
9161	2- smal square table		2222	lamp		0821	chair-desk

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 9

9162	2- bar backs crocker	2223	dresser, bureau 6	0822	clock w/radio	no
9163	2- high chairs w/tray	2224	mirror, wall 1/2 length	0823	dresser-chest 3	
9164	6- wood high chairs	2225	chair w/arms green upholstery	0824	mirror-wall 1/2 length	
9165	3- bar carts	2226	rack, luggage	0825	table-end tall	
9180	13- small grey carts	2227	safe, room DPR #145	0826	chair-easy	
002986	table, w/ storage cabinet (front entrance)	2228	iron & board	0827	chair-easy	
2590	Lazy Susan (both large & small)	2229	safe, room DPR #153	0828	lamp w/match dbl wall mount	
2591	Lazy Susan (both large & small)	9065	bed, twin	0829	rack, luggage	
2592	Lazy Susan (both large & small)	9066	bed, twin	7471	bed, double	
2593	Lazy Susan (both large & small)	9067	table, nightstand	7472	bed, double	
2594	Lazy Susan (both large & small)	9068	radio	7473	chair	
2595	Lazy Susan (both large & small)	9069	chair	7474	desk	
2596	Lazy Susan (both large & small)	9070	chair	7475	radio	
2597	Lazy Susan (both large & small)	9071	chair	7476	print, Crazy Asa	
2598	Lazy Susan (both large & small)	9072	dresser	7477	print, Brown Pelican	
2599	Lazy Susan (both large & small)	9073	mirror	7478	dresser	
2600	Lazy Susan (both large & small)	9074	desk	7479	mirror	
2601	Lazy Susan (both large & small)	9075	desk	7480	chair, easy	
2602	table, 8	9076	lamp	7481	chair, easy	
2776	highchair	9077	lamp	7482	table	
2777	highchair	9078	lamp	7483	lamp	
2778	highchair	9079	rack, luggage	7484	rack, luggage	
2779	*R podium 436-1-173	9080	iron/board	0481	head board - full	
2780	planters	9081	safe	0482	bed - full	
2781	planters	9082	safe	0483	head board - full	
2782	planters	2198	table square cube	0484	bed - full	
9166	Poppcom Machine	2199	lamp	0485	desk - writing	
9167	Food Warmer Garland	2201	chair w/ arms green upholstery	0486	chair - writing desk	
9168	Food Warmer Garland	2202	table square cube	0487	painting - brown pelican 79/150	
9169	alto-sham heater	2203	lamp	0488	painting - crazy asa 07/100	
9170	traulsen refrigerator	2204	chair w/ arms green upholstery	0489	radio w/ clock	3ebqc31262
9171	wolf frying equipment	2205	couch	0490	dresser, chest 3	
9172	wolf frying equipment	2206	table	0491	mirror-wall 1/2 length	
9173	globe slicer	2207	lamp	0492	table - end tall	
9174	steam table	2208	couch	0493	lamp-end table w/matching dbl wall mount	
9175	bunn coffee maker	2209	table	0494	chair - easy	
9176	wilber coffee maker	5658	chair	0495	chair - easy	
9177	wilber coffee maker	6914	bed, queen	0496	rack - luggage	
9178	coke machine	6915	bed, twin	0497	head board - full	
9179	toastmaster toaster	6916	bolster	0498	bed - full	
9181	globe slicer	6918	desk	0499	head board - full	
9182	steam table	6919	lamp	0500	bed - full	
9183	prep table	6920	lamp	0501	painting-brown pelican 141/150	
9184	alto sham heater	6921	table, nightstand	0502	painting-crazy asa 09-100	
9185	grill oven	6922	radio	0503	desk - writing	
9186	vulcan 2 door oven	6923	print, Doe	0504	chair - writing desk	
9187	hobart deep fryer	6924	print, Buck	0505	dresser - chest 3	
9188	rational conv oven	6925	lamp	0506	mirror - wall 1/2 length	
9189	cabinet	6926	table, nightstand	0507	table - end tall	
9190	bread slicer	6927	chair	0508	chair - easy	
9191	silver king refrigerator	6928	chair	0509	chair - easy	
9192	panasonic microwave	6929	table	0510	rack - luggage	
9193	cleveland oven	6930	lamp	0511	radio w/clock	gx3ea11067
9194	groen steam pot	6931	rack, luggage	0521	lamp-end table w/matching dbl wall mount	
9195	groen steam pot	6932	bed, queen	0512	painting-brown pelican 141/150	
9196	prep table	6933	table, nightstand	0513	painting-crazy asa 33/100	
9197	prep table	6934	lamp	0514	headboard-full	
9198	prep table	6935	radio	0515	bed-full	
9199	rational convection oven	6936	print, Buck	0516	headboard-full	
9200	rational convection oven	6937	print, Doe	0517	bed-full	
9201	buffalo chopper	6938	table, nightstand	0518	desk-writing	
9202	29-Madix fixtures	6939	lamp	0519	chair-writing desk	
9203	Milk dispenser	6940	chair	0520	radio w/clock	3ebqc31224
9204	Hoshizaki ice maker	6941	chair	0522	dresser-chest 3	
9205	prep table	6942	table	0523	mirror-wall 1/2 length	
9206	potato peeler	6943	lamp	0524	table-end tall	
9207	salad ace delied machine	6944	bed, twin	0525	chair-easy	
9208	robot coup blender	6945	bolster	0527	lamp-end table w/matching dbl wall mount	
9209	cordinal scale detector	6946	chair	0528	rack-luggage	
9210	waring blender	6947	desk	0555	painting-brwn pelican 84/150	
9211	globe food prep	6948	lamp	0556	painting-crazy asa 33/100	
9212	comercial h blender	6949	rack, luggage	0557	headboard-full	
9213	ice cream maker	6950	chair	0558	bed-full	
9214	meat tenderizer	6951	desk	0559	headboard-full	
9215	traulsen refrigerator	6952	lamp	0560	bed-full	
9216	traulsen proof box	6953	bed, queen	0561	desk-writing	
9217	delfield freezer	6954	bolster	0562	chair-writing desk	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 10

9218	convection oven	6955	bed, twin	0563	radio w/clock	3ebqc31240
9219	baxter oven	6956	table, nightstand	0564	dresser-chest 3	
9220	rhondo bread maker	6957	lamp	0565	mirror-wall 1/2 length	
9221	hobart mixer small	6958	radio	0566	table-end tall	
9222	hobart mixer large	6959	print, Doe	0567	chair-easy	
9223	mixing bowl large	6960	print, Buck	0568	chair-easy	
9224	mixing bowl small	6961	table, nightstand	0569	lamp-end table w/match dbl wall mount	
9225	5 crescor desert racks	6962	lamp	0570	rack-luggage	
9226	2- oven racks	6963	chair	7499	bed, double	
9227	hoshizaka ice maker	6964	chair	7500	bed, double	
9228	10- cambro dollies	6965	table	7501	chair	
9229	2- baxter oven racks	6966	lamp	7502	desk	
9230	2- dade crushers	6967	rack, luggage	7503	radio	
9231	oasis caravan machine	6968	chair	7504	print, Crazy Asa	
9232	3- green rolling cambra	6969	desk	7505	print, Brown Pelican	
9233	2- green salad racks	6970	chair	7506	dresser	
9234	9- dessert racks	6971	bed, queen	7507	mirror	
9235	3- rolling 3 shelf racks	6972	table, nightstand	7508	chair, easy	
9236	2- hot cart warmers	6973	lamp	7509	chair, easy	
9296	butcher block table	6974	radio	7510	table	
1298	*R painting w/frame K Washingt 435 7 005/436 7 026	6975	print, Buck	7511	lamp	
1299	*R painting w/frame M Mans 436 7 011/436 7 038	6976	print, Doe	7512	rack, luggage	
8017	bed, twin	6977	table, nightstand	0830	painting-brown pelican 95/150	
8018	bed, queen	6978	lamp	0831	paint-crazy asa 27/100	
8019	wall art	6979	chair	0832	headboard-full	
8020	table	6980	chair	0833	bed-full	
8021	chair	6981	table	0834	headboard-full	
8022	chair	6982	lamp	0835	bed-full	
8023	bed, twin	6983	bed, twin	0836	desk, writing	
8024	wall art	6984	rack, luggage	0837	chair-desk	
8025	radio	6985	bed, twin	0838	clock /w radio	3ebq31175
8026	desk	6986	bolster	0839	dresser-chest 3	
8027	chair	6987	chair	0840	mirror wall 1/2 length	
8028	bed, twin	6988	desk	0841	table-end tall	
8032	iron/board	6989	lamp	0842	chair-easy	
7688	bed, twin	6990	bed, queen	0843	chair-easy	
7689	radio	6991	table, nightstand	0844	lamp /w match dbl wall mount	
7690	desk	6992	LAMP	0845	rack-luggage	
7691	bed, twin	6993	radio	0846	painting-brown pelican 122/150	
7692	chair	6994	print, Buck	0847	paint-crazy asa 71/100	
7693	chair	6995	print, Doe	0848	headboard-full	
7694	table	6996	table, nightstand	0849	bed-full	
7695	bed, queen	6997	lamp	0850	headboard-full	
7696	bed, twin	6998	chair	0851	bed-full	
7697	wall art	6999	chair	0852	desk-writing	
7698	rack, luggage	7000	table	0853	chair-writing desk	
7699	iron/board	7001	lamp	0854	clock /w radio	3ebqc38013
7703	bed, twin	7002	rack, luggage	0855	dresser-chest 3	
7704	radio	6285	bed, double	0856	mirror wall 1/2 length	
7705	desk	6286	table, night	0857	table-end tall	
7706	chair	6287	lamp	0858	chair-easy	
7707	bed, twin	6288	table, night	0859	chair-easy	
7709	chair	6289	lamp	0860	lamp w/match dbl wall mount	
7710	table	6290	chair	0861	rack-luggage	
7711	bed, twin	6291	table	7513	bed, double	
7712	bed, queen	6292	lamp	7514	bed, double	
7713	wall art	6293	chair	7515	chair	
7714	wall art	6294	bed, twin	7516	desk	
7715	rack, luggage	6295	bolster	7517	print, Crazy Asa	
7716	iron/board	6296	lamp	7518	print, Brown Pelican	
7720	chair	6297	chair	7519	radio	
7708	chair	6298	desk	7520	dresser	
7717	bed, twin	6299	radio	7521	mirror	
7718	bed, twin	6300	print, doe, 20	7522	chair, easy	
7719	chair	6301	print, buck, 12	7523	chair, easy	
7721	table	6302	rack, luggage	7524	table	
7722	bed, queen	1069	chair w/ arms red upholstery	7525	lamp	
7723	table	7039	bed, twin	7526	rack, luggage	
7724	radio	7040	bolster	0862	painting-brown pelican 140/150	
7725	bed, twin	7041	prints, Buck	0863	painting-crazy asa 26/100	
7726	wall art	7042	prints, Doe	0864	headboard-full	
7727	wall art	7043	bed, queen	0865	bed-full	
7734	rack, luggage	7044	table, nightstand	0866	headboard-full	
7735	iron/board	7045	lamp	0867	bed-full	
7780	bed, twin	7046	radio	0868	desk-writing	
7781	desk	7047	chair	0869	chair-writing desk	
7782	radio	7048	desk	0870	clock w/radio	v156dl

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 11

7783	chair		7049	lamp	0871	dresser-chest 3	
7784	bed, twin		7050	table, nightstand	0872	mirror wall 1/2 length	
7785	chair		7051	lamp	0873	table-end tall	
7786	chair		7052	chair	0874	chair-easy	
7787	table		7054	table	0875	chair-easy	
7788	wall art		7055	lamp	0876	lamp w/match dbl wall	
7789	bed, queen		7056	rack, luggage	0877	rack-luggage	
7790	table		7005	chair	7485	bed, double	
7791	bed, twin		7021	bed, twin	7486	bed, double	
7792	wall art		7022	bolster	7487	chair	
7793	rack luggage		7023	print, Buck	7488	desk	
7765	bed, twin		7024	print, Doe	7489	radio	
7766	table		7026	desk	7490	print, Crazy Asa	
7767	wall art		7027	lamp	7491	print, Brown Pelican	
7768	bed, twin		7028	bed, queen	7492	dresser	
7769	chair		7029	table, nightstand	7493	mirror	
7770	chair		7030	lamp	7494	chair, easy	
7771	table		7031	radio	7495	chair, easy	
7772	bed, queen		7032	table, nightstand	7496	table	
7773	desk		7033	lamp	7497	lamp	
7774	radio		7034	chair	7498	rack, luggage	
7775	bed, twin		7035	chair	2012	hb f	
7776	chair		7036	table	2013	b	
7777	wall art		7037	lamp	2014	hb f	
7778	rack, luggage		7038	rack, luggage	2015	bed	
7779	iron/board		7003	bed, twin	2017	ch d	
7750	bed, twin		7004	bolster	2018	clock w/radio	3ebqc37987
7751	desk		7006	desk	2019	tab rou	
7752	chair		7007	lamp	2020	ch e	
7753	radio		7008	table, nightstand	2021	ch e	
7754	wall art		7009	lamp	2022	lamp w/mat dbl	
7755	bed, twin		7010	radio	2023	dresser, chest 3	
7756	chair		7011	bed, queen	2024	mir	
7757	chair		7012	table, nightstand	2025	paint Crazy Asa 10/100	
7758	table		7013	lamp	2026	paint Br Pel 99/150	
7759	wall art		7014	chair	2027	rack l	
7760	bed, queen		7015	chair	003495	bed, double	
7761	table		7016	table	003496	bed, double	
7762	bed, twin		7017	lamps	003497	desk, writing	
7763	rack, luggage		7018	prints, Buck	003498	chair, desk	
7764	iron/board		7019	prints, Doe	003499	radio	wg0aa4835
7736	bed, twin		7020	rack, luggage	003500	dresser, chest 3	
7737	bed, queen		7025	chair	003501	mirror, wall 1/2 length	
7738	wall art		6267	bed, double	003502	chair, easy green	
7739	chair		6268	table, night	003503	chair, easy green	
7740	chair		6269	lamp	003504	table	
7741	table		6270	chair	003505	lame w/ dual wall scones	
7742	bed, twin		6271	table	003506	rack, luggage	
7743	desk		6272	lamp	003507	print, Crazy Asa 31/100	
7744	chair		6273	chair	003508	print, Brown Pelican 77/150	
7745	bed, twin		6274	bed, twin	3962	bed, double	
7746	radio		6275	bolster	3963	bed, double	
7747	wall art		6276	lamp	3964	headboard, double	
7748	rack, luggage		6277	chair	3965	headboard, double	
7749	iron/board		6278	desk	3966	desk writing	
4846	bed, twin		6279	print, doe, 26	3967	chair, desk	
4847	bed, twin		6280	print, buck, 23	3968	radio	16316925
4848	headboard, twin		6281	table, night	3969	dresser, chest 3	
4849	headboard, twin		6282	lamp	3970	mirror, wall 1/2 length	
4850	table, nightstand		6283	radio	3971	print Brown Pelican 97/150	
4851	lamp		6284	rack, luggage	3972	print Crazy Asa 29/100	
4852	lamp		8774	bed, queen	3973	chair, easy green upholstery	
4853	lamp		8775	bed, twin	3974	chair, easy green upholstery	
4854	clock		8776	table, nightstand	3975	table	
4855	desk		8786	bolster	3976	lamp w/2 wall	
4856	desk		8790	rack, luggage	3977	rack, luggage	
4857	chair, task		7253	chair	3978	bed, double	
4858	chair, task		7254	desk	3979	bed, double	
4859	chair, easy		7255	lamp	3980	headboard, double	
4860	dresser, bureau 6		7256	print, Doe	3981	headboard, double	
4861	mirror		7257	print, Buck	3982	desk, writing	
4862	safe	124	7258	bed, twin	3983	chair, desk	
4863	safe	115	7259	bolster	3984	radio	
4864	iron/board		7260	chair	3985	print Crazy Asa	94/150
4865	rack, luggage		7261	chair	3986	print Brown Pelican	28/100
2316	headboard, twin		7262	table	3987	chair, easy green upholstery	
2317	bed, twin		7263	lamp	3988	chair, easy green upholstery	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 12

2318	headboard, twin		7264	table, nightstand		3989	table
2319	bed, twin		7265	lamp		3990	dresser, chest 3
2320	table		7266	bed, queen		3991	mirror
2321	lamp		7267	table, nightstand		3992	rack, luggage
2322	clock w/radio	no	7268	lamp		3993	lamp w/2 wall
2323	desk, student		7269	radio		7527	bed, double
2324	chair, desk		7270	rack, luggage		7528	bed, double
2325	lamp		1100	table cof		7529	chair
2326	desk, student		1302	*R painting w/frame J Connor	436 7 003/436 7 024	7530	desk
2327	chair, desk		1118	table cofee		7531	radio
2328	lamp		1303	*R painting w/frame M Doggett	436 7 010/436 7 039	7532	print, Crazy Asa
2329	mirror, wall 1/2 length		0963	piano upright-Hamilton		7533	print, Brown Pelican
2330	dresser, bureau 6		0964	bench		7534	dresser
2331	chair w/arms red upholstery		0965	couch		7535	mirror
2332	safe, room DPR #101		1633	podium		7536	chair, easy
2333	safe, room DPR #122		0480	lamp-table ginger jar		7537	chair, easy
2334	rack, luggage		0529	table-round 4 top		7538	table
2335	iron & board		0530	chair-arm green upholstery		7539	lamp
2336	headboard, twin		0531	chair-arm green upholstery		7540	rack, luggage
2337	bed, twin		0532	chair-arm green upholstery		7541	bed, double
2338	headboard, twin		0533	chair-arm green upholstery		7542	bed, double
2339	bed, twin		0534	table-wood rectangle		7543	chair
2340	nightstand		0535	chair-arm leather		7544	desk
2341	lamp		0536	chair-arm leather		7545	radio
2342	clock w/radio	no	0538	chair-exec grey upholstery		7546	print, Crazy Asa
2343	desk, student		0539	chair-exec grey upholstery		7547	print, Brown Pelican
2344	lamp		0540	chair-exec grey upholstery		7548	dresser
2345	chair, desk		0541	chair-exec grey upholstery		7549	mirror
2346	desk, student		0542	chair-exec grey upholstery		7550	chair, easy
2347	chair, desk		0543	chair-exec grey upholstery		7551	chair, easy
2348	lamp		0544	chair-exec grey upholstery		7552	table
2349	chair w/arm red upholstery		0545	chair-exec grey upholstery		7553	lamp
2350	dresser, bureau 6		1316	*R pair P Allen	436 7 019/436 7 030	7554	rack, luggage
2351	mirror wall 1/2 length		7057	chair		7555	bed, double
2352	safe, room DPR #120		7058	desk		7556	bed, double
2353	safe, room DPR #123		7059	lamp		7557	chair
2354	rack, luggage		7060	bed, twin		7558	desk
2355	iron & board		7061	bolster		7559	print, Crazy Asa
4886	bed, twin		7062	chair		7560	print, Brown Pelican
4887	bed, twin		7063	chair		7561	radio
4888	headboard, twin		7064	table		7562	dresser
4889	headboard, twin		7065	lamp		7563	mirror
4890	table, nightstand		7066	bed, queen		7564	chair, easy
4891	lamp		7067	table, nightstand		7565	chair, easy
4892	lamp		7068	lamp		7566	table
4893	lamp		7069	table, nightstand		7567	lamp
4894	clock		7070	lamp		7568	rack, luggage
4895	desk		7071	radio		7569	bed, double
4896	desk		7072	print, Buck		7570	bed, double
4897	chair, task		7073	print, Doe		7571	chair
4898	chair, task		7074	rack, luggage		7572	desk
4899	chair, easy		7075	chair		7573	radio
4900	dresser, bureau 6		7076	desk		7574	print, Crazy Asa
4901	mirror		7077	lamp		7575	print, Brown Pelican
4902	safe	114	7078	bed, twin		7576	dresser
4903	safe	106	7079	print, Buck		7577	mirror
4904	rack, luggage		7080	print, Doe		7578	chair, easy
4866	bed, twin		7081	chair		7579	chair, easy
4867	bed, twin		7082	chair		7580	table
4868	headboard, twin		7083	table		7581	lamp
4869	headboard, twin		7085	bed, queen		7582	rack, luggage
4870	table, nightstand		7086	table, nightstand		7583	bed, double
4871	lamp		7087	lamp		7584	bed, double
4872	lamp		7088	table, night		7585	chair
4873	lamp		7089	lamp		7586	desk
4874	radio		7090	radio		7587	radio
4875	desk		7091	bolster		7588	print, Crazy Asa
4876	desk		7092	rack, luggage		7589	print, Brown Pelican
4877	chair, task		7111	chair		7590	dresser
4878	chair, task		7112	desk		7591	mirror
4879	chair, easy		7113	lamp		7592	chair, easy
4880	dresser, bureau 6		7114	bed		7593	chair, easy
4881	mirror		7115	bolster		7594	table
4882	safe	121	7116	chair		7595	lamp
4883	safe	107	7117	chair		7596	rack, luggage
4884	iron/board		7118	table		7611	bed, double
4885	rack, luggage		7119	lamp		7612	bed, double

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 13

4913	bed, twin		7120	bed, queen	7613	chair	
4925	bed, twin		7121	table, nightstand	7614	desk	
4926	headboard, twin		7122	lamp	7615	radio	
4927	headboard, twin		7123	print, Buck	7616	print, Crazy Asa	
4928	table, nightstand		7124	print, Doe	7617	print, Brown Pelican	
4929	lamp		7125	table, nightstand	7618	dresser	
4930	lamp		7126	lamp	7619	mirror	
4931	lamp		7127	radio	7620	chair, easy	
4933	desk		7128	rack, luggage	7621	chair, easy	
4934	desk		7129	chair	7622	table	
4935	chair, task		7130	desk	7623	lamp	
4936	chair, task		7131	lamp	7624	rack, luggage	
4937	chair, easy		7132	bed, twin	3994	bed, double	
4938	dresser, bureau 6		7134	chair	3995	bed, double	
4939	mirror		7135	table	3996	headboard, double	
4940	safe	123	7136	lamp	3997	headboard, double	
4941	safe	120	7137	bed, queen	3998	desk, writing	
4942	ironboard		7138	table, nightstand	3999	chair, desk	
4943	rack, luggage		7139	lamp	4000	radio	
7814	bed, twin		7140	print, Buck	4001	print Crazy Asa	90/150
7815	bed, twin		7141	print, Doe	4002	print Brown Pelican	21/100
7816	table, nightstand		7142	table, nightstand	4003	chair, easy green upholstery	
7817	lamp		7143	lamp	4004	chair, easy green upholstery	
7818	radio		7144	radio	4005	table	
7819	chair		7145	rack, luggage	4006	dresser, chest 3	
7820	desk		7225	chair	4007	mirror	
7821	lamp		7094	desk	4008	rack, luggage	
7822	lamp		7104	chair	4009	lamp w/2 wall	
7823	desk		7146	chair	4010	bed, double	
7824	chair, task		7148	lamp	4011	bed, double	
7825	chair, task		7149	bed, twin	4012	headboard, double	
7826	dresser, bureau 6		7150	bolster	4013	headboard, double	
7827	mirror		7151	chair	4014	desk, writing	
7829	rack, luggage		7153	table	4015	chair, desk	
7830	safe	118	7154	lamp	4016	radio	
7831	safe	108	7155	bed, queen	4017	print Crazy Asa	81/150
7832	ironboard		7156	table, nightstand	4018	print Brown Pelican	19/100
1925	hbt		7157	lamp	4019	chair, easy green upholstery	
1926	bed, twin		7158	print, Buck	4020	chair, easy green upholstery	
1927	headboard, twin		7159	print, Doe	4021	table	
1928	bed, twin		7160	table, nightstand	4022	dresser, chest 3	
1929	table, nightstand		7161	lamp	4023	mirror	
1930	lamp		7162	radio	4024	rack, luggage	
1931	clock w/radio	no	7163	rack, luggage	4025	lamp w/2 wall	
1932	desk, writing		7093	chair	4026	bed, double	
1933	chair, task		7095	lamp	4027	bed, double	
1934	lamp		7096	print, Buck	4028	headboard, double	
1935	desk, writing		7097	print, Doe	4029	headboard, double	
1936	chair, task		7098	bed, queen	4030	desk, writing	
1937	lamp		7099	table, nightstand	4031	chair, desk	
1938	mirror		7100	lamp	4032	radio	
1939	dresser, bureau 6		7101	radio	4033	print Brown Pelican	25/100
1940	chair		7102	table, nightstand	4034	print Crazy Asa	83/150
1941	rack, luggage		7103	lamp	4035	chair, green easy	
1942	ironboard		7105	chair	4036	chair, green easy	
1943	safe	dpr 148	7106	table	4037	table	
1944	safe	dpr 117	7107	lamp	4038	lamp w/2 wall	
5702	bed, twin		7108	bed, twin	4039	dresser, chest 3	
5703	bed, twin		7109	bolster	4040	mirror wall 1/2 length	
5704	table		7110	rack, luggage	4041	rack, luggage	
5705	lamp		7147	desk	7597	bed, double	
5706	radio		7152	chair	7598	bed, double	
5707	desk		7235	chair	7599	chair	
5708	desk		7236	desk	7600	desk	
5709	chair, task		7237	lamp	7601	radio	
5710	chair, task		7238	bed, twin	7602	print, Crazy Asa	
5711	lamp		7239	bolster	7603	print, Brown Pelican	
5712	lamp		7240	chair	7604	chair, easy	
5713	dresser, bureau, 6		7241	chair	7605	chair, easy	
5714	chair		7242	table	7606	table	
5715	mirror		7243	lamp	7607	lamp	
5716	safe	111	7244	bed, queen	7608	dresser	
5717	safe	110	7245	table, nightstand	7609	mirror	
5718	rack, luggage		7246	lamp	7610	rack, luggage	
5719	iron		7247	print, Buck	7368	dresser	
5720	bed, twin		7248	print, Doe	7369	mirror	
5721	bed, twin		7249	table, nightstand	7370	desk	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 14

5722	table		7250	lamp		7371	desk	
5723	lamp		7251	radio		7372	chair, task	
5724	radio		7252	rack, luggage		7381	chair, task	
5725	desk		7133	chair		7382	lamp	
5726	lamp		7217	chair		7383	lamp	
5727	chair, task		7218	desk		7384	lamp	
5728	desk		7219	lamp		7385	radio	
5729	chair, task		7220	bed, twin		7386	table, nightstand	
5730	lamp		7221	bolster		7387	bed, twin	
5731	chair		7222	print, Buck		7388	bed, twin	
5732	dresser, bureau, 6		7223	print, Doe		7389	rack, luggage	
5733	mirror		7224	chair		7390	iron/board	
5734	safe	116	7226	table		7391	safe	132
5735	safe	104	7227	lamp		7392	safe	140
5736	rack, luggage		7228	bed, queen		7393	chair	
5737	iron		7229	table, nightstand		7394	dresser	
2301	table, square cube		7230	lamp		7395	mirror	
2302	lamp		7231	table, nightstand		7396	desk	
2303	chair w/arms green upholstery		7232	lamp		7397	desk	
2304	chair w/arms green upholstery		7233	radio		7398	chair	
2305	chair w/arms green upholstery		7234	rack, luggage		7399	chair	
2306	table, square cube		7181	chair		7400	lamp	
2307	lamp		7182	desk		7401	lamp	
2308	chair w/arm green upholstery		7183	lamp		7402	lamp	
2309	chair w/arm green upholstery		7184	bed, twin		7403	radio	
2310	table		7185	bolster		7404	table, nightstand	
2311	painting by Claussen		7186	print, Buck		7405	bed, twin	
2312	couch		7187	print, Doe		7406	bed, twin	
2313	couch		7188	chair		7407	rack, luggage	
2314	table		7189	chair		7408	iron/board	
2315	lamp		7190	table		7409	safe	137
4475	desk, writing		7191	lamp		7410	safe	136
4476	chair		7192	bed, queen		7412	dresser, bureau 6	
4477	lamp		7193	table, nightstand		7413	mirror	
4479	table, end		7194	lamp		7414	bed, twin	
4480	lamp		7195	table, nightstand		7415	bed, twin	
4481	couch		7196	lamp		7416	table, nightstand	
4482	love seat		7197	radio		7417	radio	
4483	table, coffee		7198	rack, luggage		7418	lamp	
4484	love seat		7164	chair		7419	lamp	
4485	table, end		7165	desk		7420	lamp	
4486	lamp		7166	lamp		7421	desk	
4487	TV		7167	bed, twin		7422	desk	
4488	entertainment center		7168	chair		7423	chair, task	
4490	wall art - mantel		7169	chair		7424	chair, task	
4491	table		7170	table		7425	rack, luggage	
4492	lamp		7171	lamp		7426	iron/board	
4493	chair		7172	bed, queen		7427	safe	131
4494	table, dining		7173	table, nightstand		7428	safe	105
4495	chair, dining		7174	lamp		2241	headboard, twin	
4497	chair, dining		7175	print, Buck		2242	bed, twin	
4498	chair, dining		7176	print, Doe		2243	headboard, twin	
4499	chair, dining		7177	table, nightstand		2244	bed, twin	
4500	chair, dining		7178	lamp		2245	nightstand	
4501	stool, breakfast bar		7179	radio		2246	lamp	
4502	stool, breakfast bar		7180	rack, luggage		2247	clock w/radio	no
4503	refrigerator, sub zero		8792	bed, queen		2248	desk, student	
4504	bed, twin		8793	bed, twin		2249	chair, desk	
4505	bed, twin		8794	table, nightstand		2250	lamp	
4506	table, nightstand		8795	table, nightstand		2251	desk, student	
4507	table, nightstand		8804	bolster		2252	chair, desk	
4508	lamp		8808	rack, luggage		2253	lamp	
4509	lamp		7199	chair		2254	chair w/arms green upholstery	
4510	chair		7200	desk		2255	mirror, wall 1/2 length	
4511	print Doe	2/100	7201	lamp		2256	dresser, bureau 6	
4775	print Buck	2/100	7202	bed, twin		2257	safe, room DPR #133	
4776	print Artichoke		7203	bolster		2258	safe, room DPR #125	
4777	rack, luggage		7204	print, Buck		2259	rack, luggage	
4778	bed, twin		7205	print, Doe		2260	iron & board	
4779	bed, twin		7206	chair		2261	headboard, twin	
4780	lamp		7207	chair		2262	bed, twin	
4781	table, nightstand		7208	table		2263	headboard, twin	
4782	radio		7209	lamp		2264	bed, twin	
4783	chair		7210	bed, queen		2265	table	
4784	rack, luggage		7211	table, nightstand		2266	lamp	
4785	painting Vase w/ flowers		7212	lamp		2267	clock w/radio	16316925
4786	sofa bed		7213	table, nightstand		2268	desk, student	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 15

4787	chair	7214	lamp		2269	chair, desk
4788	table w/lamp	7215	radio		2270	lamp
4789	table	7216	rack, luggage		2271	desk, student
4790	lamp	1072	table coffee		2272	lamp
4791	rack, luggage	1300	*R painting w/iframe R Connors	436 7 007/436 7 042	2273	chair, desk
4792	rack, luggage	1088	table coffee		2274	chair w/arms red upholstery
4793	CHAIR	1301	*R painting w/iframe S Beebe	435 7 004/436 7 025	2275	dresser, bureau
4795	bed, double	2394	piano Wurflitzer		2276	mirror wall 1/2 length
4796	dresser, bureau 5	2395	bench, piano		2277	safe, room DPR #139
4797	lamp	0001	desk		2278	safe, room DPR #138
4798	table, nightstand	0002	DESK		2279	rack, luggage
4799	lamp	0073	table		2280	iron & board
4800	radio	0074	printer 1		9083	bed, twin
4801	chair	0075	fax/copier	u565b0m1j856980	9084	bed, twin
4802	chair	0076	extend		9085	table, nightstand
4803	table	0077	file cab 2		9086	radio
4804	radio	0078	file cab 4		9087	chair
4805	print, Wine Festival 1986	0079	file cab 2		9088	chair
1306	*R painting w/iframe R Lopez	436 7 021/436 7 022	0080	book shelf	9089	chair
1307	*R painting w/iframe L McHarry	436 7 002/436 7 023	0081	extend	9090	dresser
1308	*R piano Schulman		0083	chair 1	9091	mirror
5932	bed, double	0084	file cab 6		9092	desk
5933	radio	0085	cabinet		9093	desk
5934	desk	0086	file cab 7		9094	lamp
5935	lamp	0087	file cab 2		9095	lamp
5936	chair	0090	desk		9096	lamp
5937	table	0091	extend		9097	rack, luggage
5938	chair	0092	computer 1	mlx50808x4	9098	iron/board
5939	lamp	0093	computer	6x26-kr9z-708d	9099	safe
5943	rack, luggage	0094	safe	784282	9100	safe
5944	iron	0108	docking port	tw06040445	4806	bed, twin
6432	bed, murphy	0109	printer laser	ushc030231	4807	bed, twin
6433	art	0223	table printer stand		4808	headboard, twin
6434	art	0251	phone desk	98sp43368895	4809	headboard, twin
6435	art	0252	phone desk	98sp37375309	4810	table, nightstand
6436	art	0253	phone desk	98sp43368858	4811	lamp
5971	bed, double	1365	file cabinet std 2		4812	lamp
5972	radio	1366	desk		4813	lamp
5973	desk	1368	computer laptop	nl4390707	4814	radio
5974	chair	0097	desk		4815	desk
5975	lamp	0099	chair 2		4816	desk
5976	table	0100	chair 2		4817	chair, task
5977	chair	0101	chair 2		4818	chair, task
5978	lamp	0102	chair 2		4819	chair, easy
5982	rack, luggage	0103	computer 1	u307kn9zb713	4820	dresser, bureau 6
5983	iron	0104	book case		4821	mirror
6447	bed, murphy	0105	file cab 7		4822	safe
6448	art	0106	file cab 7		4823	safe
6449	art	0107	book case		4824	iron
6450	art	0111	computer desktop	us1380584	4825	rack, luggage
6451	art	0112	desk		4826	bed, twin
5945	bed, double	0113	extension		4827	bed, twin
5946	radio	0114	printer laser	usfc053574	4828	headboard, twin
5947	desk	0115	file cab lat 4		4829	headboard, twin
5948	chair	0118	chair desk		4830	table, nightstand
5949	lamp	0132	desk ops mgr		4831	lamp
5950	table	0133	chair desk		4832	lamp
5951	chair	0134	chair reception		4833	lamp
5952	lamp	0135	book case		4834	radio
5956	rack, luggage	0136	file cab std 3		4835	desk
5957	iron	0137	computer desktop	u307kn9zb744	4836	desk
6437	bed, murphy	0256	phone desk	00sp30492661	4837	chair, task
6438	art	0257	phone desk	98sp43368863	4838	chair, task
6439	art	0261	phone desk	98sp43368837	4839	chair, easy
6440	art	0095	ice machine		4840	dresser, bureau 6
6441	art	0096	copier 1	31713793	4841	mirror wall
5958	bed, double	0116	desk mgr		4842	safe
5959	radio	0117	extension		4843	safe
5960	desk	0120	DOCK PORT	cnu424x7ql	4844	iron/board
5961	chair	0121	computer laptop	cnu412098h	4845	rack, luggage
5962	lamp	0122	book case		2281	headboard, twin
5963	table	0123	book case		2282	bed, twin
5964	chair	0125	desk supers		2283	headboard, twin
5965	lamp	0127	file cab lat 2		2284	bed, twin
5969	rack, luggage	0128	desk reservations		2285	lamp
5970	iron	0130	file cab lat 2		2286	table
6442	bed, murphy	0138	file cab lat 4 w/str		2287	clock w/radio
						no

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 16

6443	art	0139	desk pbx		2288	desk, student	
6444	art	0140	phone pbx attend console		2289	chair, desk	
6445	art	0141	pbx ext selector	00dr04603943	2290	lamp	
6446	art	0142	computer desktop pbx	us81804655	2291	lamp	
5984	bed, double	0144	printer laser	usef125120	2292	chair, desk	
5985	radio	0145	intercom backdoor	9406135	2293	lamp	
5986	desk	0150	card pgmr	411015	2294	mirror, wall 1/2 length	
5987	lamp	0151	card pgmr	411013	2295	chair w/arm red upholstery	
5988	table	0152	printer laser		2296	dresser, bureau 6	
5989	chair	0154	stool		2297	safe, room DPR #134	
5990	lamp	0155	stool		2298	safe, room DPR #154	
5995	rack, luggage	0156	computer alarm	28pma29812	2299	rack, luggage	
5996	iron	0157	computer card pgmr	452c361	2300	iron & board	
6452	bed, murphy	0158	card pgmr	451846	5680	desk	
6453	art	0159	Radionics 6500	ka1001	5685	bed, twin	
6454	art	0160	lock pgmr	0411c141	5686	bed, twin	
6455	art	0161	lock pgmr	5060204	5687	table	
6456	art	0162	printer dot matrix	901b009632	5688	lamp	
5997	bed, double	0163	printer inkjet	cn3be39127	5689	radio	
5998	radio	0164	bed shaker	101349	5690	desk	
5999	desk	0166	bed shaker	101350	5691	lamp	
6000	chair	0167	radio base	t1926c	5693	chair, task	
6001	lamp	0168	radio FAA	0180734890	5694	chair, task	
6002	table	0169	laminator		5695	chair	
6003	chair	0222	desk computer		5696	dresser, bureau, 6	
6004	lamp	0258	phone desk	98sp43368843	5697	mirror	
6008	rack, luggage	0259	phone desk	98sp4336841	5698	safe	102
6009	iron	0260	phone desk	96sp28373982	5699	safe	103
6457	bed, murphy	0263	desk workstation		5700	rack, luggage	
6458	art	0264	desk workstation		5701	iron	
6459	art	0465	air purifier	005806	2200	chair w/ arms green upholstery	
6460	art	0786	*R poolstick hldr Brunswick	436 1 270	2230	table, square cube	
6461	art	1199	comp d	us81803722	2231	chair w/arms green upholstery	
1891	b mur	1428	computer desktop	us92622259	2232	chair w/arms green upholstery	
1892	b f	3550	computerm desktop	us030701121	2233	chair w/arms green upholstery	
1893	clock w/radio	9101	Audio Tour Unit		2234	table square cube	
1894	desk, writing	9102	Audio Tour Unit		2235	lamp	
1895	ch d	9103	Audio Tour Unit		2236	couch	
1896	ch	9104	Audio Tour Unit		2237	couch	
1897	tab rou	9105	Audio Tour Unit		2238	table	
1899	ch out	9106	Audio Tour Unit		2239	lamp	
1900	tab out	9107	Audio Tour Unit		2240	table sm square coffee	
1901	lam tab	9108	Audio Tour Unit		1721	*R photo Ent to Asilo	436 1 495
1902	lam flr	9109	Audio Tour Unit		5224	bed, double	
1903	rack l	9110	Audio Tour Unit		5225	bed, twin	
1904	iron n board	9111	Computer Desktop	MXL60700GB	5226	desk	
1945	print Paradise 169/250	9112	Computer Desktop	MXL607003t	5227	chair	
1946	print Providence 150/250	9113	Computer Desktop	MXL607005q	5228	chair	
1947	print Duck	9114	Computer Desktop	MXL60700b1	5229	radio	
1948	paint Elm	9115	PA	06480071	5230	rack, luggage	
8473	bed, murphy	0170	*R chair Captain	436 1 017	5231	wall art	
8474	bed, double	0171	*R chair Captain	436 1 018	5232	table	
8475	radio	0172	*R chair Captain	436 1 019	5233	table	
8476	chair	0173	*R chair Captain	436 1 020	5237	bolster	
8477	desk	0174	*R chair Captain	436 1 021	5239	stool, vanity	
8478	lamp	0175	*R chair Captain	436 1 022	6211	bed, double	
8479	table	0176	*R chair Captain	436 1 023	6212	bed, double	
8480	chair	0177	*R chair Captain	436 1 024	6213	table, night	
8481	lamp, floor	0178	*R chair Captain	436 1 025	6214	radio	
8482	wall art	0179	*R chair Captain	436 1 026	6215	chair	
8483	wall art	0180	table end		6216	print	
8484	wall art	0181	table end		6217	chair	
8485	wall art	0182	table end		6218	desk	
8489	rack, luggage	0183	table end		6222	rack, luggage	
8490	iron/board	0184	table coffee		6223	stool, vanity	
8491	bed, murphy	0185	firewood holder		6264	print	
8492	bed, double	0186	*R piano grand Sohmer Co	436 1 027	6224	bed	
8493	radio	0187	bench organ		6225	bed	
8494	desk	0188	*R pool table Brunswick	436 1 271	6226	table, night	
8495	lamp	0189	*R pool table	436 1 272	6227	radio	
8496	chair	0190	ping pong table		6228	chair	
8497	table	0191	desk registration		6229	print	
8498	lamp, floor	0192	desk registration		6230	chair	
8499	chair	0193	chair reg desk		6231	desk	
8503	wall art	0194	chair reg desk		6236	stool, vanity	
8504	wall art	0195	chair reg desk		6832	chair	
8505	wall art	0196	chair reg desk		6833	chair	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 17

8506	wall art	0197	chair reg desk		6834	desk
8507	rack, luggage	0198	chair reg desk		6835	bed, double
8508	iron/board	0199	table writing		6836	bed, twin
8509	bed, murphy	0200	table writing		6838	table, night
8510	bed, double	0201	table writing		6839	radio
8512	desk	0202	table writing		6840	table
8513	chair	0203	table writing		6844	print
8514	lamp	0204	*R chair Chapel		6845	rack, luggage
8515	wall art	0205	*R chair Chapel		6819	chair
8516	table	0206	*R chair Chapel		6820	chair
8517	chair	0207	*R chair Chapel		6821	table
8518	lamp, floor	0208	*R chair Chapel		6822	bed
8519	wall art	0209	*R chair Chapel		6823	bed
8520	wall art	0210	*R chair Chapel		6824	table, night
8521	wall art	0211	*R chair Chapel		6825	radio
8525	rack, luggage	0212	*R chair Chapel		6826	print
8526	iron/board	0213	*R chair Chapel		6830	rack, luggage
8527	bed, murphy	0214	table sm wood classroom		6831	stool, vanity
8528	bed, double	0215	mailboxes		5240	bed, double
8529	radio	0216	bookcase		5241	bed, double
8530	desk	0217	table sm sq end		5242	desk
8531	chair	0218	table sm sq end		5243	chair
8532	lamp	0219	*R chair Chapel		5244	chair
8533	wall art	0224	chair desk		5245	radio
8534	wall art	0225	chair desk		5246	rack, luggage
8535	table	0226	chair desk		5247	wall art
8536	lamp, floor	0230	*R chair Chapel		5248	table
8537	chair	0231	*R chair Chapel		5254	stool, vanity
8538	wall art	0232	*R chair Chapel		8033	bed, double
8539	wall art	0233	*R chair Chapel		8034	bed, double
8543	rack, luggage	0234	*R chair Chapel		8035	table, nightstand
8544	iron/board	0235	*R chair Chapel		8036	radio
8545	bed, murphy	0236	*R chair Chapel		8037	wall art
8546	bed, double	0237	*R chair Chapel		8038	chair
8547	radio	0238	*R chair Chapel		8039	chair
8548	lamp	0239	*R chair Chapel		8040	desk
8549	desk	0240	*R chair Chapel		8044	rack, luggage
8550	chair	0241	*R chair Chapel		8045	stool, vanity
8551	wall art	0242	table sm wood classroom		6252	bed, double
8552	table	0243	table sm wood classroom		6253	bed, double
8553	lamp, floor	0244	table sm wood classroom		6254	table, night
8554	chair	0245	table writing		6255	radio
8555	wall art	0246	lamp table		6257	chair
8556	wall art	0247	lamp table		6258	chair
8557	wall art	0248	lamp desk		6259	desk
8561	rack, luggage	0249	lamp table		6260	table
8562	iron/board	0250	chair desk		6265	rack, luggage
2356	chair, green overstuffed	0788	rug D Goines White Rose	436 1 232	6266	stool, vanity
2357	lamp & table unit	0266	table		7664	bed, double
2358	chair, green overstuffed	0268	table		7665	bed, double
2359	hassack (foot stool)	0269	ice cream freezer	98181959	7666	table, nightstand
2360	hassack (foot stool)	0270	computer desktop	6x31-kn9z-g0zw	7667	radio
2361	hassack (foot stool)	0271	computer desktop	usc32405mr	7668	print
2362	hassack (foot stool)	0272	phone display	98sp35375355	7669	chair
2363	chair, green overstuffed	0273	computer desktop	mxi45100rz	7670	chair
2364	chair, green overstuffed	0274	server	80b6lh7239	7671	desk
2365	lamp & table unit	0275	computer desktop	cn-0f54387082156741m4	7675	rack, luggage
5056	rack, coat	0276	computer desktop	us14320204	7676	stool, vanity
5057	lamp	0277	server	d237f1v1d070	6847	bed, double
5058	phone	0278	server	d130f1v1d057	6848	bed, double
5059	desk	0279	server	us83800402	6849	table, night
5060	chair	0280	computer desktop	mxi51803ck	6850	radio
5061	table	0281	computer desktop	u307kn9zb757	6851	print
5062	chair	0282	computer desktop	us14322560	6852	chair
5063	chair	0283	phone	98sp3735498	6853	chair
5064	lamp, floor	0284	server voicemail	1900218444	6854	desk
5065	table, coffee	0285	phone switch	b0214c0736	6858	rack, luggage
5066	table, end	0286	phone exprsn cab b	99dr0592052	6859	stool, vanity
5067	table, end	0287	phone exprsn cab a	98dr0694689	8137	bed, double
5068	table, end	0288	fiber optic patch panel		8138	bed, double
5069	chair, easy	0289	patch panel		8139	table, nightstand
5070	chair, easy	0290	510t switch		8140	radio
5071	couch	0291	10/100 stackable hub		8141	wall art
5072	armoire	0292	10/100 stackable hub w/fiber module		8142	chair
5073	credenza	0293	cisco 2600		8143	chair
5074	clock, grandmother	0294	ethernet extndr	0304290649	8144	desk
5075	rack, luggage	0295	ethernet extndr	0304240372	8148	rack, luggage

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 18

5076	ironboard		0296	ethernet extndr	0304290650	8149	stool, vanity
5077	coffee pot		0297	ethernet extndr	0304209646	8124	bed, double
5078	bed, twin		0298	router cable/dsl 4 port	c2150e228760	8125	bed, double
5079	bed, twin		0299	cisco 1600	aon 05033940	8126	table, nightstand
5080	table, nightstand		0300	modem megabit 1	214218825	8127	radio
5081	table, nightstand		0301	modem megabit 2	214228601	8128	radio
5082	dresser, chest 3		0302	modem megabit 3	217861817	8129	chair
5083	chair		0303	modem megabit 4	218734120	8130	chair
5084	lamp		0304	modem megabit 5	218734129	8131	desk
5085	lamp		0305	airconditioner sanyo	0009702	8135	rack, luggage
5087	radio		0306	airconditioner whirlpool	qf 2410098	8136	stool, vanity
5088	bed, twin		0307	cabinet steel		8111	bed, double
5089	bed, twin		0308	router cable/dsl 4 port	c2130ca45029	8112	bed, double
5090	table, nightstand		0309	router broadband	cdf80e3n1458	8113	table, nightstand
5091	table, nightstand		1367	chair desk		8114	radio
5092	table w/built in lamp		1740	dresser, chest 3		8115	wall art
5093	Lamp		1741	CHAI WICER		8117	chair
5095	DRESSER 3 DRAWER		1742	b f		8118	desk
5096	CHAIR		1743	ch wick		8122	rack, luggage
5097	rack, luggage		1744	desk, writing		8123	stool, vanity
5098	coffee maker		1745	la		6237	bed, double
1877	piano Sohmer		1746	rack l		6238	bed, twin
0149	computer desktop	us8180386	1747	clock w/ radio	no	6239	table, night
0227	chair desk		7271	chair		6240	radio
0706	*R table w/ 2 drawers	436 1 038	7272	chair		6242	print
1320	dryer Kenmore	no s/n tag	7273	desk		6243	table
1321	washer Kenmore	no s/n tag	7274	lamp		6244	chair
1322	jointer 6 in	no s/n tag	7276	bed, double		6245	chair
1323	saw radial arm Super 900	cm4136	7277	table		6246	desk
1324	saw miter Mikita	1725891	7278	radio		6250	rack, luggage
1325	saw table Rockwell	kx3423	7279	dresser		6251	stool, vanity
1326	sander vertical Rockway	no s/n tag	7280	mirror		8046	bed, double
1327	dust collector Delta	sf 9937	7281	rack, luggage		8047	bed, double
1328	saw band Rockwell	dn264	7677	bed, double		8048	table, nightstand
1329	saw miter box	no s/n tag	7678	table		8049	radio
1330	saw circular Milwaukee	49126e	7679	table		8050	wall art
1331	table		7680	radio		8051	chair
1332	jig letter router	no s/n tag	7681	chair		8052	chair
1333	router Porter	884981 a9970	7682	chair		8053	desk
1334	jigsaw Bosch	r182008667	7683	desk		8057	rack, luggage
1335	drill press Craftsman	no	7684	lamp		8058	stool, vanity
1336	welder mig Lincoln	u1980305320	7685	dresser		8059	bed, double
1337	welder arc Miller	no	7686	mirror		8060	bed, double
1338	grinder bench	no	7687	rack, luggage		8061	table, nightstand
1339	saw tile	380270	7282	table		8062	radio
1340	battery charger forklift	mpi028745	7283	bed, queen		8063	wall art
1341	grinder angle hand Milwaukee	no	7284	chair		8064	chair
1343	chair break room		7285	dresser		8065	chair
1344	chair break room		7286	mirror		8066	desk
1345	chair break room		7287	rack, luggage		8070	rack, luggage
1346	chair break room		7288	radio		8071	stool, vanity
1347	chair break room		5343	bed, twin		8072	bed, double
1348	chair break room		5344	bed, twin		8073	bed, double
1349	chair break room		5345	bed, twin		8074	table, nightstand
1350	chair break room		5346	desk		8075	radio
1351	chair break room		5347	chair		8076	wall art
1352	table break room		5348	radio		8077	chair
1353	microwave Toshiba	no	5349	chair, easy		8078	chair
1354	refrigerator	no	5350	lamp, w/2		8079	desk
1355	copier Minolta	319377	5351	dresser, chest		8083	stool, vanity
1356	microwave Sanyo	no	5352	mirror		8084	rack, luggage
1357	time clock	no	5353	rack, luggage		8085	bed, double
1358	shredder DataTech	9433001	7275	table		8086	bed, double
1359	coffee maker Bunn	cwtf243230	7298	chair		8087	table, nightstand
1360	locker bank 3		7299	desk		8088	radio
1361	locker bank 4		7300	lamp		8089	wall art
1362	locker bank 3		7301	dresser		8090	chair
1363	locker bank 3		7302	mirror		8091	chair
1364	mirror wall 1/2 dresser		7303	table		8092	desk
1370	computer desktop	us03806403	7304	radio		8093	rack, luggage
1371	phone no display	98sp32394325	7305	bed		8094	stool, vanity
1372	computer desktop	us03701636	7306	rack, luggage		8098	bed, double
1373	phone no display	98sp37372632	7307	chair		8099	bed, double
1374	printer laser	usch084162	4085	bed, twin		8100	table, nightstand
1375	desk		4086	bed, twin		8101	radio
1376	desk		4087	desk		8102	wall art
1377	chair desk		4088	chair, desk		8103	chair

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 19

1378	ch desk		4089	radio		8104	chair
1379	file cabinet std 2		4090	chair, wicker easy		8105	desk
1380	print w/frame Doe 3/100		4091	dresser, chest 3		8106	rack, luggage
1381	*R blue print w/frm 1932		4092	mirror wall 1/2 length		8107	stool, vanity
1382	racks gorilla		4093	rack, luggage		8810	bed, queen
1383	Dremel tool	no	4076	bed, twin		8811	bed, twin
1384	tracer wire		4077	bed, twin		8812	table, nightstand
1385	router laminate trimmer	360048 a 8904	4078	desk		8813	table, nightstand
1386	thermometer infrared	no	4079	chair, desk		8814	radio
1387	tester capacitor	no	4080	radio		8815	wall art
1388	meter sound	no	4081	chair, wicker easy		8816	wall art
1389	meter amp	no	4082	dresser, chest 3		8817	table
1390	meter multi	no	4083	mirror, wall 1/2 length		8818	chair
1391	meter multi	no	4084	rack, luggage		8819	chair
1392	meter light	no	7289	rack, luggage		8820	chair
1393	meter multi	no	7290	bed, queen		8821	desk
1394	C A T cable detector	ce324515	7291	dresser		8822	bolster
1395	tester load battery	no	7292	mirror		8823	lamp
1396	sander palm	895245a3080	7293	chair		8824	lamp
1397	thermometer hi temp	no	7294	desk		8825	lamp
1398	meter sound	4 38240 892	7295	radio		8826	rack, luggage
1399	solder Weller	no	7296	lamp		8827	iron/board
1400	thermometer hi temp	no	7297	chair		8828	bed, queen
1401	thermometer hi temp	no	4095	DRESSER		8829	bed, twin
1402	meter micro amp	no	4096	MIRROR		8830	table, nightstand
1403	drill Makita	no	4098	DESK		8831	table, nightstand
1404	saw circular	no	4099	CHAIR		8832	radio
1405	sander finishing	092964	4100	LAMP		8833	wall art
1406	sander belt	027076 a9915	4102	CHAIR		8834	wall art
1407	saw	25394	0909	bench-piano		8835	table
1408	grinder	no	1626	*R piano Russell	436 1 187	8836	chair
1409	hammerdrill	no	1627	*R couch leather	436 1 184	8837	chair
1410	drill		1628	*R couch lea	436 1 242	8838	chair
1411	sander	212323a6915	1629	*R tab cof rou	436 1 185	8839	desk
1412	staple gun	no	1631	*R tab sq	436 1 241	8840	bolster
1413	grinder	no	1632	*R tab rect	436 1 186	8841	lamp
1414	drill Milwaukee	no	1732	ch gm ovrstuf		8842	lamp
1415	sander belt 3"	360	1733	ch gm ovrstuf		8843	lamp
1416	drill spade handle	no	1734	ch gm ovrstuf		8844	rack, luggage
1417	screw driver drywall	no	1735	ch gm ovrstuf		8846	bed, queen
1418	snake drain	no	1736	lamp floor		8847	bed, twin
1419	vaccum shop	no	1737	lamp fl		8848	table, nightstand
1420	router plunge	6663116	1739	*R ch Chap		8849	table, nightstand
1421	sawzall	no	1607	*R fire extinguisher	436 1 133	8850	radio
1422	sawzall	no	1608	*R fire extinguisher	436 1 134	8851	wall art
1423	drill right angle	629d398040776	1609	*R fire extinguisher	436 0 135	8852	wall art
1424	locker steel		1610	*R fire extinguisher	436 1 136	8854	chair
1425	phone no dislay	98sr50391887	1611	*R fire extinguisher	436 1 137	8855	chair
1426	desk		1612	*R fire extinguisher	436 1 138	8857	desk
1427	chair desk		1613	*R fire extinguisher	436 1 139	8858	bolster
1429	bookcase		1319	* R piano Armstrong B	435 1 144	8859	lamp
1430	bookshelf		1635	stalls (5) ladies restroom		8860	lamp
1431	file cabinet std 4		1636	stalls (3) mens restroom		8861	lamp
1432	file cabinet std 4		1657	lamp on top of stone pillar front gate		8862	rack, luggage
1433	racks warehouse		1658	bench concrete w/Y" (YWCA) on pedestal base		8867	bed, queen
1434	rack warehouse		1659	bench concrete w/Y" (YWCA) on pedestal base		8868	bed, twin
1435	rack warehouse		1309	*R painting w/frame J McCanne	436 7 008/436 7 040	8869	table, nightstand
1436	rack warehouse		1310	*R painting w/frame S Hansen	436 7 012/436 7 037	8870	table, nightstand
1437	rack warehouse 3 pc unit		1311	*R piano Steinway	436 1 259	8871	radio
1438	rack warehouse		3832	chair wicker w/arm		8872	wall art
1439	rack warehouse		3870	dresser, chest 3		8873	wall art
1440	rack warehouse		5142	bed, twin		8874	table
1441	rack warehouse		5143	bed, twin		8875	chair
1442	rack warehouse		5144	desk		8876	chair
1443	rack warehouse		5146	lamp w/1 wall		8877	chair
1444	rack warehouse		5147	radio		8878	desk
1445	rack warehouse		5149	mirror		8879	bolster
1446	rack warehouse		5150	rack, luggage		8880	lamp
1447	rack warehouse		5151	print, Calendar January		8881	lamp
1448	rack warehouse		5152	print, Calendar June		8882	lamp
1449	rack warehouse		5153	bed, twin		8883	rack, luggage
1450	rack warehouse		5154	bed, twin		8884	iron/board
1451	rack warehouse		5155	desk		8885	bed, queen
1452	rack warehouse		5156	chair		8886	bed, twin
1453	rack warehouse		5157	lamp w/2 wall		8887	table, nightstand
1454	rack warehouse		5158	radio		8888	table, nightstand
1455	rack warehouse		5159	dresser, chest 3		8889	radio

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 20

1456	rack warehouse		5160	mirror		8890	wall art
1457	rack warehouse		5161	rack, luggage		8891	wall art
1458	rack warehouse		5162	print, Calendar September		8892	table
1459	rack warehouse		5163	print, Calendar December		8893	table
1460	rack warehouse		3816	bed, twin		8894	table
1461	rack warehouse		3817	bed, twin		8895	table
1462	rack warehouse		3818	table, night stand		8896	desk
1463	rack warehouse		3819	desk, writing		8897	bolster
1464	rack warehouse		3820	chair, wicker w/arm		8898	lamp
1466	rack warehouse		3821	lamp w/dual wall		8899	lamp
1467	rack warehouse		3822	radio	no s/n	8900	lamp
1468	rack warehouse		3823	dresser, chest 3		8901	rack, luggage
1469	rack warehouse		3824	mirror, wall 1/2 length		8902	iron/board
1470	rack warehouse		3825	rack, luggage		8903	bed, queen
1471	rack warehouse		3826	print, Calendar April		8904	bed, twin
1472	rack warehouse		3827	print, Calendar February		8905	table, nightstand
1473	rack warehouse		3828	chair, wicker w/ arm		8906	table, nightstand
1474	rack warehouse		0943	bed-twin		8907	radio
1475	rack warehouse		0944	bed-twin		8908	wall art
1476	cabinet steel flammable		0945	table-end		8909	wall art
1477	cabinet steel flammable		0946	desk writing		8910	table
1478	cabinet steel flammable		0948	chair		8911	chair
1479	charger cabr battery	5022525	0949	dresser-chest 3		8912	chair
1480	compacto cardboard		0950	lamp w/match dbl wall mount		8913	chair
1481	cabinet steel Stata Parks		0951	rack luggage		8914	desk
1482	jack hammer		0952	mirror wall 1/2 length		8915	bolster
1483	pressure washer		0961	clock w/radio	e122502	8916	lamp
1484	tamper jumping jack		5145	chair		8920	iron/board
1485	tamper vibrating		5164	bed, twin		8921	bed, queen
1486	weed eater gas		5165	bed, twin		8922	bed, twin
1487	weed eater gas		5166	desk		8923	table, nightstand
1488	tree trimmer pole		5167	chair		8924	table, nightstand
1489	chainsaw Husqvarna		5168	chair		8925	radio
1490	cabinet steel flammable (Park Office storage)		5170	radio		8926	wall art
1491	printer laser	usb051470	5171	dresser, chest 3		8927	wall art
1492	fax machine	u565772/477683	5172	mirror		8928	table
1493	desk corner unit w/extension		5173	rack, luggage		8929	chair
1494	file cabinet std 3		5174	print, Calendar January		8930	chair
1495	computer desktop	6x31kn8zv42m	5175	print, Calendar June		8931	chair
1496	printer inkjet	mx8b4d170	5176	bed, twin		8932	desk
1497	computer desktop	us18501076	5183	rack, luggage		8933	bolster
1498	phone w/ display	98sr43368872	5187	bed, twin		8934	lamp
1499	file cabinet std 4		6011	chair		8935	lamp
1500	chair desk		6012	dresser		8936	lamp
1501	cabinet display		6013	mirror		8937	rack, luggage
1502	blue print w/frame 1948		6014	chair		8938	iron/board
1503	photo aerial 1983		6015	desk		8939	bed, queen
1504	computer desktop	us92621566	6016	radio		8940	bed, twin
1505	desk		6017	lamp, w/1		8941	table, nightstand
1506	chair desk		6018	print, september		8942	table, nightstand
1507	file cabinet lateral 3		6019	print, december		8943	radio
1509	phone w/ display	98sp43368848	0947	chair-desk		8944	wall art
1510	file cabinet lateral 2		3829	bed, double		8945	wall art
1511	desk		3830	print, Calendar February		8946	table
1512	chair desk		3831	chair wicker w/arm		8947	chair
1513	computer laptop	crf43907bq	3833	desk, writing		8948	chair
1514	phone w/ display	98sp43368835	3834	lame w/ 1 lamp		8949	chair
1515	file cabinet lateral 4		3835	clock	no visible	8950	desk
1516	chair reception		3836	print, Calendar April		8951	bolster
1517	chair reception		3837	dresser chest 3		8952	lamp
1518	chair reception		3838	table		8953	lamp
1519	print Wildflowers		3839	rack, luggage		8954	lamp
1520	Golf Cart #C01 (Melex)	168836	5177	bed, twin		8955	rack, luggage
1521	Golf Cart #C05 (Melex)	no	5178	chair		8956	iron/board
1522	Golf Cart #C06 (Melex)	159963	5179	lamp w/ 1 wall		8957	bed, queen
1523	Golf Cart #C07 (Melex)	157475	5180	radio		8958	bed, twin
1524	Golf Cart #C08 (Melex)	169245	5181	dresser, chest 3		8959	table, nightstand
1526	Golf Cart #C10 (Cushman)		5182	mirror		8960	table, nightstand
1527	Golf Cart #C11 (Cushman)		5184	print, Calendar July		8961	radio
1528	Golf Cart #C12 (Cushman)		5185	print, Calendar October		8962	wall art
1535	Cart # C19 (Taylor & Dunn)	136887	5186	bed, twin		8963	wall art
1536	Cart #20 (Taylor & Dunn)	146907	6020	rack, luggage		8964	table
1539	Cart # C23 (Taylor & Dunn)	130089	6056	bed, twin		8965	chair
1542	1993 Toyota - pickup #V12	4TARN81A9PZ102476	6057	bed, twin		8966	chair
1543	1993 Toyota - pickup # V16	4TARN81A1PZ111429	6058	table		8967	chair
1545	1986 Toyota truck, flatbed #V20	JT5RN75G009711	6059	chair		8968	desk
1547	1992 Toyota truck, flatbed #23	JT5VN94T0N002721	6060	chair		8969	bolster

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 21

1550	1994 Ford truck	2FTEF25NORACA80796	6061	desk	8970	lamp
1557	2001 GEM	5ASAG27491F015949	6062	radio	8971	lamp
1561	Cart #24 (Taylor & Dunn)	130088	6064	print, january	8972	lamp
1605	*R fire hose w/wheels	436 1 131	6065	print, june	8973	rack, luggage
1606	*R fire hose w/wheels	436 1 132	6066	dresser	8974	iron/board
1614	*R water tank 30 gal		6067	mirror	8975	bed, queen
1616	table	436 1 163	6068	rack, luggage	8976	bed, twin
1617	ch w/o arms red uphol		6045	bed, twin	8977	table, nightstand
1619	map drawer, architectural 5 drawer		6046	bed, twin	8978	table, nightstand
1620	map drawer, architectural 5 drawer		6047	chair	8979	radio
1621	map drawer, architectural 5 drawer		6048	desk	8980	wall art
1622	map drawer, architectural 5 drawer		6049	radio	8981	wall art
1623	map drawer, architectural 5 drawer		6050	lamp, w/2	8987	bolster
1624	map drawer, architectural 5 drawer		6051	print, sept	8991	rack, luggage
3108	chair Crocker		6052	print, dec	8992	iron/board
5148	dresser, chest 3		6053	dresser	8993	bed, queen
5367	chair		6054	mirror	8994	bed, twin
5368	chair		6055	rack, luggage	8995	table, nightstand
5369	chair		3851	bed, twin	8996	table, nightstand
5372	stool		3852	bed, twin	8997	radio
5376	table		3853	table, nightstand	8998	wall art
5377	table		3854	print, Calendar April	8999	wall art
5378	table		3855	print, Calendar February	9000	table
5379	table		3856	desk, writing	9001	chair
5380	table		3857	chair, wicker w/arm	9002	chair
5383	chair		3858	chair, wicker w/ arms	9003	chair
5384	chair		3859	radio	9004	desk
8203	table, end		3860	lamp w/dual wall	9005	bolster
8204	lamp		3861	dresser, chest 3	9006	lamp
8205	couch		3862	rack, luggage	9007	lamp
8206	table, coffee		3869	table, nightstand	9008	lamp
8207	chair		5188	desk	9009	rack, luggage
8208	chair		5189	chair	9011	bed, queen
8209	table, end		5190	chair	9012	bed, twin
8210	lamp		5191	lamp w/2 wall	9013	table, nightstand
8211	wall art		5192	radio	9014	table, nightstand
8212	wall art		5193	dresser, chest 3	9015	radio
8213	chair		5195	rack, luggage	9016	wall art
8214	chair		5196	print, Calendar October	9017	wall art
8215	chair		5197	print, Calendar July	9018	table
8216	chair		6010	bed, double	9019	chair
8217	table		5198	bed, twin	9020	chair
8218	lamp		5199	bed, twin	9021	chair
8219	TV		5200	desk	9022	desk
8220	stool, vanity		5201	chair	9023	bolster
8221	stool, vanity		5202	chair	9025	lamp
8222	bed, double		5203	lamp, w/2 wall	9027	rack, luggage
8223	bed, murphy		5204	radio	9028	iron/board
8224	table, nightstand		5205	dresser, chest 3	1029	table coffee
8225	lamp		5206	mirror	1304	*R painting w/frame M Bailey 436 7 017/436 7 032
8226	radio		5207	rack, luggage	1055	table coffee
8227	rack, luggage		5208	print, Calendar January	1305	*R painting w/frame M Schuttky 436 7 016/436 7 033
8228	iron		5209	print, Calendar June	6380	DESK
8229	coffee maker		5210	table	6381	PRINT
6115	bed, twin		5211	bed, twin	6462	bed, twin
6116	table, nightstand		5212	bed, twin	6463	bed, twin
6117	lamp w/1 wall		6034	chair	6464	print
6118	bench, vanity		6035	chair	6466	table
6119	chair		6036	desk	6467	chair
6120	bed, double		6037	radio	6471	rack, luggage
6121	bed, double		6038	lamp, w/1	6472	iron
6122	table, nightstand		6039	dresser	6478	chair
6123	print, Buck	3/100	6040	mirror	6465	chair
6124	print, Doe	13/100	6041	print, december	6473	bed, twin
6125	chair		6042	print, september	6474	chair
6126	lamp, floor		6043	table	6475	table
6127	lamp		6044	rack, luggage	6476	bed, twin
6128	chair		6021	bed, double	6477	TABLE
6129	rack, luggage		6022	chair	6479	bed, twin
6130	iron/board		6023	chair	6480	bed, twin
6131	radio		6024	desk	6481	desk
6583	bed, double		6025	radio	6482	radio
6584	chair		6026	lamp, w/1	6483	print
6585	lamp, floor		6027	print, february	6484	print
6586	table, night		6028	print, april	6488	rack, luggage
6587	radio		6029	table	6489	iron
6588	bed, double		6030	dresser	8009	chair

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 22

6589	print, buck, 11	6031	mirror	6490	bed, twin	
6590	print, doe, 14	6033	bed	6491	radio	
6591	chair	3840	bed, double	6492	desk	
6592	rack, luggage	3841	print, Calendar October	6493	chair	
6593	iron	3842	print, Calendar July	6494	bed, twin	
6594	chair	3843	dresser chest 3	6495	table	
6595	desk	3844	mirror, wall 1/2 length	6496	chair	
6609	rack, luggage	3845	chair, wicker w/arm	6497	chair	
6610	iron	3846	chair, wicker w/arm	6498	bed, twin	
6611	chair	3847	desk, writing	6499	print	
6612	lamp, floor	3848	lamp w/single wall	6500	bed, twin	
6613	bed, double	3849	radio	no s/n	6501	table
6614	table, night	3850	rack, luggage	6505	PRINT	
6615	radio	6069	bed	6506	rack, luggage	
6616	bed	6070	bed, double	6507	iron	
6617	print, buck, 7	6071	desk	6508	bed, twin	
6618	print, doe, 7	6072	DESK	6509	table	
6619	chair	6073	radio	6510	chair	
6620	desk	6075	print, december	6511	chair	
6621	chair	6076	print, september	6512	bed, twin	
6622	lamp	6077	DRESSER	6513	bed, twin	
6623	rack, luggage	6079	MIRROR	6514	print	
6624	iron	6080	rack, luggage	6515	print	
6625	lamp, floor	6105	chair	6516	bed, twin	
6627	desk	6081	bed	6517	chair	
6628	lamp, table	6083	chair	6518	desk	
6629	chair	6084	desk	6519	radio	
6630	lamp, floor	6085	radio	6523	rack, luggage	
6631	bed, double	6086	lamp, w/2	6525	bed, twin	
6632	table, nightstand	6087	print, april	6526	chair	
6633	radio	6088	print, feb	6528	desk	
6634	bed, double	6089	chair	6529	bed, twin	
6635	print, buck, 4	6090	rack, luggage	6530	chair	
6636	print, doe, 4	6091	dresser	6531	table	
6637	chair	6092	mirror	6532	chair	
6638	stool, vanity	5213	desk	6533	bed, twin	
6639	table, nightstand	5214	chair	6534	print	
6640	lamp	5215	chair	6535	print	
6641	bed, twin	5216	lamp w/2 wall	6536	bed, twin	
6642	rack	5217	radio	6538	rack, luggage	
6643	iron	5218	dresser, chest 3	6539	iron	
6132	bed, double	5219	mirror	6542	chair	
6133	bed, double	5221	print, Calendar July	6554	bed, twin	
6134	table, nightstand	5222	print, Calendar October	6555	bed, twin	
6135	radio	5223	table	6559	bed, twin	
6136	lamp w/1 wall	3863	chair, wicker w/ arm	6562	bed, twin	
6137	lamp, floor	3864	chair, wicker w/ arm	6569	table	
6138	lamp, floor	3865	desk, writing	6571	table	
6139	chair	3866	radion	no visible	6572	chair
6140	chair	3867	lamp w/1 wall	6573	chair	
6141	chair	3868	bed, double	6576	print	
6142	desk	3871	mirror, wall 1/2 length	6577	print	
6143	rack, luggage	3872	rack, luggage	6578	desk	
6144	iron/board	3873	print, Calendar June	6580	radio	
6145	bed, double	3874	print, Calendar July	6581	rack, luggage	
6146	bed, double	5365	dresser, chest	6537	bed, twin	
6147	desk	0955	chair-desk	6540	radio	
6148	chair	6078	chair	6541	desk	
6149	chair	6104	bed, double	6543	bed, twin	
6150	table, nightstand	6107	desk	6544	bed, twin	
6151	lamp, floor	6108	lamp, w/1	6546	print	
6152	bench, vanity	6109	radio	6547	chair	
6153	print, Buck	10/100	6110	mirror	6548	chair
6154	print, Doe	10/100	6111	dresser	6549	table
6155	radio	6112	print, dec	6550	bed, twin	
6156	rack, luggage	6113	print, sept	6551	table	
6157	iron/board	6114	rack, luggage	6552	rack, luggage	
6644	chair	0953	bed-twin	6553	iron	
6645	bed, double	0954	desk writing	6579	chair	
6646	desk	0956	chair	6556	table	
6647	chair	0958	mirror wall 1/2 length	6557	chair	
6648	chair	0959	rack luggage	6558	chair	
6649	table	0960	lamp w/match sngl wall mount	6560	print	
6650	lamp	6106	chair	6561	print	
6651	wall unit w/ lamps	6093	bed, double	6563	desk	
6652	sofa bed	6094	chair	6564	chair	
6653	bed, twin	6095	desk	6565	radio	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 23

6654	table, nightstand		6096	radio		6566	rack, luggage
6655	bed, twin		6097	lamp		6568	bed, twin
6656	print, Doe (8)		6098	chair		6570	bed, queen
6657	print, Buck (8)		6099	dresser		6574	bed
6658	bed, double		6100	mirror		6575	bed
6659	table, nightstand		6101	print, july		6710	bed
6660	radio		6102	print, oct		6711	bed
6661	lamp		6103	rack, luggage		6712	chair
6662	dresser		0908	piano-upright Story n Clark		6713	desk
6664	wardrobe		0401	camera Polaroid Laminex w/ Bogen tripod		6714	radio
6665	rack, luggage		1530	Club Cart #C14	J9428 388400	6715	print
6666	rack, luggage		1549	1993 Dodge van, w/wheel chair lift #25	1B4GH4430PX671895	6716	print
6667	iron/board		1554	1998 Ford van	2FMDA51U6WBA85961	6717	lamp, floor
6668	chair		1555	1999 Chevrolet van	1GNDX03E3XD112886	6718	chair, easy
6669	desk		1558	2001 GEM	5ASAG47411F016833	6719	chair, easy
6670	wall unit w/lamp		1562	cab wood		6720	table
6671	sofa bed		1563	cab wood		6721	lamp
6672	chair		1564	computer desktop	us81804748	6722	dresser
6673	table		1565	printer laser	usch084151	6723	mirror
6675	lamp		1568	table		6727	rack, luggage
6676	bed, twin		1569	chair rec		6728	iron
6677	table, nightstand		1570	chair recep		6158	bed, double
6678	radio		1571	chair reception		6159	bed, double
6679	bed, twin		1572	ch capt		6160	desk
6680	print, Doe (13)		1573	file cab lat 2		6161	radio
6681	print, Buck (5)		1574	file cab std 4		6162	chair
6683	rack, luggage		1575	desk		6163	chair, easy
6684	table, nightstand		1576	ch d		6164	chair, easy
6685	lamp		1577	phone d	98sp32398863	6165	table
6686	radio		1578	typew	47001002	6166	lamp w/ 1 wall
6687	bed, double		1579	rack sm w		6167	lamp, floor
6688	wardrobe		1580	booksh		6171	dresser, chest 3
6689	dresser		1581	table		6172	mirror
6690	mirror		1582	desk		6173	rack, luggage
1317	*R pair C Morrow	436 7 001/436 7 028	1583	ch d		6174	iron/board
1318	piano upright		1584	phone d	98sp4336884	6691	bed
0146	computer destop	us81804777	1585	comp d	us1804878	6692	bed
0427	chair desk exec leather		1586	printer las	3031/19844	6693	chair
0428	chair desk exec leather		1587	desk computer		6694	desk
0429	chair desk exec leather		1588	table		6695	radio
0430	chair desk exec leather		1589	file cab		6696	print
0431	chair desk exec leather		1590	bookcase		6697	print
0432	chair desk exec leather		1591	table		6698	lamp, floor
0434	chair desk exec leather		1592	camera video	13851549	6699	chair
0435	chair desk exec leather		1593	recorder surveillance	0011111	6700	chair
0436	chair desk exec leather		1595	camera digit	91581	6701	table
0439	chair desk exec leather		1596	radio 127	174ftq3952	6702	lamp
0440	desk unit		1597	radio 100	779tXu0179	6703	dresser
0441	desk unit		1598	radio 142	475fzl1859	6704	mirror
0442	desk unit		1599	radio 128	174fujf513	6705	rack, luggage
0443	desk unit		1600	radio 143	475fzl1848	6706	iron
0444	desk unit		1601	radio 141	475fzl1835	6729	bed
0445	desk unit		1602	radio 600	018ftem202	6730	bed
0446	desk unit		1604	radio 500	475fzl1860	6731	chair
0447	desk unit		7889	bed, twin		6732	radio
0448	desk unit		7890	wall art		6733	desk
0449	desk unit		7891	radio		6734	print
0450	desk unit		7892	desk		6735	print
0451	desk unit		7894	bed, queen		6736	lamp, floor
0452	desk unit		7895	table		6737	dresser
0454	desk unit		7898	bed, twin		6738	mirror
0455	desk unit		7899	wall art		6739	chair, easy
0456	desk unit		7900	bed, twin		6740	chair, easy
0457	desk unit		7905	iron/board		6741	lamp
0458	desk unit		7912	chair		6742	table
0459	storage cubical wall		7915	chair		6746	rack, luggage
0460	file cabinet std 3		7929	chair		6748	bed
0461	phone desk w/ display	00b152081642	7893	chair		6749	bed
0462	computer desktop	u307kn9zb727	7896	chair		6750	chair
0463	phone desk w/ display	98sp43368891	7906	bed, twin		6751	radio
0464	computer desktop	us20609187	7907	table		6752	desk
0466	storage cubical wall		7908	bed, queen		6753	print
0467	file cabinet std 3		7909	wall art		6754	print
0468	phone desk w/ display	98sp43368839	7910	table		6755	lamp, floor
0469	storage cubical wall		7911	chair		6756	dresser
0470	file cabinet std 3		7913	bed, twin		6757	mirror
0471	computer desktop	us03701482	7914	desk		6758	chair, easy

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 24

0472	storage cubical wall		7917	bed, twin	6759	chair, easy
0473	file cabinet std 3		7918	wall art	6760	lamp
0474	phone desk w/ display	98sp43368866	7922	rack, luggage	6761	table
0475	chair reception		7923	iron/board	6765	rack, luggage
0476	chair reception		7950	radio	6766	iron
0477	chair reception		1075	chair w/ arms red upholstery	7850	bed, double
0478	chair reception		1078	chair w/ arms red upholstery	7851	bed, double
0479	table end sm square		7924	bed, twin	7852	chair
1195	file cab std 3		7925	table	7853	desk
1196	stor cub wall		7926	wall art	7854	radio
1197	cab file std 3		7927	bed, twin	7855	wall art
1198	stor wall cub		7930	table	7860	lamp
1200	phone d	98sp43372167	7931	bed, queen	7861	lamp, floor
1201	file cab lat 4 w/stor		7932	chair	7862	dresser, chest 3
1202	bookcase		7933	desk	7863	mirror
1312	*R pair/ J Fon VPE	436 7 018/436 7 031	7934	radio	7867	rack, luggage
1313	*R pair/ J Gyer VPE	436 7 013/436 7 035	7935	bed, twin	7868	iron/board
1314	*R table	436 1 140	7936	wall art	4951	bed, double
1661	comp d	mx1451000vm	7940	rack, luggage	4961	bed, double
1662	phone d	98sp43368838	7941	iron/board	4963	headboard, double
1707	radio 200	475fze4534	7916	radio	4964	headboard, double
1708	radio 248	777faq1429	7942	bed, twin	4965	desk
1709	file cab lat 3		7943	wall art	4966	chair
1710	file cab lat 4		7944	bed, queen	4967	radio
1711	file cab lat 4		7945	chair	4968	table
1712	*R photo The Stiles	436 4 001	7946	table	4969	chair, easy
1713	copier		7947	chair	4970	chair, easy
1714	ch grn stkl		7948	bed, twin	4971	lamp w/1 wall
1715	ch grn stkl		7949	desk	4972	lamp, floor
1716	ch gr stkl		7951	chair	4973	dresser, chest 3
1717	ch recp grn uphol		7952	bed, twin	4974	rack, luggage
1718	ch recp grn uphol		7953	wall art	4978	mirror
1719	ch recp grn uphol		7957	rack, luggage	4979	iron
1720	*R photo Girls Reserve	436 1 644	7958	iron/board	4980	bed, double
1724	cab wood stor		7963	chair	4981	bed, double
1725	*R photo Trees n Fog	436 1 646	7967	chair	4982	headboard, double
1726	comp d	mx150508wr	8003	bed, twin	4983	headboard, double
1727	desk		8004	wall art	4984	desk
1728	file cab std 2		8005	desk	4985	chair
1729	ph d	98sp3639258	8007	bed, queen	4986	radio
1730	file cab lat 2		8008	table	4987	table
3538	file cabinet std 2		8010	chair	4988	chair, easy
3540	computer, desktop	us20508069	8011	bed, twin	4989	chair, easy
3541	phone w/ display	98sp43368861	8012	wall art	4990	lamp w/1 wall
3542	file cabinet std 3		8013	bed, twin	4991	lamp, floor
3543	file cabinet std 3		8014	rack, luggage	4992	dresser, chest 3
3544	storage cubicle mount		8015	iron/board	4993	rack, luggage
3545	computer, desktop	us81804129	8016	radio	4994	iron/board
3546	phone w/display	98sp43368876	7988	bed, twin	4998	mirror
3547	file cabinet std 2		7989	wall art	4999	bed, double
3548	storage cubicle mount		7990	bed, twin	5000	bed, double
3549	phone w/ display	98sp3737621	7991	chair	5001	headboard, double
3551	file cabinet std 3		7992	chair	5002	headboard, double
3552	storage cubicle mount		7993	table	5003	desk
3553	phone w/display	98sp43368894	7994	bed, queen	5004	chair
3554	computer, desktop	mx15080ww	7995	radio	5005	clock
3555	chair, desk		7996	desk	5006	table
3556	file cabinet std 3		7998	bed, twin	5007	chair, easy
3557	storage, cubicle mount		7999	wall art	5008	chair, easy
3558	phone	98sp43338860	8000	wall art	5009	lamp
3559	computer	mx150808x5	8001	rack, luggage	5010	lamp, floor
3560	desk		8002	iron/board	5011	dresser, chest 3
3561	file cabinet std 2		8006	chair	5012	rack, luggage
3562	phone no display	98sp29338169	7973	bed, twin	5013	iron
3563	phone	98sp43368846	7975	desk	5017	mirror
3564	desk		7976	chair	5018	bed, double
3565	file cabinet std 3		7977	bed, queen	5019	bed, double
3566	file cabinet std 3		7978	chair	5020	headboard, double
3567	computer desktop	us81803736	7979	chair	5021	headboard, double
3570	typewriter	none	7980	table	5022	desk
3571	computer, desk top	us81803638	7981	bed, twin	5023	chair
3572	chair, desk		7982	wall art	5024	radio
3573	desk		7984	bed, twin	5025	table
3574	phone w/ multi line capacity & di	98sp55358304	7986	rack, luggage	5026	chair, easy
3575	file cabinet std, 3		7928	chair	5027	chair, easy
3576	file cabinet lateral 4		7959	bed, twin	5028	lamp
3577	file cabinet lateral 3		7960	bed, queen	5029	lamp, floor

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 25

3578	refrigerator, mini	not visible	7962	table	5030	dresser, chest 3
3579	desk, extension		7964	chair	5031	rack, luggage
3580	desk		7965	bed, twin	5032	iron
3581	table, work		7966	desk	5036	mirror
3583	desk, extension		7968	radio	5037	bed, double
3584	file cabinet std 2		7969	bed, twin	5038	bed, double
3585	file cabinet std 2		7970	wall art	5039	headboard, double
3586	table w/ storage		7971	rack, luggage	5040	headboard, double
3587	storage, cubicle mount		7972	iron/board	5041	desk
3588	storage, cubicle mount		7997	chair	5042	chair
3589	storage, cubicle mount		1315	*R pairf J Hofstetter	5043	clock
3590	storage, cubicle mount		8651	bed, double	5044	table
3591	chair, desk		8652	bed, double	5045	chair, easy
3592	chair, desk		8653	table, nightstand	5046	chair, easy
3593	phone, w/ display	99r158136832	8654	radio	5048	lamp, floor
3594	computer, desktop	us81804053	8655	table	5049	dresser, chest 3
3595	printer, laser	usb01551	8656	chair	5050	rack, luggage
3596	computer, desktop	us81804071	8657	chair	5051	iron/board
3597	phone w/ display	98sp43368896	8658	desk	5055	mirror
3598	printer, laser	no visible	8659	rack, luggage	6768	bed
3599	desk		8660	stool, vanity	6769	bed
3600	phone w/ display	98spu3368836	8661	bed, double	6770	chair
3602	chair, desk		8662	bed, double	6771	radio
3603	file cab std 3		8663	table, nightstand	6772	desk
3604	phone w/ display	98sp43368845	8664	radio	6773	print
3605	computer	mx45100rr	8665	table	6774	print
3606	locker, bank of 16 w/ hanger pole		8666	chair	6775	lamp, floor
1701	paint J Seward		8667	chair	6776	dresser
1702	paint J Seward		8668	desk	6777	mirror
1703	paint V Flasch		8669	rack, luggage	6778	chair, easy
1749	b		8670	stool, vanity	6779	chair, easy
1750	hb f		8671	bed, double	6780	lamp
1751	b f		8672	bed, double	6781	table
1752	ch		8673	table, nightstand	6785	rack, luggage
1753	desk, writing		8674	radio	6786	iron
1754	dresser, chest 3		8675	table	2464	table, rectangular
1755	lamp		8676	chair	2465	chair, arm
1756	mirr		8677	chair	2466	chair, arm
1757	rack		8678	desk	2467	chair, arm
1758	rack		8679	rack, luggage	2468	chair, arm
1759	rack		8680	stool, vanity	2469	chair, arm
1761	hb		8681	bed, queen	2470	chair, arm
1763	hb		8682	bed, twin	2471	table, end w/ wrought iron lamp
1764	b		8683	table, nightstand		

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 26

1765	tab w/l		8684	radio	
1766	clock w/radio	no	8685	table	
1767	dresser, chest 3		8686	chair	
1768	desk, writing		8687	chair	
1769	lam		8688	desk	
1770	mirr		8689	bolster	
1771	rack		8690	rack, luggage	
1772	iron n board		8691	stool, vanity	
1773	ch		8692	bed, double	
1774	desk, writing		8693	bed, double	
1775	lam		8694	table, nightstand	
1776	tab end		8695	radio	
1777	lamp end		8696	table	
1778	couch hid bed		8697	chair	
1779	ch eas		8698	chair	
1780	ch easy		8699	desk	
1781	ch no arm red		8700	rack, luggage	
1782	tab		8701	stool, vanity	
1783	almp		8702	bed, double	
1784	lamp		8703	bed, double	
1785	tab end		8704	table, nightstand	
1789	hb		8705	radio	
1790	b		8706	table	
1791	lamp		8707	chair	
1792	nightst		8708	chair	
1793	clock w/radio	no	8709	desk	
1794	dresser, chest 3		8710	rack, luggage	
1795	mirr		8711	stool, vanity	
1796	rack l		8712	bed, double	
1797	vaccum up	040300007368	8713	bed, double	
1798	print O Nexler		8714	table, nightstand	
1799	paint CL Curry		8715	radio	
1800	print Autumn Forest		8716	table	
1804	paint V Flasch		8717	chair	
1805	paint Spring Forest		8718	chair	
1806	hb t		8719	desk	
1807	b		8720	rack, luggage	
1808	tab nigh		8721	stool, vanity	
1809	lamp		8722	bed, queen	
1810	clock w/radio	no	8723	bed, twin	
1811	paint Wall thru Meadow		8724	table, nightstand	
1812	mirr		8725	radio	
1814	chair no arm red upholstery		8726	table	
1815	chair no arm red upholstery		8727	chair	
1816	chair no arm red upholstery		8728	chair	
1817	chair no arm red upholstery		8729	desk	
1818	chair no arm red upholstery		8731	rack, luggage	
1819	chair no arm red upholstery		8732	stool, vanity	
1820	chair no arm red upholstery		8733	bed, queen	
1821	chair no arm red upholstery		8734	bed, twin	
1822	coat rack		8735	table, nightstand	
1823	print V Flasch		8736	radio	
1824	stove gas		8737	table	
1825	refrig		8739	chair	
7373	wall art		8740	desk	
7374	lamp		8742	rack, luggage	
7375	desk		8743	stool, vanity	
7376	chair		8744	bed, double	
7377	table		8745	bed, double	
7378	lamp, floor		8746	table, nightstand	
7379	wall art		8747	radio	
7380	wall art		8748	table	
8326	bed, murphy		8749	chair	
8327	bed, double		8750	chair	
8328	radio		8751	desk	
8329	wall art		8752	rack, luggage	
8381	rack, luggage		8753	stool, vanity	
8311	bed, murphy		3878	bed, double	
8312	bed, double		3879	bed, double	
8313	radio		3882	table, nightstand	
8314	chair		3883	desk, writing	
8315	desk		3884	chair, desk	
8316	lamp		3885	chair, green upholstery w/ arm	
8317	wall art		3886	radio	no visible
8318	wall art		3889	rack, luggage	
8319	wall art		3890	stool, vanity	
8320	wall art		3892	rack, luggage	

EXHIBIT L – FURNISHINGS AND EQUIPMENT INVENTORY (ASSETS) 27

8321	table	3894	stool, vanity	
8322	lamp, floor	3898	bed, double	
8323	chair	3899	bed, double	
8324	rack, luggage	3902	table, nightstand	
8325	iron/board	3903	painting, flowers	
8287	bed, murphy	3904	painting, flowers	
8288	bed, double	3905	chair, green upholstery w/arms	
8289	radio	3906	chair, desk	
8290	chair	3907	desk, writing	
8291	table	3908	radio	no sh
8292	chair	5286	bed, double	
8293	desk	5287	desk	
8294	lamp	5288	chair	
8295	wall art	2472	table, end w/ wrought iron lamp	
8296	wall art	2473	chair green overstuffed	
8297	wall art	2474	chair green overstuffed	
8298	wall art	2475	chair green overstuffed	
8299	lamp, floor	2476	chair green overstuffed	
8309	rack, luggage	2477	hassack (foot stool)	
8310	iron/board	2478	hassack (foot stool)	
8265	table, rosen small	2479	hassack (foot stool)	
8272	bed, murphy	2480	hassack (foot stool)	
8273	bed, double	2481	chair, easy brown leather	
8274	radio	2482	chair, easy brown leather	
8275	chair	2483	chair, easy brown leather	
8276	chair	2484	lamp, floor	
8277	desk	2485	lamp, floor	
8278	lamp	2486	table, card wood sq	
8279	wall art	2487	table, card wood sm rectangle	
8280	wall art	2488	chair, folding (steel)	
8281	wall art	2489	bookcase	

Beach wheelchair	1	Social Hall
Bicycles	20	Social Hall

STATE PARK OPERATIONS EQUIPMENT

Description	Quantity	Location	State Park Number
administrative vehicle	1	state park office	1228933
law enforcement vehicle	2	state park office	1035149
		state park office	955568
4X4 truck with ext cab	1	state park office	1201826
electric cart - street legal	1	state park office	1143345
electric cart	1	state park office	no plate
portable radios	10	state park office	
cellular phones	5	state park office	

EXHIBIT L – BUILDING INVENTORY

Description	Date of Construction	Location on conference grounds	Architect	State Park Facility Number	Approx. sq. footage	Number of Rooms	Number of Beds
*Phoebe Apperson Hearst Social Hall	1913	Historic Core	Julia Morgan	436-A-1-10-0-001	8,960		
*Engineer's Cottage	1913-1	Historic Core	Julia Morgan	436-A-1-10-0-002	961	2	4+sofa bed
*Grace Dodge Chapel Auditorium	1915	Historic Core	Julia Morgan	436-A-5-03-0-001	5,589		
*Health Cottage (Viewpoint)	1917	Historic Core	Julia Morgan	436-A-1-05-0-001	2,670		
*Mary Ann Crocker Dining Hall	1917-18	Historic Core	Julia Morgan	436-A-4-02-0-001	5,512		
*Visitor's Lodge	1917-18	Historic Core	Julia Morgan	436-A-2-03-0-002	3,276	18+liv rm	36
*Stuck-up Inn	1918	Historic Core	Julia Morgan	436-A-2-03-0-008	10,300	14+liv rm	28
*Scripps' Lodge Annex	1926	Historic Core	Julia Morgan	436-A-2-03-0-001	8,100	23+mtg&liv rm	36
*Director's Cottage	1926-27	Historic Core	Julia Morgan	436-A-3-05-5-001	7,875	4+ kit, liv rm	6
*Fleishhacker swimming pool & pool house	1927	Historic Core	Julia Morgan	436-A-1-13-2-001	440		
*Pirates' Den	1923	Historic Core	Julia Morgan	436-A-2-03-0-010	1,200	10+liv rm	14
*Merrill Hall	1928	Historic Core	Julia Morgan	436-A-2-10-0-001	10,800		
Guest Inn (Esther Steinbeck-Rodgers)	1925			436-A-2-01-0-001	1,551	4+kit,din&livrm	10+sofa bed
Park Office (804 Crocker Ave.)	1944			436-A-3-05-2-001	1,104		
Surf (guest lodge)	1958-59	Surf & Sand Complex	John Carl Warnecke	436-A-2-03-0-009	3,200	4	16
Sand (guest lodge)	1958-59	Surf & Sand Complex	John Carl Warnecke	436-A-2-03-0-005	4,720	6	24
Surf and Sand meeting room	1958-59	Surf & Sand Complex	John Carl Warnecke	436-A-1-05-0-002	1,125		
Corporation (maintenance) Yard	1958-59		John Carl Warnecke	436-A-1-12-0-001	24,640		
Kitchen/Nook/halls/loading dock	1961	Crocker Dining	John Carl Warnecke	436-A-2-06-0-	7,961		
Seascape dining hall	1961	Crocker Dining	John Carl Warnecke	436-A-2-06-0-	1,875		
Woodlands dining hall	1961	Crocker Dining	John Carl Warnecke	436-A-2-06-0-	1,875		
Windward (guest lodge)	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-2-03-0-006	3,230	8	32
Shores (guest lodge)	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-2-03-0-004	2,888	8	32
Cypress (guest lodge)	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-2-03-0-004	2,960	8	32
Nautilus meeting room	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-1-05-0-003	3,969		
Triton meeting room	1964	Sea Galaxy Complex	John Carl Warnecke	436-A-1-05-0-004	2,304		
Housekeeping Headquarters	1965	Sea Galaxy Complex	John Carl Warnecke	436-A-2-05-0-001	6,160		
Long View North	1966	Long View Complex	John Carl Warnecke	436-A-2-03-0-011	3,162	10 + lounge	20
Long View Middle	1966	Long View Complex	John Carl Warnecke	436-A-2-03-0-012	3,162	10 + lounge	20
Long View South	1966	Long View Complex	John Carl Warnecke	436-A-2-03-0-007	3,162	10 + lounge	20
Breakers #1 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-025	2,040	8	18
Breakers #2 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-25A	3,000	12	24
Spindrift #1 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-026	1,920	8	14
Spindrift #2 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-26A	2,144	8	16
Whitecaps #1 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-024	3,000	12	24
Whitecaps #2 (guest lodge)	1968	View Crescent Complex	John Carl Warnecke	436-A-2-03-0-024	1,900	8	16
Dolphin meeting room	1968	View Crescent Complex	John Carl Warnecke	436-A-1-05-0-012	1,258		
Sandlering meeting room	1968	View Crescent Complex	John Carl Warnecke	436-A-1-05-0-013	1,258		
Marlin meeting room	1968	View Crescent Complex	John Carl Warnecke	436-A-1-05-0-010	1,258		
Curlew meeting room	1968	View Crescent Complex	John Carl Warnecke	436-A-1-05-0-011	1,258		
Willow Inn (guest lodge)	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-021	4,176	12 + 2 lounges	24
Manzanita (guest lodge)	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-023	4,176	12 + 2 lounges	24
Oak Knoll (guest lodge)	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-022	4,176	12 + 2 lounges	24
Acacia meeting room	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-22A	750		
Toyon meeting room	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-23A	750		
Heather meeting room	1973	North Woods Complex	Smith, Barker, Hanssen	436-A-1-05-0-009	1,650		
parking, North Woods underground	1973	North Woods Complex	Smith, Barker, Hanssen	436-C-6-01-2-002			
Live Oak (guest lodge)	1973-74	East Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-014	4,599	10 + liv rm	18
Tree Tops (guest lodge)	1973-74	East Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-015	4,599	10 + liv rm	18
Deer Lodge (guest lodge)	1973-74	East Woods Complex	Smith, Barker, Hanssen	436-A-2-03-0-013	4,599	10 + liv rm	18
Mott Training Center	1973-74	East Woods Complex	Smith, Barker, Hanssen	436-A-1-10-0-003	10,695		
Hearth (guest lodge)	1977-81	Fireside Complex	Mike Kelly	436-A-2-03-0-018	7,128	12 + liv rm	24
Embers (guest lodge)	1977-81	Fireside Complex	Mike Kelly	436-A-2-03-0-017	7,128	12 + liv rm	24
Afterglow (guest lodge)	1977-81	Fireside Complex	Mike Kelly	436-A-2-03-0-016	7,128	12 + liv rm	24
Fred Farr Forum meeting room	1977-81	Fireside Complex	Mike Kelly	436-A-1-05-0-006	6,080		
Kiln meeting room	1977-81	Fireside Complex	Mike Kelly	436-A-1-05-0-005	1,316		
parking Fireside underground	1977-81	Fireside Complex	Mike Kelly	436-C-6-01-2-001			
Forest Lodge (guest lodge)	1977-81	Forest Lodge Complex	Clark Davis	436-A-2-03-0-019	17,600	10 + 1 suite	27+sofa beds
Woodside (guest lodge)	1977-81	Forest Lodge Complex	Clark Davis	436-A-2-03-0-020	6,756	12 + liv rm	24
Evergreen meeting room	1977-81	Forest Lodge Complex	Clark Davis	436-A-1-05-0-007	1,849		
Oak Shelter meeting room	1977-81	Forest Lodge Complex	Clark Davis	436-A-05-0-008	1,849		

EXHIBIT M – STD 213 STANDARD AGREEMENT

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount of this Agreement is: \$ _____

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit C – General Terms and Conditions

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) _____ page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions _____ page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Day, Month, Year)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

EXHIBIT “N”

**MUSEUM COLLECTIONS LOAN
AGREEMENT, DPR 928**

SAMPLE



CALIFORNIA STATE PARKS
MUSEUM COLLECTIONS
 State of California - The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION

Loan Agreement

- OL -
 Activity Number _____
 Number of Attachments _____
OUTGOING

Borrowing Institution _____

Authorized Agent and Title _____ Phone/FAX _____

Address _____ City - State - Zip Code _____

Purpose of Loan _____ Period of Loan _____

Description of Objects (with catalog numbers): _____ Owner's Valuation: _____



I have read and agree to the conditions listed on the reverse of this document and any attachments to it.

Agent's Signature _____ Agent's Name _____ Date _____

Approval by California Department of Parks and Recreation

Museum Curator's Signature _____ Museum Curator's Name _____ Date _____

Superintendent's Signature _____ Superintendent's Name _____ Date _____

Deputy Director of Park Stewardship's or Designee's Signature Not Applicable Deputy Director of Park Stewardship's or Designee's Name _____ Date _____

DPR 928 (Rev. 4/99) (Front) (Excel 4/23/1999) Distribution: Park Files Statewide Records Borrower

LOAN AGREEMENT -- OUTGOING

Conditions Governing the Loan of Objects by the California Department of Parks and Recreation

Care of Loaned Objects

Borrower shall provide a safe and stable environment for the loaned objects and shall return them in the same condition as they were lent.

In the event of any damage, soiling, or inordinate wear resulting from this loan, the borrower agrees to pay all costs required to restore the objects to as good a condition as when they left the custody of the lender, the California Department of Parks and Recreation (hereinafter referred to as DPR).

Borrower shall not effect repairs, cleaning, or other conservation or restoration treatments without express written permission from DPR.

Borrower shall notify DPR within forty-eight (48) hours after discovery of loss of or damage to the loaned objects.

Borrower shall not remove or alter any registration numbers, museum labels, or specimen tags from the loaned objects, or make alterations of any kind to the objects without prior permission of DPR.

Use of Loaned Objects

Borrower may examine and/or display loaned objects. Any other use of the loaned objects and/or any intellectual property rights associated with them require prior written approval by DPR.

Borrower shall not transfer, license, assign, sell, pledge, mortgage, or part with the possession of the loaned objects or any intellectual property rights associated with the objects.

Borrower shall give credit for the loan as follows: _____

Release from Liability

Borrower waives all claims and recourses against DPR, its employees, agents, and contractors for loss or damage to persons or property arising from, growing out of, related to, or in any way connected with or incident to this agreement.

Borrower shall defend, indemnify and save harmless DPR, its employees, agents, and contractors from all liability, loss, cost, or obligation on account of or arising out of any injury to person or persons or property of any kind, from any cause or causes whatsoever in any way connected with the borrower's use of the loaned objects, including acceptance and re-delivery thereof.

Termination of Loan

Both the borrower and DPR may cancel this loan prior to the period stated in this agreement by providing thirty (30) days written notice to the other party.

Borrower shall coordinate with DPR to insure the safe return of the loaned objects at the conclusion of the loan, and to obtain approval of packing and transportation methods.

DPR reserves the right to inspect and audit loaned objects. The loaned objects may be withdrawn without prior written notice if DPR determines that the conditions of this agreement are not being met or the objects are otherwise in jeopardy.

Other Loan Agreement Forms

In case of any difference between this agreement and the loan agreement forms of the borrower, which DPR may complete upon request, the conditions of this document will control.

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
ASILOMAR STATE BEACH AND CONFERENCE GROUNDS

EXHIBIT “O”

**CONCESSION FINANCIAL STATEMENT
DPR 86**

SAMPLE

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

A. CASH FLOW STATEMENT

GROSS SALES/RECEIPTS

		\$ _____
Less Returned Sales and Allowances	\$ _____	
Less Sales Taxes	_____	
Net Sales for Period		\$ _____
Cost of Goods Sold:		
Inventory at Beginning of Period	\$ _____	
Add Purchases During Period	_____	
Merchandise Available for Sale	_____	
Less Inventory at Close of Period	_____	
Less Cost of Goods Sold		\$ _____
	GROSS PROFIT	\$ _____

LESS EXPENSES

Salaries & Wages <i>(do not include Concessionaire salaries,</i>	\$ _____	
Rent to State	_____	
Insurance	_____	
Materials & Supplies	_____	
Maintenance & Repairs	_____	
Utilities <i>(including telephone)</i>	_____	
Advertising	_____	
Taxes & Licenses <i>(other than income & sales)</i>	_____	
Legal & Accounting	_____	
Travel & Transportation	_____	
Interest	_____	
Security	_____	
Administrative Overhead	_____	
Depreciation <i>(equipment)</i>	_____	
Amortization <i>(improvements)</i>	_____	
Other: _____	_____	
	TOTAL EXPENSES	\$ _____
	NET PROFIT FROM OPERATIONS	\$ _____
	<i>(before income taxes)</i>	

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

C. BALANCE SHEET

ASSETS

CURRENT ASSETS

Cash \$ _____
 Accounts Receivable _____
 Merchandise Inventory _____
 Notes Receivable (Less than 1 year) _____

TOTAL CURRENT ASSETS \$ _____

NONCURRENT ASSETS

Equipment/Property \$ _____
 Less Depreciation Reserve _____
 Net Equipment/Property Cost _____
 Prepaid Expenses _____
 Other: _____
 Other: _____

TOTAL NONCURRENT ASSETS \$ _____

TOTAL ASSETS \$ _____

LIABILITIES

CURRENT LIABILITIES

Accounts Payable \$ _____
 S & W Payable _____
 Short-Term Notes Payable _____
 Interest Payable _____
 Short-Term Loan Payable _____
 Other: _____
 Other: _____

TOTAL CURRENT LIABILITIES \$ _____

OTHER LIABILITIES

Other: _____ \$ _____
 Other: _____

TOTAL OTHER LIABILITIES \$ _____

TOTAL LIABILITIES \$ _____

CAPITAL

OWNER'S EQUITY

Capital \$ _____
 Less Personal Drawing \$ _____
 Net Addition \$ _____
 Stockholder's Equity \$ _____
 Other: _____ \$ _____

TOTAL CAPITAL \$ _____

TOTAL LIABILITIES AND CAPITAL \$ _____

CONCESSIONAIRE FINANCIAL STATEMENT

CONCESSIONAIRE NAME	CONCESSION NAME
PARK UNIT NAME	REPORTING PERIOD From: _____ To: _____

D. STATEMENT OF MONTHLY GROSS SALES/RECEIPTS

Jan 20	\$ _____	April 20	\$ _____	July 20	\$ _____	Oct 20	\$ _____
Feb 20	\$ _____	May 20	\$ _____	Aug 20	\$ _____	Nov 20	\$ _____
Mar 20	\$ _____	June 20	\$ _____	Sept 20	\$ _____	Dec 20	\$ _____

TOTAL MONTHLY GROSS SALES/RECEIPTS \$ _____

If the "Total Monthly Gross Sales/Receipts" above does not match the Cash Flow Statement "Gross Sales/Receipts," please explain below.

The undersigned declares and certifies that the above statement and the attached Cash Flow Statement, Schedule of Depreciation, and Balance Sheet are correct.

AUTHORIZED SIGNATURE

DATE



PRINTED NAME OF PREPARER

EXHIBIT “P”

**CONCESSION PERFORMANCE RATING
DPR 531**

SAMPLE

CONCESSION PERFORMANCE EVALUATION

INSTRUCTIONS

The Concession Performance Evaluation form, DPR 531, is used to conduct concession performance evaluations. For assistance with completing this form, refer to the Concession Performance Evaluation Standards and Guidelines. In completing the DPR 531, note the following:

- Not all categories may apply.
- The OTHER category may be used for items required by contract but not already listed, such as Business Plan or Facility Development Plan.
- Some categories have higher point values.
- Some categories are scored only as COMPLIANCE/NONCOMPLIANCE.
- The rater must comment on any rating in which the concessionaire received a score other than SATISFACTORY OR COMPLIANCE.

To complete the form:

1. Add the points circled in each column and enter the total per column for each page.
2. Add the totals per column for page 1 and page 2, and enter where indicated.
3. Add the column totals for all categories together. Divide the sum by the maximum total points possible, then multiply by 100 to obtain the PERCENT RATING. (To obtain the maximum points possible, add the excellent and compliance points of the rated categories.)
4. Check whether the concessionaire received a rating of NONCOMPLIANCE/UNACCEPTABLE for any category rating. If so, the OVERALL RATING must be either NEEDS IMPROVEMENT or UNACCEPTABLE regardless of the PERCENT RATING.
5. If Item 4 above applies, proceed to Item 6. If not, check the appropriate OVERALL RATING based on the PERCENT RATING.
6. The employee conducting the evaluation signs the form as the rater, checks whether he/she has discussed the report with the concessionaire, and submits the report to the concessionaire.
7. The concessionaire reviews and signs the evaluation within 14 days of receipt, and submits the form to the District office for processing.

CONCESSION PERFORMANCE RATING

State of California - The Resources Agency
CALIFORNIA STATE PARKS

DISTRICT		PARK UNIT					DATE	
CONCESSIONAIRE		TYPE OF CONCESSION						
CATEGORIES		EXCELLENT (E)	SATISFACTORY (S)	NEEDS IMPROVEMENT (NI)	NONCOMPLIANCE/UNACCEPTABLE (NON)	COMPLIANCE (COM)	NOT APPLICABLE (NA)	COMMENTS
<i>Circle the appropriate points in each category. If category is not applicable, check not applicable (NA) box.</i>								<i>Explain items which are rated excellent, needs improvement or noncompliance/unacceptable. Make recommendations for correction for NI and NON rating. Attach additional sheets as necessary.</i>
ACCOUNTING	RENTAL PAYMENT	8	6	2	0			
	MONTHLY DPR 54 SUBMITTAL	4	3	1	0			
	ANNUAL DPR 86 SUBMITTAL	4	3	1	0			
	MAINTAINS REGISTER JOURNAL/\$ TRAIL				0	4		
	OTHER:				0	4		
BONDS/INSURANCE	PERFORMANCE BOND				0	4		
	LIABILITY INSURANCE				0	4		
	FIRE INSURANCE				0	4		
	AUTOMOBILE INSURANCE				0	4		
	OTHER:				0	4		
CONSTRUCTION	REQUIRED IMPROVEMENTS				0	4		
	TIME SCHEDULE				0	4		
	PAYMENT BOND				0	4		
	OTHER:				0	4		
USE OF PREMISES	OPERATING DAYS/HOURS	4	3	1	0			
	AUTHORIZED GOODS/SERVICES	4	3	1	0			
	APPROPRIATE SIGNAGE/ADVERTISING	4	3	1	0			
	OTHER:	4	3	1	0			
QUALITY ASSURANCE	GOODS	8	6	2	0			
	SERVICES	8	6	2	0			
	PRICES (COMPETITIVE/POSTED)	4	3	1	0			
	CUSTOMER SERVICE	8	6	2	0			
	OTHER:	4	3	1	0			
TOTAL POINTS PER COLUMN					0			
PAGE 1 ONLY								

]

CATEGORIES		E	S	NI	NON	COM	NA	COMMENTS
SAFETY	FIRE SAFETY/PREVENTION	4	3	1	0			
	GAS/ELECTRIC	4	3	1	0			
	GENERAL SAFETY	4	3	1	0			
	OTHER:	4	3	1	0			
FACILITY MAINTENANCE	INTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	INTERIOR - FACILITY MAINTENANCE	4	3	1	0			
	EXTERIOR - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	EXTERIOR - FACILITY MAINTENANCE	4	3	1	0			
	GROUNDS - HOUSEKEEPING/CLEANLINESS	4	3	1	0			
	GROUNDS - FACILITY MAINTENANCE	4	3	1	0			
	MAINTENANCE PLAN	4	3	1	0			
	OTHER:	4	3	1	0			
INTERPRETIVE PROGRAM <i>(When Applicable)</i>	COSTUMES	4	3	1	0			
	MERCHANDISE AND INTERPRETIVE PLAN	4	3	1	0			
	FURNISHINGS AND INTERPRETIVE PLAN	4	3	1	0			
	EVENTS/ACTIVITIES AND INTERPRETIVE PLAN	4	3	1	0			
	IMPLEMENTATION OF INTERPRETIVE PLAN	4	3	1	0			
	OTHER:	4	3	1	0			
TOTAL POINTS PER COLUMN <i>PAGE 2 ONLY</i>					0	0		
TOTAL POINTS PER COLUMN <i>PAGE 1 + PAGE 2</i>					0			
TOTAL POINTS RECEIVED FROM ALL CATEGORIES		MAXIMUM POINTS POSSIBLE FOR RATED CATEGORIES		PERCENT RATING		ARE THERE ANY NONCOMPLIANCE OR UNACCEPTABLE RATINGS IN ANY CATEGORY?*		
()		x 100 =		#DIV/0! <input type="checkbox"/> Yes <input type="checkbox"/> No		
OVERALL RATING (Based on percent rating)								
<input type="checkbox"/> EXCELLENT (90% to 100%) <input type="checkbox"/> SATISFACTORY (70% to 89%) <input type="checkbox"/> NEEDS IMPROVEMENT (60% to 69%) <input type="checkbox"/> UNACCEPTABLE (less than 60%)								
RATER'S SIGNATURE			TITLE		DATE		RATER DISCUSSED REPORT WITH CONCESSIONAIRE?	
							<input type="checkbox"/> Yes. Date: _____ <input type="checkbox"/> No	
In signing this report I do not necessarily agree with the conclusion of the rater.								
CONCESSIONAIRE'S SIGNATURE				TITLE		DATE		

***NOTE:** A rating of UNACCEPTABLE or NONCOMPLIANCE in any category will result in an overall rating of no higher than NEEDS IMPROVEMENT.

EXHIBIT “Q”

**CONCESSIONAIRE’S MONTHLY REPORT
OF OPERATION, DPR 54**

SAMPLE

FOR DEPARTMENT COMPLETION	
DISTRICT NO.	PARK UNIT NO. 436
ROC DOCUMENT NO.	

CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION

FOR THE MONTH OF _____, YEAR _____

(Instructions on reverse.)

NAME OF CONCESSION	
ADDRESS	CITY/STATE/ZIP CODE
DISTRICT Monterey District	PARK UNIT Asilomar SB & Conference Grounds

TYPE OF RECEIPT	GROSS RECEIPTS	NUMBER OF UNITS <i>(WHERE APPLICABLE)</i>	CUMULATIVE GROSS TO DATE <i>(CONTRACT YEAR)</i>	PERCENT RATE OR AMOUNT PER UNIT DUE STATE	AMOUNT DUE TO STATE
Conference Fees					
Food & NonAlcohol Beverage Sales					
Employee Meals					
Alcohol-Related Sales					
Lodging Rentals					
Equipment Rental					
Store Retail Sales					
SUBTOTALS					
ADJUSTMENTS <i>(EXPLAIN REASON ON REVERSE)</i>					
TOTAL DUE <i>(EXPLAIN REASON ON REVERSE)</i>					

PROGRAM SUPPORT, FACILITY ACCESS, FACILITY IMPROVEMENET ACCOUNTS	
THIS MONTH'S PROGRAM SUPPORT AMOUNT	CUMULATIVE PROGRAM SUPPORT ALLOCATION YEAR TO DATE
THIS MONTH'S FACILITY IMPROVEMENT AMOUNT	CUMULATIVE FACILITY IMPROVEMENT ACCOUNT TO DATE

SEASONAL CONCESSIONS	EXACT DATE YOU CEASED OPERATIONS	DATE YOU EXPECT TO RESUME OPERATIONS
-----------------------------	----------------------------------	--------------------------------------

(COMPLETE THIS SECTION IF APPLICABLE)

DECLARATION

I declare under penalty of perjury that the information on this form is accurate and complete to the best of my knowledge.

CONCESSIONAIRE'S SIGNATURE	PRINTED NAME	DATE
TITLE/POSITION	PHONE NO.	

EXHIBIT R – STD 21 DRUG FREE WORKPLACE CERTIFICATION

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 12/93)(CA ST PKS, EXCEL 4/9/1999)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.