

**INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 753**

**AN ORDINANCE AUTHORIZING A LEASE FOR A CERTAIN PORTION OF THE COUNTY-OWNED GOLF COURSE COMMUNITY BUILDING TO 19<sup>TH</sup> HOLE SPORTS PUB LLC, A NEW MEXICO LIMITED LIABILITY COMPANY**

**WHEREAS**, the Incorporated County of Los Alamos (“County”) is the owner of the following described real estate in Los Alamos County, New Mexico (the “Property”), to-wit:

4,318-square foot restaurant located within the Los Alamos County Golf Course Clubhouse at 4250 Diamond Drive, Los Alamos, New Mexico 87544, as shown on Exhibit A of the Lease Agreement attached hereto as Attachment 1 and made a part hereof for all purposes.

**WHEREAS**, the current appraised fair market value of the Property has been determined by a qualified appraiser to be One Hundred Seven Thousand Nine Hundred Fifty Dollars (\$107,950.00); Twenty-Five Dollars (\$25.00) per square foot; and

**WHEREAS**, County issued a request for a Statement of Interest (SOI) on September 5, 2025, requesting proposals from qualified food service providers to provide a food and beverage operation at the Los Alamos County Golf Course clubhouse/community building, as described in the SOI (“Services”); and

**WHEREAS**, 19<sup>th</sup> Hole Sports Pub, LLC (“Lessee”) timely responded to the SOI by submitting a response dated October 10, 2025 (the “Response”); and

**WHEREAS**, based on the evaluation factors set out in the SOI, Lessee was the successful proposer for the Services; and

**WHEREAS**, County desires to lease the Property to Lessee for Eight Thousand Nine Hundred Ninety-Six Dollars (\$8,996.00) per month in accordance with the terms and conditions contained in the Lease Agreement, attached hereto as Attachment 1; and

**WHEREAS**, under the conditions expressed herein, the Council of the Incorporated County of Los Alamos wishes to enter into a private lease for the Property which is normally leased in the regular operations of this facility, in accordance with NMSA 1978, Section 3-54-1 (A), and this Ordinance is not subject to referendum as provided in such Section; and

**WHEREAS**, County, after publishing this Ordinance, wishes to lease the Property to Lessee pursuant to Los Alamos County Code Section 14-31(6).

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS:**

**Section 1.** The Property is hereby leased to Lessee, pursuant to the Lease Agreement attached hereto as Attachment 1, and subject to the terms and conditions contained therein.

**Section 2.** That the County Manager is authorized to enter into the Lease Agreement, attached hereto as Attachment 1 to this Ordinance. Further, the County Manager is hereby authorized to finalize and execute the Lease Agreement, and any other documents as may be

reasonably necessary to complete the transaction authorized herein provided that the documents shall be in a form acceptable to the County Attorney.

**Section 3.** This Ordinance shall be effective thirty (30) days after the publication of the notice of its adoption.

**Section 4. Severability.** Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 5. Repealer.** All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

**PASSED AND ADOPTED** this 31<sup>st</sup> day of March 2026.

**COUNCIL OF THE INCORPORATED COUNTY  
OF LOS ALAMOS**

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**Randall T. Ryti,  
Council Chair**

**ATTEST:**

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**Michael D. Redondo,  
Los Alamos County Clerk**



**INCORPORATED COUNTY OF LOS ALAMOS  
LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "Agreement" or "Lease") is entered into by and between the Incorporated County of Los Alamos, an incorporated county of the State of New Mexico ("County"), and 19th Hole Sports Pub, LLC, a New Mexico limited liability company ("Lessee"), collectively (the "Parties"), to be effective for all purposes June 1, 2026 (the "Effective Date").

**WHEREAS**, County issued a request for a Statement of Interest (the "SOI") on September 5, 2025, requesting proposals for a Golf Course Food Service Provider as described in the SOI; and

**WHEREAS**, Lessee timely responded to the SOI by submitting a proposal dated October 10, 2025; and

**WHEREAS**, based on the evaluation factors set out in the SOI, Lessee was the successful offeror for the services.

**NOW, THEREFORE**, in consideration of the premises and the covenants contained herein, the Parties agree as follows:

**SECTION A. PROPERTY LEASED.**

1. In return for the consideration described herein, to be paid by the Lessee, and the terms and conditions set out herein, County hereby leases unto Lessee, the following described space within the Los Alamos Golf Course Building, to wit:

The property leased consists of approximately 4,318-square-feet of leased space, more fully shown on the site plan and floor plan, attached hereto and incorporated herein for all purposes as Exhibit A ("Leased Premises" or "Premises"), at the County owned property known as the Los Alamos Golf Course ("Golf Course"), located at 4250 Diamond Drive, Los Alamos, New Mexico 87544.

2. The Leased Premises shall include Lessee's use and access to common areas as shown in Exhibit A, and Lessee's exclusive use of the Leased Premises and County-owned kitchen equipment and restaurant furnishings, fixtures, and equipment ("FFE") attached hereto and incorporated herein for all purposes as Exhibit B. Upon mutual agreement of the Parties, Exhibit B may be modified from time to time when necessary to accurately reflect any change(s) in the FFE; any such modifications to Exhibit B shall be incorporated herein for all purposes.
3. Lessee acknowledges that the Lease for the Leased Premises is "as is" and any improvement(s), modification(s), etc. which Lessee wishes to make shall be Lessee's sole

cost and in accordance with Section G. below. Notwithstanding the forgoing, the Parties agree that the “as-is” condition of the FFE shall be determined through a walkthrough of the Leased Premises following the completion of the County Site Improvements listed on Exhibit D hereto, during which County shall demonstrate the working order of all fixtures. The condition of the FFE shall be documented and agreed upon by both Parties at that time. County shall complete the agreed-upon Site Improvements, as listed in Exhibit D attached hereto and made a part hereof for all purposes, by the Effective Date of the Lease, unless otherwise mutually agreed.

**SECTION B. TERM:**

1. The term of this Agreement shall commence on June 1, 2026, and shall continue through May 31, 2031, unless extended or sooner terminated, as provided herein. This Agreement does not automatically renew; it automatically terminates on the Lease expiration or termination date, unless otherwise extended as provided herein.
2. Mutually Agreed-Upon Renewal Option. In accordance with the procedures outlined below, this Agreement may be renewed for up to two (2) additional five (5) year terms and shall be renegotiated based upon a new appraisal, paid for by County, at the then current market rate. Should either party request to renew this Agreement, as provided above, such party shall do so by providing written notice of the request to the other party no sooner than one (1) year and no later than six (6) months prior to the expiration of the current term. If notice is not given in the manner provided herein within the time specified, or if the Parties do not mutually agree upon renewal terms, then this option to renew shall lapse and expire.
3. Surrender. Lessee, at its expense, at the expiration of the Term or any earlier termination of this Lease, shall:
  - a) promptly surrender to County possession of the Leased Premises (including all FFE and other improvements owned by County) in good order, repair (ordinary wear and tear excepted), and clean; and
  - b) remove Lessee’s furniture, apparatus, trade fixtures, machinery, and equipment (hereinafter collectively “Lessee’s Equipment) and all inventory, signs, goods, and effects used in conducting Lessee’s Services which are neither part of the Leased Premises nor owned by County; and
  - c) repair all damage caused by such removal, normal wear and tear excepted.
4. Holding Over. Any holdover by Lessee past the date of expiration or termination date, shall be at a daily rate of Three Hundred Ten Dollars (\$310.00) per calendar day. The imposition and collection of this holdover charge does not affect the right of County to require immediate vacating of Premise(s) or the right to seize any property of Lessee remaining thereon.

## SECTION C. RENT:

1. Rent. Lessee shall pay County EIGHT THOUSAND NINE HUNDRED NINETY-SIX DOLLARS (\$8,996.00) per month ("Rent") without any deduction, recoupment, set-off or counterclaim, except as may be provided herein. Rent shall include refuse service, including grease/oil disposal. Lessee shall be responsible and pay for all other utilities (the "Lessee Utilities"), separate from Rent.

The Rent for any Lease year shall be due and payable to County in twelve (12) consecutive, equal monthly installments, in advance, without deduction, offset, prior notice or demand, on the first (1st) day of each calendar month during such Lease year, at the address set forth in Section K (16), or at such other place or to such other person as County may from time to time designate by providing written notice hereunder.

The Rent for the first full calendar month of the term shall be due and payable upon execution of the Agreement. If the term commences or terminates on a day other than the first day of a calendar month, then the Rent for said partial month shall be prorated on a per diem basis (based on a 30-day month) and shall be paid in full on the first day of such partial month in which the Term commences. All payments shall be made in lawful money of the United States of America.

2. Rent Taxes. Lessee shall pay any rent tax, sales tax, gross receipts tax, excise tax, service tax, transfer tax, value added tax, personal property tax, real property tax or any other applicable tax (whether or not such tax exists on the Effective Date or is hereinafter enacted) directly or indirectly on the Rent, Leased Premises, Lessee Utilities or Services contemplated herein or otherwise respecting this Agreement. Lessee shall also pay, prior to the time the same shall become delinquent or payable with penalty, all taxes imposed on Lessee's Equipment.
3. Late Payment. A late fee of 1.5% of the amount past due shall be imposed if Rent is not received on or before the above-described due date. In the event Lessee is more than ten (10) days late past a due date for Rent payment, County may, in County's sole option, provide notice of Event of Default to Lessee, in accordance with Section I below. If Lessee fails to cure the Event of Default as provided in Section I, County may, in its sole option, pursue any remedies outlined in Section I(1)(b).
4. Damage/Security Deposit. Lessee shall provide Five Thousand Dollars (\$5,000.00) as a security deposit upon the Effective Date of this Agreement. The security deposit shall be held by County without liability for interest and as a security for the fulfillment of the Services, responsibilities, and obligations under this Agreement; it being expressly understood that the security deposit shall not be considered an advance payment of rent or a measure of Lessee's liability for damages in case of default. County agrees that it shall not draw on the security deposit except to the extent necessary to cure a default beyond applicable notice and cure periods of Lessee stated herein. To the extent County

has not applied the security deposit on account of failure of Lessee to comply with its responsibilities and obligations under this Agreement, the security deposit shall be returned, without interest, to Lessee within thirty (30) days after the termination or expiration of this Agreement. County shall provide a full accounting of the security deposit to Lessee within ten (10) days of request at any time during the Term and a final accounting shall be provided by County to Lessee within thirty (30) days of the termination or expiration of this Agreement.

#### **SECTION D. OTHER FINANCIAL RESPONSIBILITIES.**

##### **1. Utilities.**

- a) Unless expressly provided for in this Agreement, Lessee shall pay for all gas, electric, grease/oil disposal, (County maintains grease trap), telephone, internet service, cable television, other telecommunications, and other utilities supplied to the Leased Premises together with any fees, surcharges and taxes thereon. If any such utility is not separately metered to Lessee, Lessee shall pay a pro rata portion (to be determined by County) of all charges of such utility jointly metered or, in the alternative, County may, at its option, monitor the usage of such utilities by Lessee and charge Lessee with the cost of purchasing, installing and monitoring such metering equipment, which cost shall be paid by Lessee on terms agreed upon by the parties.
- b) Lessee shall not, without County's prior written consent, use any device on the Leased Premises (including, without limitation, data processing machines) that will in any way increase the amount of ventilation, air exchange, gas, steam, electricity or water beyond the existing capacity of the Leased Premises.
- c) County reserves the right to stop service of the plumbing, ventilation, air conditioning and electric systems, when County deems necessary or desirable, due to accident, emergency or the need to make repairs, alterations or improvements, until such repairs, alterations or improvements shall have been completed, and County shall further have no responsibility or liability for failure to supply plumbing, ventilation, air conditioning or electric service when prevented from doing so by accident, emergency or the need to make repairs, alterations or improvements or Force Majeure; provided, however, that County shall (i) as soon as practicable, inform the Lessee with a reasonable level of detail of the emergency preventing the provision of such service(s), and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume delivery of such service(s) with all possible speed and County shall continue to use its best efforts to recommence delivery of service(s) whenever and to whatever extent possible without delay. County acknowledges that any stop in service of plumbing, hot water, ventilation, gas, or electric systems (the "Critical Utility Services") may require Lessee to cease business operations for the duration of any stoppage in accordance with state and local laws and regulations, including but not limited to food safety standards. Without limiting the foregoing, it is expressly understood and agreed that any covenants on County's part to furnish any service pursuant to any of the terms, covenants, conditions, provisions or agreements of this

Lease, or to perform any act or thing for the benefit of Lessee, shall not be deemed breached if County is unable to furnish or perform the same due to an accident, or emergency, or the need to make repairs, alterations or improvements or if caused by Force Majeure; provided, however, that County promptly undertakes efforts to resume such service(s) as provided herein. In the event Critical Utility Services are interrupted for more than twenty-four (24) consecutive hours due to accident or emergency, upon mutual agreement of the Parties, Lessee may rebate the pro rata portion of the Rent for the duration of the period it is unable to operate its business in accordance with state and local laws and regulations, including but not limited to food safety standards.

d) In the event County finds it necessary to make repairs, alterations or improvements, which would cause the cessation in service of the Critical Utility Services, as reasonably possible, County shall notify Lessee regarding the scheduled work to be done within two (2) business days of the determination of such need, but in no event less than fourteen (14) days prior to the scheduled work, unless otherwise agreed to by the Parties. In the case of an emergency, as solely determined by County, County will use its best efforts to provide notice to Lessee as soon as possible of the necessity and timeline to make repairs, alterations or improvements. County shall include in the notice to Lessee the potential and/or actual impact on the Critical Utility Services and the schedule for such work. To the extent possible, County shall reasonably adjust the schedule of such work in consultation with Lessee to minimize the impact on Lessee's business operations. Upon mutual agreement, County will abate Rent by an agreed upon pro rata portion during which Lessee's business operations at the Leased Premises must cease due to County's repairs, alterations or improvements.

2. Insurance. Lessee shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Lessee shall assure that all subcontractors providing the Services as defined in Section E herein or engaged to make alterations or improvements under Section G (5) herein maintain like insurance. Lessee shall not provide any Services under this Agreement unless and until Lessee has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Lessee has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured and provide that County be notified no less than thirty (30) days in advance of cancellation.

a) General Liability Insurance: One Million Dollars (\$1,000,000.00) combined single limit per occurrence.

b) Workers' Compensation: In an amount as may be required by law. County may immediately terminate this Agreement if Lessee fails to comply with the Worker's Compensation Act and applicable rules when required to do so.

- c) Automobile Liability Insurance for Lessee and its Employees: An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

3. Security.

- a) Lessee acknowledges and agrees that security of Leased Premises and all associated costs are solely the responsibility of Lessee. Lessee shall be responsible for the security of the Leased Premises. Lessee shall ensure that adequate insurance and protective measures are taken to protect Lessee's property, as well as the property of County located within the Leased Premises. It is specifically agreed that the County assumes no responsibility for the security of Lessee's property or Leased Premises.
- b) County shall be responsible for security and taking adequate protective measures to protect all portions of the Golf Course except for the Leased Premises, which includes but is not limited to the Golf Pro Shop, Restrooms, County storage areas, and outdoor patio and common areas.

4. Lessee is responsible for the installation, maintenance, and all costs associated with its Point of Sale (POS) system.

**SECTION E. PERMITTED USE, SERVICE EXPECTATIONS AND COMPLIANCE.**

1. During the Lease term, Lessee shall adhere to the following permitted uses, meet the service expectations and maintain compliance with applicable law, regulation and County policies:
- a) Permitted Use; Permitted Name. Lessee shall not undertake any activity which interferes with the operation of the Golf Course. Lessee shall lease the Leased Premises to operate a food and beverage restaurant and provide catering and banquet services for tournaments, special events, and functions ("Services").
  - b) During the golf season, Lessee shall provide food and beverage service at similar times as the operating hours of the Golf Course, as approved in advance by the County. Any changes to Lessee's normal operating hours must be proposed in writing and are subject to prior written approval by the County contract manager or designee. It is understood by the parties that due to causes out of Lessee's control, business operations, or necessity, from time to time the restaurant may be closed. Such causes may include supply chain disruptions, staffing shortages, public health or safety concerns, weather events, Force Majeure, governmental orders, emergencies, or other circumstances that make continued operation impracticable or unsafe. Lessee will use its best efforts to reopen within twenty-four (24) hours after the closure, or to the extent reasonably possible under the circumstances, and to minimize disruption to food and beverage services during the golf season.
  - c) Lessee shall use its best efforts to ensure that its entire workforce is courteous to members of the public encountered while providing Services under this Agreement.

Lessee shall demonstrate awareness of the needs of golfers, the community, and the various constituencies that the Leased Premises serves.

- d) Lessee shall provide food, non-alcoholic beverages, and alcoholic beverages (including beer, wine, and spirits) to the public, as appropriate, at the restaurant and through the Beverage Cart service, as further described in Sections E (5) and (6) and Section F and Section G (14) herein.
  - e) Lessee shall offer a varied menu consisting of breakfast, lunch, snacks, and dinner meals, competitively priced with other similar golf courses and local food establishments in the market in a manner that ensures a high-level of services and quality to both golfers and non-golfers.
  - f) Lessee shall reach out to the community through effective marketing and advertising, including electronic marketing and communication with the public (i.e. social media). Lessee shall provide a dedicated website and professional email address for the Services.
  - g) Lessee shall use the Leased Premises only for the Services in accordance with the terms and conditions provided herein. Lessee shall not use the Leased Premises for the sale of any products not normally associated with such use. Lessee shall operate the Leased Premises under only the name 19<sup>th</sup> Hole Sports Pub.
  - h) Lessee and County, through its designated representative, shall work co-operatively in all facets of planning and executing golf tournaments, including those sponsored by the County and by outside groups to ensure the best experience for golfers as well as members of the general public.
2. Compliance with Laws. During the Lease term, Lessee, at its sole expense, in its use and possession of the Leased Premises, shall:
- a) Comply with all rules and regulations of the New Mexico Department of Health, New Mexico Environmental Department, Liquor Licensing, and all applicable laws and ordinances of the State of New Mexico and the Incorporated County of Los Alamos, including health and safety codes;
  - b) Ensure that all food and beverages offered for sale are subject to inspection by the appropriate government agencies, as necessary;
  - c) Possess a current Los Alamos County Business License and CRS Number. Copies shall be submitted to County within thirty (30) days of the effective date of this Agreement;
  - d) Obtain and maintain, at its own expense, all required permits and licenses, except as otherwise provided herein; and
  - e) Keep in force at all times all licenses and permits necessary for the lawful use of the Leased Premises for the Services.

3. Parking. Lessee shall have, on a limited and shared, first-come, first-served basis, loading dock access for temporary loading and unloading. All of Lessee's employees shall park in the western overflow parking lot, weather permitting, as noted on Exhibit C.
4. Signage. Lessee shall place Lessee's business name and/or logo on County's monument sign, subject to County's reasonable approval as to content, size and location. Lessee's signage on County's monument sign shall be at the cost of Lessee. Except as otherwise provided herein, Lessee shall have no right to place or erect signs upon the Leased Premises unless County has given its express, written consent thereto, which consent may be withheld for any reason or for no reason. Lessee shall be permitted to place its business name on the glass portion of the entry door to the Leased Premises, which may be illuminated upon receiving County's consent, which shall not be unreasonably withheld. Lessee's sign at the entry of the Leased Premises is subject to County's approval as to location, size, shape, content and materials, which approval shall not be unreasonably withheld.
5. County's Governmental Liquor License. Lessee shall be eligible to use and operate under the County's Governmental Liquor License ("Liquor License") located at the Golf Course at no additional cost, except as expressly provided below. If Lessee chooses to use the Liquor License, the following shall apply:
  - a) Lessee shall use the Liquor License for the sole purpose of serving beer, wine, and spirits on the Leased Premises and Golf Course in conjunction with its food service business only within the areas designated in County's application for the license ("Authorized Area"), as shown in Exhibit C, attached hereto and made a part of for all purposes.
  - b) Beer, wine and spirits shall be sold and dispensed only by trained and certified alcohol servers and only during hours and at locations consistent with the Liquor License conditions.
  - c) Lessee shall be responsible for the annual cost of licensure application and renewal. Lessee shall assist County in preparing applications and supporting documents to renew both County and State Liquor Licenses.
  - d) Lessee agrees to indemnify, defend, and hold harmless County from any claims arising out of Lessee's use and operation of County's Governmental Liquor License.
6. Should Lessee choose to provide its own full liquor license, it shall do so at no cost to County, and under the following conditions:
  - a) Beer, wine, and spirits may be sold and dispensed by trained and certified alcohol servers and only during hours and under conditions permitted by Lessee's own on-premise liquor license, or a special event permit as applicable.
  - b) Lessee agrees to indemnify, defend, and hold harmless County from any claims arising out of Lessee's use and operation of its own liquor license.

7. Liens. Lessee shall not create or permit to be created, and if created shall immediately discharge or have released, any mechanics' or materialmen's lien arising during the Lease term and affecting any or all of the Leased Premises, and Lessee shall not permit any other matter whereby County's rights and interest in any or all of the Leased Premises or the Golf Course might be impaired. Lessee shall defend, indemnify and hold harmless County against and from any and all liability, claim of liability or expense (including but not limited to that of reasonable attorneys' fees) incurred by County on account of any such lien or claim.

#### **SECTION F. LESSEE'S SERVICES.**

Lessee shall provide its Services in accordance with the following:

1. Lessee shall use its best efforts to provide staffing at all times, including during seasonal demand and special events.
2. Lessee shall use its best efforts to ensure all staff are trained to provide quality customer service and shall be capable of preparing and serving food and drink in compliance with New Mexico Environmental Department standards.
3. Lessee shall employ staff that is certified by the State of New Mexico to serve alcohol.
4. Lessee shall be responsible for initiating, maintaining, and supervising all safety precaution measures in connection with its Services.
5. Lessee shall operate County's mobile food and beverage cart(s) as provided in Section G (14) below. County shall provide Lessee at no additional cost with the mobile food and beverage cart(s) in good working order in accordance with Section G. County shall not be liable for any loss of revenue, profits, or consequential damages incurred by Lessee arising out of or related to repairs, maintenance, or downtime of the mobile food and beverage cart(s).
6. Lessee shall meet with the Golf Course Manager as needed, but at least once a month, to collaborate regarding how golf course operations and Lessee's operations shall most benefit the patrons of the golf course and the general public.
7. Lessee shall report to the Golf Course Manager and Community Services Department, Contract Manager, or designee within twenty-four (24) hours of any unusual condition that has occurred or is anticipated, including significant customer complaints, key staff changes, legal action, and other relevant matters affecting the Services or Leased Premises.

#### **SECTION G. USE AND MAINTENANCE OF LEASED PREMISES AND COUNTY PROPERTY**

1. The Leased Premises. County shall provide Lessee:
  - a) Exclusive Use of dry and cold storage, preparation areas, cooking, serving, and dining areas in structurally sound and suitable condition for the Services.

- b) Exclusive use of kitchen equipment and furnishings provided by County, as detailed in Exhibit B.
2. General Maintenance. As provided herein, Lessee shall, at its sole cost, keep the Leased Premises, FFE, and all improvements in a clean, sanitary, and orderly condition at all times.
  3. Opening/closing of the Leased Premises coordination occurs daily. The first party to arrive at the Leased Premises and Golf Course shall be responsible for unlocking the public restrooms. The last party to leave shall be responsible for securing building. Both Parties agree that non-public doors shall remain locked.
  4. Lessee shall keep and maintain the following cleanliness standards:
    - a) Lessee agrees to regularly inspect the FFE at the Leased Premises to ensure they are in safe and proper working order. Lessee shall handle the regular cleaning of FFE, including the hood system and includes all cooking production equipment, fixtures, and furniture within the Leased Premises. County shall be responsible for cleaning all grease traps at least twice each year. All FFE shall be inventoried, tested and verified to be in acceptable operating condition at the start of Lessee's operations. During the term of the Agreement, all FFE shall be kept clean, operated properly, and show no signs of visual or structural damage other than normal wear and tear. If FFE requires repairs, Lessee shall immediately notify County and allow County review and inspection to determine the appropriate solution. Repairs shall be the responsibility of County, except in instances of negligence or abuse by Lessee, as determined by County; in such cases, repair costs shall be paid to County by Lessee. The Leased Premises shall be kept clean, orderly, and sanitary by Lessee at all times, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Tables and chairs within the Leased Premises shall be cleaned as frequently as deemed necessary.
    - b) Lessee shall ensure the Leased Premises carpeted areas shall be vacuumed daily, and non-carpeted areas shall be swept and mopped daily, and more frequently if needed. On at least a semi-annual basis, the flooring within the Leased Premises shall be shampooed or steam cleaned as required for carpeted and tiled areas by Lessee.
    - c) Trash containers within the Leased Premises shall be emptied by Lessee on a regular basis. Refuse shall not be kept overnight in the Leased Premises. Refuse shall be placed in the dumpsters.
    - d) During Lessee's operating hours, Lessee shall be responsible for the cleanliness of the restrooms.
    - e) County shall not be responsible for the security of Lessee's Equipment, operating supplies, or funds.

## 5. Alterations and Improvements.

- a) Lessee shall not make any alteration, improvement or addition (collectively “Alterations”) to the Leased Premises without County approval, except as provided in this Section G (5).
- b) Request for Alterations by Lessee which require County approval and a permit must (i) include plans, drawn and sealed by a licensed design professional of a reasonable scale, if applicable, or amount of detail to clarify the work to be done with specifications to County, and obtain County’s written consent thereto and (ii) obtain any and all governmental permits or approvals for such Alterations, which are required by applicable law. If the plans for Alterations are approved by County, including but not limited to approval by the County’s Chief Building Official, state Construction Industries Division, County Fire Marshal and any other regulatory body, all work must be performed in a good and workmanlike manner in compliance with all applicable codes, rules, regulations and ordinances, and all persons, contractors, tradesman or workman performing such improvements or alteration work shall be a licensed tradesman for the type of work they are doing on the Leased Premises, evidence of which shall be submitted to County prior to the commencement of the work. Alterations shall become County property upon the expiration or termination or expiration of the Lease.
- c) Lessee shall not make any Alterations to any of the foundations, perimeter or load bearing walls, or roof structure, other than minor repairs or alterations made in the ordinary course of Lessee’s business which do not impair the structural strength or electrical/gas systems, without obtaining the prior written consent of County. Notwithstanding the foregoing, Lessee may install its equipment—limited to items normally used in a restaurant—provided such installation does not require a permit and does not impair structural strength. For example, Lessee shall be permitted to install and hang picture frames/artwork, without County consent, but Lessee shall not be permitted to install television mounts and televisions unless and until County approves of location and structural integrity of mount, television and location. Lessee shall remove Lesse’s Equipment prior to the end of the term, and Lessee shall repair and restore any damage to the Leased Premises caused by such installation or removal of Lesse’s Equipment, normal wear and tear excepted.
- d) Lessee shall restore the Leased Premises to its condition immediately before such Alterations were made, free of Lessee’s Equipment, normal wear and tear excluded, by no later than the date on which Lessee vacates the Leased Premises or the termination date, whichever is earlier, with the exception of all County-approved permanent Alterations.
- e) Lessee, at its own expense, shall repair promptly any damage to the Leased Premises caused by bringing therein any property for its use, or by the installation

or removal of such Alterations, unless such damage is caused by the County and excepting normal wear and tear.

- f) All costs associated with such Alterations, including permits and fees, shall be the sole responsibility of Lessee.
6. Maintenance. Lessee shall report maintenance needs to County in writing. County will evaluate the request and determine need or subsequent action. County may perform the maintenance work or utilize contractors or service providers to perform. A written response for non-emergency maintenance requests shall be provided by County within ten (10) working days indicating need, scope, timing, and cost arrangements. County and Lessee shall respond promptly to all maintenance issues to ensure the continued safety and habitability of the Premises.
  7. Emergency Maintenance. Lessee shall report all emergency maintenance issues (e.g., leaks, electrical/plumbing failure) immediately to the Golf Course Manager and Contract Manager during county business hours (8:00 a.m. – 5:00 p.m., Monday through Friday) or to County Dispatch at (505)662-8222 after county business hours.
  8. Maintenance Responsibilities
    - a) Shared Indoor Areas: County shall maintain shared indoor areas Monday–Friday and weekends (generally before 8:00 a.m.). These include public restrooms, main entry, corridors to the restaurant, outdoor patio and Multi-Function Community Room. Lessee shall clean Shared Indoor Areas as needed during Lessee’s operating hours. Lessee shall clean and restock restrooms daily after restaurant closure and share responsibility for cleaning the Multi-Functional Community Room and service entry. Areas of Lessee’s responsibility are defined in Exhibit A.
    - b) Shared Outdoor Areas: Both Parties shall inspect and maintain cleanliness daily, including trash removal. Lessee shall be responsible for clearing (bussing) all outdoor tables used by customers who purchase food or beverage from Lessee. County shall be responsible for the general cleanliness and maintenance of all other outdoor tables not used by Lessee’s customers.
    - c) Lessee shall be responsible for operating the seasonal and/or temporary patio enclosures and heat sources to ensure they remain in good working condition.
    - d) Planter pots and landscaping shall be maintained by County’s Golf Course staff.
    - e) Janitorial Room: Shared janitorial room shall have clearly marked shelving for the storage of supplies for both County and Lessee. County shall provide common-use supplies (e.g., toilet paper, paper towels). Lessee is responsible for supplies for use in the Leased Premises. Neither party may use supplies designated for the other. The parties shall ensure materials are stored in a safe manner.
  9. Incident Reporting. Accidents on the Premises must be reported to County Golf Course staff. County Golf Course staff shall complete the LAC Recreation Participant Accident/Incident Report Form. If County Golf Course staff are unavailable, Lessee shall

complete and submit the form to County Golf Course staff no later than the next business day.

10. Lessee's use of the Leased Premises shall not exceed the occupancy limits, as set by the Fire Marshal.
11. No Smoking. Smoking is prohibited within twenty-five (25) feet of entrances, windows, or ventilation of the Premises. The only designated smoking area near the Premises is the picnic table near the utility building (southwest corner). County shall be responsible for maintaining the only designated smoking area; staff from both Parties are responsible for cleanliness.
12. Snow and Ice Removal. The Golf Course parking lot is included in County's Snow and Ice Removal Plan. Service occurs in accordance with the County's Snow and Ice Removal Plan.
13. Food and Beverage Policy. No outside food or drink shall be allowed in the Leased Premises, unless prior written approval is obtained from Lessee.
14. Beverage Cart Operations. The Beverage Cart shall be utilized by Lessee during established Beverage Cart Hours while the Golf Course is open to enhance the customer's experience through competent beverage service (including alcohol) delivered in a professional manner on the Golf Course. At a minimum, the Beverage Cart shall be operated on Fridays, Saturdays, and Sundays from 10:00 a.m. to 5:00 p.m. while the Golf Course is open, and during all scheduled tournaments and holidays. Including these required times, the Beverage Cart shall be operated no less than fifty percent (50%) of the open days of the golf season. Required days of Beverage Cart operations shall be reduced by any day(s) for which County does not provide an operational or well-maintained Beverage Cart. Lessee shall:
  - a) Keep a clean and properly stocked Beverage Cart.
  - b) Practice safety and courtesy at all times.
  - c) When not secured in storage, never leave the Beverage Cart unattended.
  - d) Provide beverage service in a manner consistent with all applicable laws and licenses.
  - e) Refuel, at Lessee's cost, the Beverage Cart using County's facility as needed.
  - f) Immediately report any damage or issue associated with the Beverage Cart to Golf Course Manager and document on the Daily Vehicle Damage Forms which shall be completed, signed, and submitted to the Golf Course Manager immediately.
  - g) The Beverage Cart shall be parked as directed by County.
  - h) Maintain the Beverage Cart in working order. Lessee shall immediately notify Lessor if and when maintenance of the Beverage Cart is necessary. Lessee shall keep the Beverage Cart in clean, sanitary, and orderly condition at all times. Lessee shall not alter, modify, or make any unauthorized repairs. All maintenance and repairs shall be performed exclusively by the County. Lessee shall bear all

costs of repair or replacement resulting from damage, misuse, or negligence by Lessee or its employees, agents, or contractors. In the event of such damage, the cost of repairs shall be charged to Lessee. County shall bear the cost of repairs only in cases where damage results solely from County's own negligence, misuse, or normal wear and tear.

15. Multi-Functional Community Room. County maintains all rights and access to the Multi-Functional Community Room which is subject to reservations and use pursuant to County Policy 1735. Should Lessee desire to use the Multi-Functional Community Room, Lessee shall request such use through the County Public Works reservation office and it shall be at the rate established pursuant to Policy 1735: USE AND RENTAL OF COUNTY FACILITIES/LANDS. Lessee shall have access to the daily calendar of usage for the Multi-Functional Community Room via the County's website. In the event there are no reservations for the Multi-Functional Community Room shown on the County's website, and the County Public Works reservation office is not available, Lessee may make use of the Multi-Functional Community Room and complete and submit the reservation to County Public Works reservation office staff no later than the next business day. Lessee's use shall be subject to the fee set for room reservation set by County and Lessee shall be responsible for cleaning the Multi-Functional Community Room after such use.

16. Outdoor Patio. Lessee may reserve the outdoor patio(s) space for the exclusive use of its guests as part of events, including but not limited to weddings or tournaments, by notifying the Golf Course Manager at least two (2) days in advance of such event.

#### **SECTION H. COUNTY'S RIGHT OF INSPECTION.**

1. County and its authorized representatives shall be entitled to enter the Premises at any reasonable time during Lessee's usual business hours, regardless if the restaurant is open or closed, and after giving Lessee at least twenty-four (24) hours' oral or written notice thereof to inspect the Premises, to make any repair thereto and/ or to take any other action therein which County is permitted to take by this Lease or applicable law (provided, that in any situation in which, due to an emergency or otherwise, County reasonably believes the physical condition of the Premises would be unreasonably jeopardized unless County were to take such action immediately, County shall not be required to give such notice to Lessee and may enter the same at any time), or to exhibit the Premises, provided that in doing so County and each such invitee observes all reasonable safety standards and procedures which Lessee may require and shall not unreasonably interfere with Lessee's business operations. Nothing in this Section H shall be deemed to impose any duty on County to make any such repair or take any such action, and County's performance thereof shall not constitute a waiver of County's right hereunder to have Lessee perform such work. County shall not in any event be liable to Lessee for any inconvenience, annoyance, disturbance, loss of business or other damage sustained by Lessee by reason of the making of such repairs, the taking of such action or the bringing of materials, supplies and equipment upon the Premises during the course thereof, and Lessee's obligations under this Lease shall not be affected.

## **SECTION I. DEFAULTS AND REMEDIES.**

### **1. Default by Lessee.**

a) Lessee's "Event of Default" Defined. Any one or more of the following events shall constitute a default under the terms of this Lease ("Event of Default"):

- i. The failure of Lessee to pay any Rent or other sum of money due hereunder to County, within ten (10) days after the same is due;
- ii. The sale or assignment of Lessee's interest in the Leased Premises without County's prior written approval;
- iii. The filing of a petition proposing the adjudication of Lessee as a bankrupt or insolvent, or the reorganization of Lessee, or an arrangement by Lessee with its creditors, whether pursuant to the Federal Bankruptcy Act or any similar federal or state proceeding, unless such petition is filed by a party other than Lessee and is withdrawn or dismissed within ninety (90) days after the date of its filing;
- iv. The admission in writing by Lessee of its inability to pay its debts when due;
- v. The appointment of a receiver or trustee for the business of Lessee, unless such appointment is vacated within ninety (90) days of its entry;
- vi. The making by Lessee of an assignment of this Lease or any term or condition thereof;
- vii. A default by Lessee in the performance or observance of any term or condition of this Lease to be performed or observed by Lessee (other than as set forth in clauses (i) through (vi) above), which default is not cured within thirty (30) days after the giving of written notice thereof by County, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which event such Event of Default shall be deemed to have been cured if Lessee institutes a County-approved cure within the thirty (30) day period and thereafter diligently and continuously prosecutes the curing of the same until completion, but such cure period shall not exceed ninety (90) days unless such additional period is reasonably required to correct the same; provided, however, that if Lessee defaults in the performance of any such covenant or agreement more than two (2) times during the Term of this Lease, then notwithstanding that such defaults have each been cured by Lessee, any further defaults shall be deemed an Event of Default without the ability to cure; or
- viii. The vacating or abandonment of the Leased Premises by Lessee at any time during the Term.

b) County's Remedies. Upon the occurrence of any Lessee Event of Default, County shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- i. Terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to County, and if Lessee fails to do so, County may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages; and County may recover all applicable

damages to the Leased Premises and compensation from Lessee. All personal property located on said Premises shall be held by County to satisfy any unpaid amount(s). Any excess amount(s), after deducting all amount(s) dues, shall be paid over to Lessee. County shall be held harmless for any damage or injury to property of Lessee held by County pursuant to these provisions.

- ii. Enter upon and take possession of the Premises and expel or remove Lessee and other persons who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages, and relet the Premises, as Lessee's agent, and receive the rent therefor; and Lessee agrees to pay County on demand any deficiency that may arise by reason of such reletting; or
- iii. Enter upon the Premises, without being liable to prosecution or for any claim for damages and do whatever Lessee is obligated to do under the terms of this Lease; and Lessee agrees to reimburse County on demand for any reasonable and necessary expenses which County may incur in thus effecting compliance with Lessee's obligations hereunder.
- iv. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to County hereunder or of any damage accruing to County by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by County to enforce the remedies herein provided upon the occurrence of a Lessee Event of Default shall not be deemed or construed to constitute a waiver of such default.

## 2. Default by County.

- a) County's "Event of Default." A default by County in the performance or observance of any term or condition of this Lease to be performed or observed by County, which is not cured within thirty (30) days, or such additional period as may be reasonably required to correct the same, after receipt of written notice from Lessee, may be declared by Lessee as an "Event of Default", and notice of such "Event of Default" shall be provided to County by Lessee.
- b) Remedies of Lessee. Upon the occurrence of County's failure to cure an Event of Default as provided in Section I (2)(a) above, and prior to any remedy being sought by Lessee, Lessee shall initiate the Dispute Resolution process outlined in Section J below. If no agreeable resolution is reached by the Parties after completing the Dispute Resolution process, Lessee may have the option of terminating this Lease only if all of the following conditions are met: i) Lessee shall provide no less than one hundred eighty (180) days' written notice to County of its option to terminate this Lease; ii) the effective date of the termination shall only occur outside of the golf season; Lessee shall remain open and provide all Services noted herein throughout the golf season and through the date of termination; and iii) all amounts due and owing to County pursuant to this Lease shall be paid in full and Lessee shall be in compliance with all other terms and conditions of this Lease.

3. Remedies Cumulative. No reference to any specific right or remedy shall preclude County or Lessee from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. No failure by County or Lessee to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by County of any breach by Lessee under this Lease shall affect or alter this Lease in any way whatsoever. No waiver by Lessee of any breach by County under this Lease shall affect or alter this Lease in any way whatsoever.

#### **SECTION J. DISPUTE RESOLUTION.**

Each party agrees to provide the other with written notice within ten (10) days of becoming aware of a dispute under this Lease. The Parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative of each party to meet and engage in good faith negotiations. Such senior representatives will meet for not more than four (4) hours within thirty (30) days of the written dispute notice, unless otherwise agreed. To the extent allowable by law, all meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, either may assert its respective rights and remedies. Nothing in this Paragraph shall prevent a party from seeking necessary injunctive relief during the dispute resolution procedure.

#### **SECTION K. GENERAL CONDITIONS.**

1. No Partnership; No Joint Venture. Nothing in this Lease shall be deemed in any way to create between the Parties hereto any relationship of partnership, joint venture or association, and the Parties hereto hereby disclaim the existence of any such relationship.
2. Time of Essence. Time shall be of the essence with respect to the performance of the Parties' obligations under this Lease.
3. Employees and Subcontractors. Lessee shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Lessee in the performance of the Services. Lessee agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Lessee's relationship with its employees and subcontractors.
4. Joint and Several Liability. If Lessee shall be one or more individuals, corporations or other entities, whether or not operating as a partnership or joint venture, then each such individual, corporation, entity, joint venturer or partner shall be deemed to be both jointly and severally liable for the Services and payment of the entire Rent and terms and conditions specified herein.

5. Records. Lessee shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the Services rendered. Lessee shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.
6. Duty to Abide. Lessee shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.
7. Non-Discrimination. During the term of this Agreement, Lessee shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Lessee under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.
8. Choice of Law. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.
9. Venue, Forum Non-Conveniens, Exclusive State Jurisdiction. County and Lessee knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the Parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Lessee each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Lessee also agree that this term is a material inducement for each to enter this Agreement, and that both County and Lessee warrant and represent that each have had the opportunity to review this term with legal counsel.
10. Waiver of Jury Trial: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Lessee KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Lessee also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Lessee warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.
11. Indemnity. Limitation of Liability. Lessee shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions,

damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Lessee or Lessee's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement. Lessee acknowledges and agrees that County is not responsible for any financial losses claimed or incurred by Lessee. This exclusion does not apply to losses arising from the negligence or misconduct of County, its agents, or employees. Lessee specifically acknowledges and agrees that County's liability is subject to the immunities and limitations outlined in the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

12. Force Majeure. Neither County nor Lessee shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the party failing to perform shall: (i) as soon as possible, inform the other party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay; and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.
13. Non-Assignment. Lessee may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.
14. Licenses. Lessee shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Lessee shall require and shall assure that all of Lessee's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.
15. Prohibited Interests. Lessee agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. Lessee further agrees that it shall not knowingly employ any person having such an interest to perform Services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.
16. Notice. Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the

sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:	Lessee:
Project Manager	Manager
Incorporated County of Los Alamos	19 <sup>th</sup> Hole Sports Pub
E-mail: <a href="mailto:communityservices@losalamosnm.gov">communityservices@losalamosnm.gov</a>	163 Central Park Square
	Los Alamos, New Mexico 87544
With a copy to:	Email: <a href="mailto:managerbathtubbrewing@gmail.com">managerbathtubbrewing@gmail.com</a>
County Attorney's Office	
1000 Central Avenue, Suite 340	
Los Alamos, New Mexico 87544	
Email: <a href="mailto:~Attorney@lacnm.us">~Attorney@lacnm.us</a>	

17. Invalidity of Prior Agreements. This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Leased Premises and Services described herein and expresses the entire Agreement and understanding between the Parties with reference to said Leased Premises and Services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County or Lessee until approved in writing by both authorized representatives of County and Lessee. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.
18. No Implied Waivers. The failure of County or Lessee to enforce any provision of this Agreement is not a waiver by County or Lessee of the provisions, or of the right thereafter, to enforce any provision(s).
19. Severability. If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.
20. Legal Recognition of Electronic Signatures. Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.
21. Duplicate Original Documents. This document may be executed in two (2) counterparts, each of which shall be deemed an original.
22. Negotiated Terms. This Agreement reflects negotiated terms between the Parties, and each party has participated in the preparation of this Agreement with the opportunity to be

represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**MICHAEL D. REDONDO**  
**COUNTY CLERK**

BY: \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**19<sup>TH</sup> HOLE SPORTS PUB, LLC, A NEW MEXICO  
LIMITED LIABILITY COMPANY**

BY: \_\_\_\_\_  
**WILLIAM MEYERS** **DATE**  
**MANAGER**

**AND**

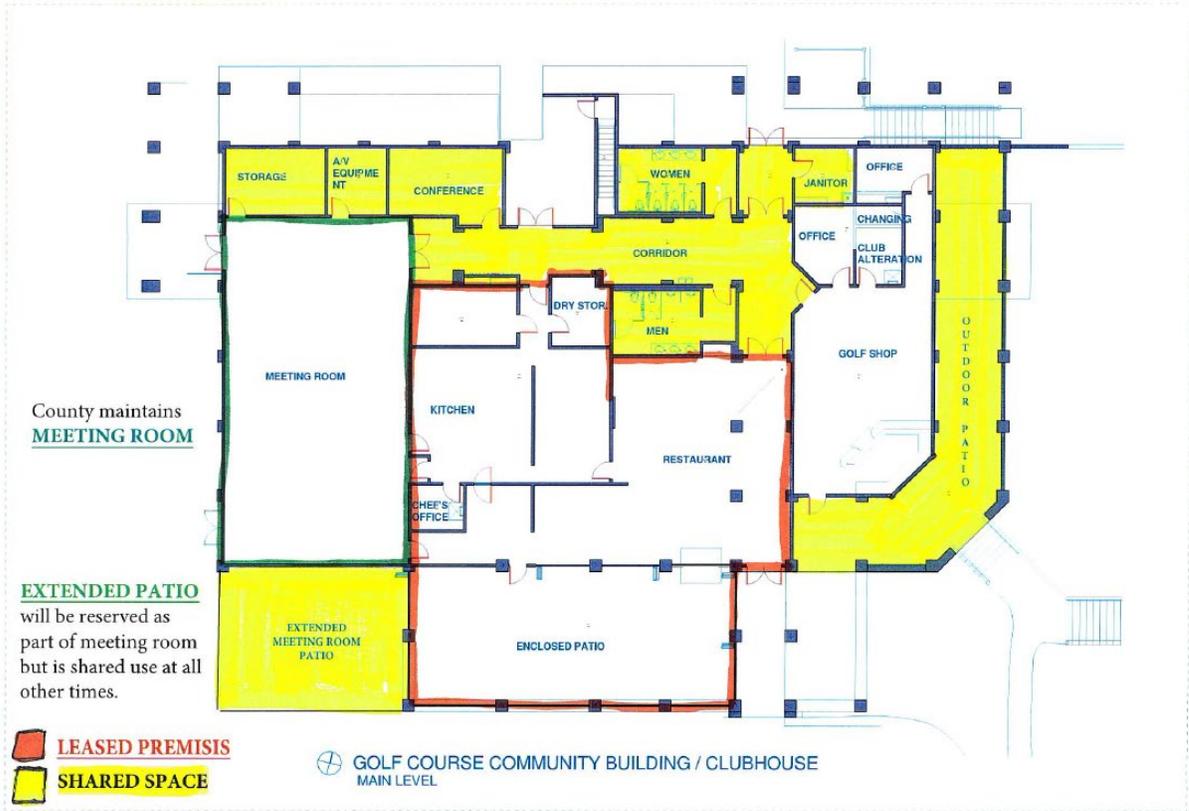
BY: \_\_\_\_\_  
**JAMES ROBINSON** **DATE**  
**MANAGER**

# EXHIBIT A

## AREAS OF RESPONSIBILITY (1<sup>ST</sup> FLOOR)

Golf Course Clubhouse  
4344 Diamond Drive Los Alamos, NM

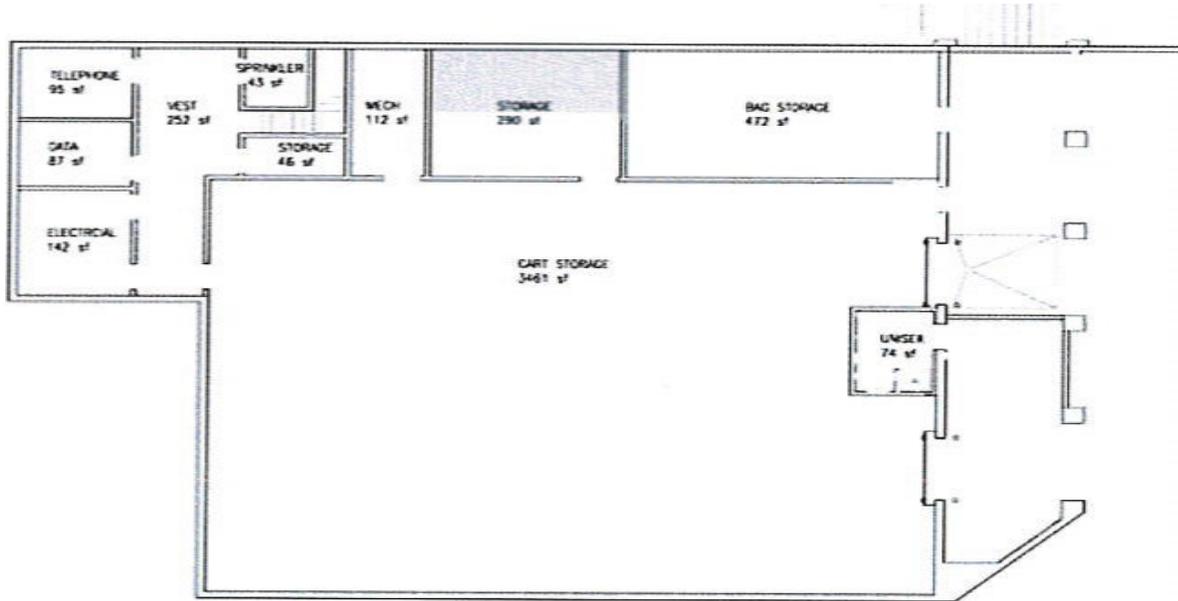
Los Alamos County  
10/29/2024 11:02:07 AM



AkitaBox

First

BASEMENT



**EXHIBIT B**

**COUNTY-OWNED KITCHEN EQUIPMENT  
AND RESTAURANT FURNISHINGS, FIXTURES, AND EQUIPMENT ("FFE")**

NUMBER	EQUIPMENT	QTY
1	Walk in combination cooler freezer Norlake 2 compartment	1
2	Refrigeration system 1 of LAAD2000RL3-&BYHP and 1 of NAAD200RL3-&BYHP	1
3	Bun Pan Rack Prairie View WE3018KD w/ Casters	6
4	Wire Shelving Metro N576K3 w/ Casters-JOHN BOOS CASWS05-4-X w/ bumpers (4) locking	2
5	Wire Shelving Metro N566K3 Super Erecta Casters as previous item	1
6	Wire Shelving Metro A366K3 Super Adjustable Super Erecta Starter-same casters as previous	1
7	Wire Shelving Metro 1854NK3 same casters as previous	8
8	Wire Shelving Metro 18542NK3 Super Erecta same casters as previous	12
9	Sink 3 Comp John Boos 43PB18244-2D18 incl Royal series faucet	1
10	Pot Rack PRW23A John Boos w/ 14SS double hooks / Utensil Rack	1
11	Mixer Hobart 60 qt HL600-1STD	1
12	Hand Sink Eagle H5A10	1
13	Work Table Advance TABCO AG307	1
14	Prep Table sink unit-John Boos	1
15	Food Processor Robot Coupe R2DICE	1
16	Can Opener Edlund S-11	1
17	Shelving Wall Mounted Turbo Air TSWS-1260	5
18	Ingredient Bin Cambro IBS20148	3
19	Shelving Wall Mounted John Boos BHS1696-16/304	2
20	Salamander Vulcan 36RB includes wallmounts, brackets	1
21	Charbroiler Southbend HDC-36 w/ connectors	1
22	Countertop Hotplate Wolf AHP848 w/ connectors	1
23	Deck Pizza Oven Bakers Pride DS805	1
24	Refrigerated Sandwich Unit w/ limited warranty	2
25	KM901MAH Ice Cuber Hoshizaki w/ Ice Bin B700DF, Top Kit HS2034	1
26	SG18S Fryer Pitco Frialator w/ connector hose	1
27	Refrigerated Equipment Stand / Delfield F2975C 11v/60/1-ph, 10 amps	1
28	Shelf, Pass thru Advance Tabco, includes over shelves	1
29	Heat Lamp AWP Wyatt FD-72H-T	1
30	Hot food Table No pans EagleDHT4-120	1
31	Underbar Sink Unit Krowne KR181C	1
32	Underbar Sink Unit Krowne 18063C includes speed rail	1
33	Blender Station Krowne KR18-12BF	1
34	Ice Bin w/ bottle wells Krowne KR18M36L10 includes liner, RS-48 Speed rail	1
35	Storage Cabinet Krowne KR18-536	1
36	Bar Rail Royal Roy 445 Waitress Stall Single Arm	1
37	Toaster Commercial Conveyor Belleco JT1 & Sheathed Heater	1
38	Cutter French Fry Crestware FFC38	1
39	Hand Mixer 7" Mini Power Robot Coupe MMP160 VV	1
40	Warmer Hatco UGFFBL includes warranty for burnouts on ceramic heating elements	1
41	Meat Grinder Vollarth 40743	1
42	Meat Chopper Attachment ALFA Zintl 12 H CCA	1
43	Smoker Masterrange SM-24-L-SS-N	1
44	Heated Holding Cabinet Metro C539-HDC-4-BU	1
45	Mobile Enclosed Cabinet CAMBROUC8001110	2
46	Carving Station Bon Chef 9692CH	1
47	Ice Pack Cambro CP1220159 CAMCHILLER	2
48	Vacuum Packaging Machine Vollarth 40858	1
49	Dish Cart Cambro ADCS110	2
50	SS Pot Rack w. 18 Hooks 15x72" Regency	1
51	Keg Rack Avance TABCO KR-93-XIFB	1
52	Foodservice Door Chase SC 301336x84 / left hand door hinge	1
53	Toaster Waring WCT800RC	1
54	Refrigerated Back Bar Cabinet Beverage Air	1
55	Walk-in Modular, Box only - Nor-Lake Model No. 8x12x7-4 packed	1
56	NAWD125RL4-Q Fast Rak IndoorRemote Refrigeration system	1

NUMBER	EQUIPMENT	QTY
57	Chill-Rite Millennium Draughtbeer System; pump plate, dispensing tower, drip pan	1
58	Kick Plate Keg Cooler	1
59	Globe slicer model 3600N2705	1
60	TAMG36 TURBO AIR GRIDDLE COUNTERTOP	1
61	VC44ED VULCAN CONVECTION OVEN	1
62	TD-80-30 BOTTLE COOLER TRUE FOOD SERVICE EQUIPMENT	1
63	THAC-36DG-LD OPEN MERCHANDISER	1
64	Glass filler station, T&S 5GF-8P-WS water station w drip pan & push back glass filler	1
65	Table bases 534-TB round disk metal 28" high, base size 30"	4
66	Table bases 534-TB round disk metal 28" high, base size 18"	6
67	Table base 536-TB wagon wheel metal 40.75" bar height, base size 24"	5
68	Emuamericas/ Model# 1453 36" x 36" Tables w cast iron bases	20
69	Cast Iron B3030 Table Base	20
70	Side chair wood Grand Rapids Mama Melissa	33
71	Bar stool wood Grand Rapids Mama Melissa	40
72	G&A Havana Outdoor Chair	85
73	K90CE TABLE SQUARE COCKTAIL DELANO	1
74	K90DD LOUNGE ONE SEAT WITH ARMS DELANO	2
75	FAL 24055 Tables 24x30 LAMINATE W WOOD EDGE TOP	11
76	FAL 26055 Tables 36X120 LAMINATE W WOOD EDGE TOP	1
77	FAL 26055 Tables 18X120 LAMINATE W WOOD EDGE TOP	1
78	FAL 24055 Tables 36X36 LAMINATE W WOOD EDGE TOP	4

EXHIBIT C



## EXHIBIT D

### COUNTY SITE IMPROVEMENTS

County shall substantially complete the following improvements, repairs, and modifications to the Leased Premises at its sole cost prior to Lessee taking occupancy of the Leased Premises in accordance with the terms of this Lease. Substantial completion shall mean the County Site Improvements below have been completed, save and except for minor punch list items such that Lessee can occupy the Leased Premises and conduct its business.

1. HVAC replacement;
2. Removal of existing carpet and installation of new flooring, of which new flooring shall be agreed upon by County and Lessee no later than March 31, 2026;
3. Repainting of the Leased Premises with the paint type and colors, of which the paint type and colors shall be agreed upon by County and Lessee no later than March 31, 2026;
4. Removal of existing damaged bar top and replacement with material agreed upon by County and Lessee, of which the replacement material shall be agreed upon by County and Lessee no later than March 31, 2026;
5. Installation of extended "grab and go" cooler and/or shelving, provided it does not impede ingress/egress, accessibility, or violation any applicable regulations, such cooler and/or shelving and location shall be agreed upon by County and Lessee no later than March 31, 2026; and
6. Installation of new dishwasher.