LICENSE AGREEMENT BY AND BETWEEN THE
COUNTY OF SANTA CLARA, VALLEY MEDICAL CENTER,
AND VICTORIA TRAN’S CATERING SERVICES

This is a license agreement ("Agreement") by and between the County of Santa Clara, Valley Medical Center hereinafter referred to as "County," and Victoria Tran’s Catering Services hereinafter referred to as "Licensee."

The parties hereby agree as follows:

1. License Areas. County grants Licensee a license to access and use, for the purpose set forth herein and at the time and locations more particularly described in Exhibit A, a portion of County’s property at: (a) 751 South Bascom Avenue, San Jose and (b) 2325 Enborg Lane, San Jose, hereinafter referred to as "the license areas."

2. Purpose. The license areas shall be used by Licensee solely for the operation of a mobile food concessionaire service. Licensee shall operate its service in accordance with the location and time schedule detailed in Exhibit A attached hereto and incorporated by reference.

3. Term. This license agreement shall be for a term of five (5) years, commencing on May 1, 2007. It is understood, however, that either party shall have the right to terminate this Agreement on thirty days written notice.

4. License Fee. In return for the license, Licensee shall pay County a monthly license fee in the amount of Five Hundred Dollars ($500) per location, for a total of One Thousand Dollars ($1,000) per month. The license fee shall be paid, in advance, to Santa Clara Valley Medical Center in care of "Cafeteria Coffee Trust Fund." The license fee for each month shall be paid on or before the first of the month and shall be delivered to County. The license fee shall be delivered to the following location:

   County of Santa Clara
   Cashier’s Office
   Valley Medical Center
   751 South Bascom Avenue
   San Jose, CA 95128

5. Indemnification and Insurance. The insurance and indemnity provisions in Exhibit B are hereby incorporated into this Agreement by this reference.

6. Nature of Agreement. It is understood that this Agreement grants only a "license," and does not confer on Licensee an interest in real property. Nothing herein shall be considered as creating a partnership or joint venture between County and Licensee. No person performing any of the work or services described hereunder shall be considered an officer, servant or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of County.
7. **Possessory Interest Taxation.** In accepting this license, Licensee acknowledges that its interest in the premises may be subject to possessory interest taxation and that such taxation shall be Licensee's sole responsibility and shall not reduce any sum owing to County under the terms of this license agreement.

8. **Obey All Laws.** Licensee shall obey all applicable laws, rules, regulations, ordinances and statutes, whether local, state or federal, including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Licensee shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Licensee discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

9. **Maintenance.** Licensee shall maintain its food service equipment and the license areas in a good order and condition at all times. Licensee shall comply with all applicable requirements of the California Health and Safety Code and other applicable laws for food service facilities. Without limiting the Licensee's sole responsibility for complying with all applicable laws, in the event that any act or omission of the Licensee or its employees creates a significant health or safety risk, the County may close the food service at the licensee areas until such risk has been remedied by Licensee, to the County's satisfaction.

10. **Waiver.** The failure of County to insist upon the strict performance of any term, covenant, or condition of this license agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of its right to require strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any term, covenant or condition. The acceptance of a license fee or any other sum by County shall not be deemed a waiver of any breach of any term, covenant or condition of this license agreement.

11. **Non-Exclusive Agreement.** In accepting this Agreement, Licensee acknowledges and understands that this license is non-exclusive and that County shall have the right to enter into agreements with other parties for mobile food concessionaire services.
12. **Assignment.** The license shall not be transferred, sold or assigned, in whole or part.

13. **Notices.** All notices required to be given hereunder, or which either party may wish to give, shall be in writing and shall be served either by personal delivery or by certified or registered mail, postage prepaid, addressed as follows:

   (a) To County: County of Santa Clara  
       Santa Clara Valley Medical Center  
       751 South Bascom Avenue  
       San Jose, CA 95128 or to such other place as County may designate by written notice.

   (b) To Licensee:  
       Victoria Tran’s Catering Services  
       1724 Silver Glen Court, San Jose, CA 95121  
       or to such other place as Licensee may designate by written notice.

14. **Entire Agreement.** This Agreement constitutes the entire agreement by and between the parties relative to the license and the use of the license areas, and any prior or contemporaneous oral or written agreements by and between the parties or their agents and representatives relating to such license are hereby revoked and extinguished by this license agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**COUNTY OF SANTA CLARA**

By:  
Robin Roche, Interim Director  
Santa Clara Valley Medical Center

**LICENSEE**

By:  
Victoria Tran  
Manager/Owner  
Victoria Tran’s Catering Services

APPROVED AS TO FORM AND LEGALITY:

By:  
Martha Chase  
Deputy County Counsel

Date
# EXHIBIT A

## SCHEDULE OF OPERATIONS

**VALLEY MEDICAL CENTER**

<table>
<thead>
<tr>
<th>Days</th>
<th>Hours</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday - Saturday</td>
<td>1:30 AM – 2:30 AM</td>
<td>Emergency Entrance, VMC</td>
</tr>
<tr>
<td></td>
<td>1:30 PM – 2:30 PM</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7:00 PM – 9:00 PM</td>
<td></td>
</tr>
<tr>
<td>Monday - Friday</td>
<td>7:30 AM – 8:30 AM</td>
<td>Bradley and Enborg</td>
</tr>
<tr>
<td></td>
<td>12:00 PM – 1:00 PM</td>
<td></td>
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</tbody>
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