

FILED JUN 7 1963
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

CONSENT TO AGREEMENT

*
THIS AGREEMENT, executed this 4 day of June, 1963, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and MISSION BAY YACHT CLUB, INC., a non-profit California corporation, hereinafter called "YACHT CLUB," and GORDON HILLS AND STELLA HILLS, husband and wife, hereinafter called "HILLS," WITNESSETH:

WHEREAS, CITY and YACHT CLUB entered into a Lease Agreement, hereinafter called "Master Lease," dated July 10, 1961, copy of which Lease Agreement with Amendments are on file in the office of the City Clerk as Documents Nos. 626984 and 635478; and

WHEREAS, YACHT CLUB desires to rent a portion of the premises which are the subject of the aforementioned Master Lease; and

WHEREAS, the City Manager recommends that consent to such an Agreement should be given, so long as said Agreement does not have the effect of altering that rent paid to CITY under the aforementioned Master Lease, and so long as such an Agreement be subject to all terms and conditions of the aforementioned Master Lease; NOW THEREFORE, for and in consideration of the mutual covenants herein contained,

THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. CITY consents to YACHT CLUB'S entering into that certain Agreement with GORDON HILLS AND STELLA HILLS, husband and wife, to conduct a restaurant business on the Club premises for the benefit of the YACHT CLUB members, a form of which Agreement is on file in the office of the City Clerk as Document No. _____.
2. The consent of CITY hereby given is expressly conditioned on the following:
 - (a) The Agreement shall not have the effect of reducing in any manner, rent due CITY from YACHT CLUB. Rent due CITY from YACHT CLUB shall be calculated as if the Agreement did not exist, and gross income under the terms of that Lease Agreement between CITY and YACHT CLUB shall include all income by whomever earned on the premises.
 - (b) If any of the terms and conditions of the Agreement are inconsistent with or contrary to any of the terms and conditions set forth in the Master Lease, or any existing or future amendments thereto, the latter shall govern, and the Agreement disregarded.

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IN WITNESS WHEREOF, the foregoing Consent to Agreement is executed by
THE CITY OF SAN DIEGO, acting by and through its City Manager, pursuant to
Resolution No. 175906 authorizing such execution, and by
MISSION BAY YACHT CLUB, INC., which has caused this Agreement to be executed
and its corporate name and seal to be affixed by the proper officers, and by
GORDON HILLS AND STELLA HILLS, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By Walter Hahn Jr.
Assistant City Manager

MISSION BAY YACHT CLUB, INC.

By R. C. Harris

By R. D. Collins

Gordon Hills
Gordon Hills

Stella Hills
Stella Hills

I HEREBY APPROVE the form and legality of the foregoing Consent to Agreement
this 22 day of May, 1963

ALAN M. FIRESTONE, City Attorney

By Robert A. Seage
Deputy

AGREEMENT

This Agreement, made and executed in the City of San Diego, California, on the 1st day of March, 1963, by and between Mission Bay Yacht Club, hereinafter sometimes called Club, and Gordon Hills and Stella Hills, husband and wife, hereinafter sometimes called Hills, is made with reference to the following:

STATEMENT OF FACTS

- a. For several years last past by oral agreement between the Hills and the Club, the Hills have been permitted to conduct a part-time restaurant business on the Club premises for profit.
- b. Said business consists of the sale of food to be consumed on the premises by Club members and their guests.
- c. At all said times, the quality of the food served and the prices to be paid therefor have been subject to regulation by the Club.
- d. The parties desire to continue the arrangement and to reduce the terms and conditions for the conduct of said business to writing.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. The Club agrees to furnish to the Hills and to maintain in working order all equipment now owned by it in its restaurant. It further agrees to provide for Hills' use in the restaurant all necessary silver, plates, cups, glasses, napkins, and tableclothes necessary to conduct a restaurant properly. (A current inventory is attached hereto.)
2. Hills agree to conduct a restaurant business on the Club premises with the equipment and fixtures so furnished by the Club, and to pay Club 4 per cent of all revenue collected from sales made on the Club premises, including sales from catering and dinners served on Sundays, upon and subject to the following terms and conditions:
 - a. Hills agree at all times to keep the kitchen neat and clean and to follow the directions given them by the Commodore and/or Director

in Charge of the kitchen with reference to the proper maintenance of the kitchen.

b. Hills agree to continue to charge only the prices presently being charged for food and beverages unless the Commodore and/or the Director in Charge of the kitchen authorizes a price change in writing.

c. Hills agree to serve food of a quality at least equal to that being served at the date of the execution of this Agreement.

d. It is understood and agreed that Hills shall not sell upon the premises any product which is presently being sold directly to members by the Club itself, by the use of vending machines or otherwise, provided, however, that the Hills are hereby specifically authorized to sell beer in cans only.

e. It is understood and agreed that the Hills will save the Club harmless on account of sales tax due from the sale of any goods on the Club premises by Hills, except that the Club hereby specifically agrees to pay the tax due and payable from sales by Hills of beer in cans only.

f. Hills agree to keep the restaurant open between the hours of 10 a.m. and 5 p.m. every Saturday, Sunday, and legal holiday during the year, and a minimum of three weekdays from June 15 to September 15. Hills are hereby specifically granted permission to maintain longer hours if they desire and to be open on additional weekdays in the event that a demand for such service by Club members should be indicated.

g. The Club hereby agrees to add the Hills as an additional insured on any policy it now has in effect protecting against personal injury and property damage suffered by third persons as a result of operations on the Club premises.

3. The Hills hereby agree to save the Club harmless for and on account of any contractual obligation they may incur as a result of their conducting the said restaurant on the Club premises.

4. This Agreement shall automatically terminate and cease to be of any effect at noon on the 1st day of March, 1964, unless prior to said date and time such Agreement is renewed in writing by all the parties hereto.

* 3. It is further understood and agreed that this Agreement may be terminated by the Club without penalty on thirty (30) days' written notice in the event of breach by the Hills of any one of the terms or conditions set out herein.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and to have its seal affixed on the date first hereinabove written.

MISSION BAY YACHT CLUB

By _____
Commodore

By _____
Secretary

GORDON HILLS

STELLA HILLS

MISSION BAY YACHT CLUB

KITCHEN INVENTORY

APRIL 1, 1963

1	Refrigerator (stainless steel with deep freeze)(New)
1	Refrigerator (in old Clubhouse)
1	2-chamber coffee urn (Ben Hur)(40-cup capacity per chamber)(8 yrs.)
1	2-chamber coffee urn (5 gal. capacity per chamber)(New)
1	Milk Shake Mixer (3-cup)(Hamilton Beach)(New)
1	Ice Cream Cabinet (Schaefer)(New)
1	National Cash Register (old)
1	Stove (white enamel - Wedgewood)
1	Stove (black iron - from old Clubhouse)
1	Coffee pot (Stainless steel - 1½ gal.)
1	Coffee pot (Granite - 1½ gal.)
1	Portable coffee urn (Aluminum - 30-cup)
1	Stewing pot (Granite - 3-gal.)
1	Stewing pot (stainless steel - 2½ gal.)
1	Coffee pan (for urn)(aluminum - 1 gal.)
1	Coffee pan (for urn)(stainless steel - ½ gal.)
1	Kitchen stool
2	Butcher knives
3	Ladles
1	Spatula
	Assorted cooking spoons & forks
2	Waste baskets (plastic)
230	White saucers (new)
244	White cups "
248	White salad plates (new)
253	White dinner plates "
24	White serving bowls "
171	Blue dinner plates (old)
113	Blue saucers "
163	Blue cups "
120	Blue salad plates "
4	Blue platters "
6	Blue serving bowls "
27	Sugar bowls
6	Pitchers
18	Creamers
40	Salt & Pepper shakers
400	Knives
433	Forks
262	Teaspoons
18	Tablespoons
280	Glasses
30	Candle holders

RESOLUTION No. 175906

ADOPTED ON JUN 4 1963

BE IT RESOLVED by the Council of The City of San Diego as follows:

That the City Manager be, and he is hereby authorized and empowered to execute, for and on behalf of said City, a Consent to agreement between Mission Bay Yacht Club and Gordon Hills and Stella Hills, for the conducting of a restaurant business on premises leased by the City to the Yacht Club under lease agreement dated July 10, 1961, copy of which is on file in the office of the City Clerk as Document No. 626984, under the terms and conditions set forth in the form of Consent to Agreement on file in the office of the City Clerk as Document No. 656306.

Presented by _____

APPROVED: ALAN M. FIRESTONE, City Attorney

By _____

Chief Deputy City Attorney

rjt/5/16/63