

AMENDMENT TO LICENSE

This amendment to agreement is entered into as of _____, 2009 between COUNTY OF TULARE, referred to as COUNTY and TULARE ATHLETIC BOXING CLUB OF TULARE, referred to as LICENSEE, with reference to the following:

WHEREAS, the Parties entered into Tulare County License Agreement No. 15571 on September 19, 1989 with Tulare Boxing Association for a license to use the real property situated in the City of Tulare, County of Tulare, State of California, described as that certain building located at 1331 South "O" Street; and,

WHEREAS, on February 22, 2002, licensee name changed to Tulare Athletic Boxing Club of Tulare; and,

WHEREAS, the license was in full force and effect through July 31, 1990 and became a month to month license as of that date; and,

WHEREAS, the parties desire to further amend said license to include the following:

- a) Extend the license agreement for five years.
- b) Include Insurance Requirements

ACCORDINGLY IT IS AGREED as follows:

1. Paragraph 2 of Tulare County Agreement 15571 is amended to read as follows: **Term/Option to Renew:** The term shall commence upon execution by County and shall expire five (5) years thereafter.
2. Paragraph 14 is added to said agreement 15571 to read as follows:
INSURANCE: LESSOR acknowledges and agrees that COUNTY is a self-insured entity, and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. During the time that LESSEE shall occupy the premises, LESSEE shall maintain commercial general liability insurance with combined single coverage of a minimum of \$1,000,000.00 per occurrence. The insurance shall be issued by companies licensed to transact business in the State of California; shall name the County of TULARE, its officers, agents and employees, as insureds; and, shall provide for 30 days written notice to the COUNTY prior to cancellation or material alteration. LESSEE shall maintain the required insurance as set forth in Exhibit A.

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Tulare County Agreement No. _____

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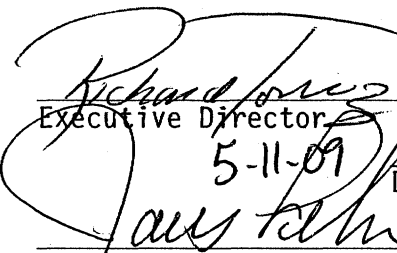

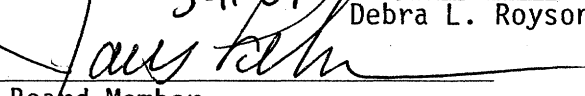
3. Except as amended, all other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LICENSEE
TULARE ATHLETIC BOXING CLUB OF
TULARE

Date: 3-30-09

Date: 3-30-09


Executive Director
5-11-09

Debra L. Royson, Treasurer

Board Member

*Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

COUNTY

COUNTY OF TULARE

Date: _____

Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy

Approved as to form: County Counsel

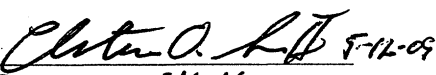
By  5-12-09
Deputy 2009424

Exhibit A
Insurance Required During Occupancy
(County As Lessor)

Licensee shall provide and maintain insurance for the duration of the this License against claims for injuries to persons and damage to property which may arise from, or in connection with performance under the Agreement by the Licensee, his agents, representatives, employees, or contractors.

A. MINIMUM SCOPE OF AND LIMITS OF INSURANCE.

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000.00 combined single limit per occurrence.
 - a. Names the COUNTY, its officers, agents, employees and volunteers, individually and collectively as additional insureds.
 - b. States that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by the County shall be excess.
 - c. Provides that coverage shall not be suspended, voided, canceled or otherwise materially changed except after thirty (30) days prior written notice is given to the County.
2. Comprehensive Automobile Liability Insurance of \$1,000,000.00 combined single limit per occurrence.
 - a. Names the COUNTY, its officers, agents, employees and volunteers, individually and collectively as additional insureds.
 - b. States that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by the County shall be excess.
 - c. Provides that coverage shall not be suspended, voided, canceled or otherwise materially changed except after thirty (30) days prior written notice is given to the County.
3. Workers Compensation and Employers Liability Insurance. Insurer shall agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising out of activities which are the subject of this Agreement.

B. ACCEPTABILITY OF INSURANCE

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than "A:V" (or as approved by the County Risk Manager) from a company admitted to do business in California.

C. VERIFICATION OF COVERAGE

Prior to approval of the Agreement by Lessee and the County, Lessee shall file with County a Certificate of insurance with original endorsements effecting coverage in form acceptable to the County. The County reserves the right to require certified copies of all required insurance policies at any time.