



# San Mateo County Harbor District Café and Optional Seafood Market Lease REQUEST FOR PROPOSALS



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# Request for Proposals

**RFP 26-03**

**for**

**CAFÉ & OPTIONAL SEAFOOD MARKET LEASE**



**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 26-03**  
**CAFÉ AND OPTIONAL SEAFOOD MARKET LEASE**

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**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 26-03**  
**CAFÉ AND OPTIONAL SEAFOOD MARKET LEASE**

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**NOTICE INVITING PROPOSALS**

**NOTICE IS HEREBY GIVEN** that proposals will be received in the Administration Offices of the San Mateo County Harbor District (District) by email to [info@smharbor.com](mailto:info@smharbor.com), by **June 26, 2026, at 4:00 p.m., Pacific Time**, for the following:

**REQUEST FOR PROPOSALS (RFP) 26-03**  
***PROPOSAL FOR: CAFÉ AND OPTIONAL SEAFOOD MARKET***

**ALSO SEE RFP 26-02**  
***PROPOSAL FOR: Open Space for Retail (may submit proposal for additional space adjacent to Café and Optional Seafood Market Operations)***

The San Mateo County Harbor District (“District”) is requesting proposals from restaurateurs and seafood purveyors with a minimum of five (5) years’ experience in the industry.

The District hereby notifies all Proposers that it is the policy of the District to ensure nondiscrimination based on race, color, national origin, sex or any other protected status in the award and administration of lease agreements.

Requests for modifications or clarifications of any requirement must be submitted in writing by email to: [info@smharbor.com](mailto:info@smharbor.com). All such requests must be received by **June 12, 2026, at 4:00 p.m., Pacific Time**.

Proposals will be examined by an Evaluation Committee (consisting of two Harbor Commissioners, the General Manager and Director of Administrative Services) and reported to the San Mateo County Harbor District Board of Harbor Commissioners within one hundred twenty (120) calendar days after the proposals have been received. The District reserves the right to reject any and all proposals; or to waive any irregularities or informalities in any proposal or in the proposal procedure; or to postpone the proposal deadline for any reason, in its sole discretion. No Proposer may withdraw its proposal for a period of one hundred twenty (120) calendar days after the proposal submission deadline. Each Proposer will be notified of award of lease if an award is made.

The RFP Documents are available for download on the District's website. To download the documents, go to the District's website home page at [www.smharbor.com/open-request-for-proposals-and-bids](http://www.smharbor.com/open-request-for-proposals-and-bids).

Downloading RFP documents from the District’s website does not imply that you are a potential proposer nor will your name automatically appear on the District's "List of Potential Proposers." In order to be included on the “List of Potential Proposers”, the District requires that all potential Proposers send an email to [info@smharbor.com](mailto:info@smharbor.com) requesting that they be added to the list.

**Ultimately, it is the responsibility of the Proposer to check the District's website for any Addenda that may be issued relative to this RFP.**

If you have any issues downloading the RFP documents from the website or would like hard copies mailed to you, please contact the District's Office by email at [info@smharbor.com](mailto:info@smharbor.com) or by telephone at (650) 583-4400.

**SAN MATEO COUNTY HARBOR DISTRICT**  
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**1. PROPOSAL REQUEST**

The San Mateo County Harbor District (District) is seeking Proposals from qualified restaurateurs and seafood purveyors to operate a café and optional seafood market. The selected operator will be responsible for providing food and beverage services that may include but are not limited to:

- Menu development (including consideration of local, sustainable, and seasonal offerings)
- Recruitment, hiring, training, scheduling and supervision of all staff.
- Procurement and management of all food, beverages (alcoholic and non-alcoholic), and operational supplies.
- Full compliance with all applicable laws, regulations, permits, and licensing requirements.
- Facility maintenance, cleanliness, and repairs.
- Payment and management of possessory tax (i.e. property tax), all utilities and day-to-day operational expenses.
- Delivery of high-quality customer service and fostering positive guest experiences.
- Engagement with the local community and participation in harbor-related activities.
- Implementation of marketing, branding, and promotional strategies to attract and retain customers.
- Financial management of operations, including pricing, cost controls, and reporting as required by the District.
- Adherence to all lease terms, performance standards, and reporting requirements established by the District.

The duration of the lease awarded by this RFP will be open to negotiations.

**2. ADDITIONAL OPPORTUNITIES**

The District is issuing three separate Requests for Proposals (RFPs) for vacant spaces, including this RFP 26-03 for Café and Optional Seafood Market operations. The additional RFPs are as follows:

RFP 26-01 – Restaurant and Bar; and

RFP 26-02 – Open space for retail/café .

A proposer may submit proposals for any or all of the RFPs. However, a proposer may be selected as a finalist for no more than two RFPs, and only in the following combinations:

RFP 26-01 and RFP 26-02; or

RFP 26-02 and RFP 26-03.

A proposer may also be selected as a finalist for only one RFP (RFP 26-01, RFP 26-02, or RFP 26-03)

### 3. PROPOSAL TIME-LINE

Listed below is the Proposal Timeline that outlines pertinent dates of which Proposers should make themselves aware:

June 10, 2026, at 1:00 p.m.	Site Visit
June 12, 2026, at 4:00 p.m.	Written Questions and Requests for Modifications or Clarifications are due
June 18, 2026, at 4:00 p.m.	Response to Questions and Requests for Modifications or Clarifications posted to District website
June 26, 2026, at 4:00 p.m.	Proposals Due
Week of July 13, 2026, times scheduled by District.	Proposer Interviews by Evaluation Committee Members
July 22, 2026, at 10:00 a.m.	Evaluation Committee to Present Recommendation to Harbor Commission Board at Special Meeting
July 23, 2026 – August 6, 2026	Exclusive Right to Negotiate with Finalist
August 12, 2026, at 10:00 a.m.	Closed session of Harbor Commission Board at Special Meeting to discuss final Price and Terms of Payment. (Possible Report out of Closed Session)
August 19, 2026, at 10:00 a.m.	Consideration of Final Lease Approval at Harbor Commission Board meeting.

These dates are subject to revision at the District's discretion. Any such revisions will be stated in an Addendum to this RFP or otherwise communicated to Proposers.

### 4. SUBMITTAL OF PROPOSALS

#### A. Requests for Modifications or Clarifications of the Proposal Specifications

Any requests for modifications or clarifications of the RFP shall be submitted in writing to the District Office at [info@smharbor.com](mailto:info@smharbor.com) by **June 12, 2026 at 4:00 p.m.** Any interpretation, change, or correction of said Request for Proposal will be made by Addenda only, duly issued by the District Office no later than **June 18, 2026, at 4:00 p.m.** Proposers should check the District's website at [www.smharbor.com/open-request-for-proposals-and-bids](http://www.smharbor.com/open-request-for-proposals-and-bids) for any Addenda that may be issued relative to this RFP.

Any oral modifications of RFP requirements and conditions are void and ineffective. The District reserves the right to reject any Proposal that contains unauthorized conditions or exceptions.

## **B. Proposal Due Date**

Proposers are requested to submit an electronic searchable PDF of the Proposal to the District at info@smharbor.com. Proposals shall be submitted with "**REQUEST FOR PROPOSALS (RFP) 26-03 – Café and Optional Seafood Market**" in the subject line.

Proposals must be received no later than **June 26, 2026, at 4:00 p.m. Pacific Time**. Proposals received after the time and date specified will not be considered. Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

Each Proposed Monthly Rent Payment & Improvement Form must be signed by one or more individuals with authority to bind the Proposer to the Proposal, as specified on the Proposed Monthly Rent Payment & Improvements Form. All Proposals without the appropriate signature(s) may be deemed non-responsive and may result in the rejection of the Proposal. Certified electronic signatures are permitted.

The Evaluation Committee will review all Proposals received and several finalists may be selected. These finalists will be invited to an oral interview. Please reserve **the week of July 13, 2026, as the tentative week planned for finalist interviews by our Evaluation Committee**. It is requested that the attendees be restricted to those individuals who will have direct involvement with the proposed services.

## **C. Proposal Forms and Sample Documents**

The following documents are included in this Request for Proposals (RFP). Attachments A and D must be completed and submitted with the Proposal.

Attachment A – Proposed Monthly Rent Payments & Improvements Form

Attachment B – Site Map

Attachment C – Sample Lease Agreement

Attachment D – Acknowledgement of Addenda

## **5. DESCRIPTION OF THE DISTRICT**

The San Mateo County Harbor District (District) was established, in 1933, by a Resolution of the Board of Supervisors, who established the entire area of the County of San Mateo as the District's boundaries. The District has three locations as follows:

Pillar Point Harbor (PPH) is a well-protected working harbor known for its active commercial, recreational, and fishing opportunities. One of the hallmarks of the harbor is its direct fishers-to-

public seafood sales that not only provides stable prices for fishers but also a fantastic market and tourism experience for visitors. PPH enjoys both an inner and outer breakwater, making it one of the safest harbors in the United States, and hosts 394 berths.

The District took over operation of Oyster Point Marina and Park (OPM) from the City of South San Francisco in 1977. This recreational marina currently has 408 berths, onshore facilities, and partners with other business/agencies to provide ferryboat service to the East Bay, dining cruises, and marine educational programs.

The District's administrative staff have offices at 504 Avenue Alhambra in El Granada. The Administrative office building is owned by the District.

The District is governed by a five-member Board of Harbor Commissioners who are elected for staggered four-year terms. District revenues are approximately \$17.0 million including operating revenue of \$4.8 million (land and sea/bay rents and fees) and non-operating revenue of \$12.2 million which is primarily from property tax. The District employs approximately 42 full-time staff members. Additional information can be found on the District's website at [www.smharbor.com](http://www.smharbor.com).

## **6. BACKGROUND**

The District owns a multi-tenant building that is currently split into five separate spaces. Two of the five spaces are leased out- one to a retail surf store and board rentals and another to a sport fishing and tackle business. The District is now issuing three separate RFP's for the remaining vacant spaces including this RFP for a Café and Optional Seafood Market. In addition, there are two other RFP's being issued as follows: 1) a restaurant and bar (RFP-01), and 2) open space for proposed use (RFP 26-02).

The three vacant spaces were recently under one lease and leasehold improvements were completed by the last lessee to allow internal access to all three spaces. The new leaseholder will be responsible for removing the access points to the adjacent space to restore separation.

As shown in Attachment B, the Premises are approximately 2,132 square feet inside and 525 square feet outside.

## **7. PROPOSAL CONTENT**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that Proposals conform to the following basic format. The successful Proposer is expected to provide services as outlined in this RFP, and Proposer shall prepare its response to fully address its ability to satisfy these components. Although the District is not specifying a page

limit, clarity and conciseness are essential and will be considered during Proposal evaluation. All Proposals shall have six or seven sections as follows:

#### **A. Cover Letter**

The signed cover letter should be on letterhead clearly stating the company's/individual's name, business address, telephone, and email address.

The following information should be provided:

- Introduction and summarization of qualifications.
- If a company or group, the name(s) of authorized principals with authority to negotiate and contractually bind the company.
- A statement that binds the Proposer to the proposed Business Plan and Rent & Improvement Proposal for **one hundred and twenty (120) calendar days beginning June 26, 2026**.
- Confirm acceptance of or indicate exceptions to the Sample Lease Agreement (Attachment C). See Subsection 11.B.
- Indicate whether there are any conflicts of interest that would limit the Proposer's ability to provide the requested services. See Section 13.

#### **B. Business Concept**

Proposers must provide a café and optional seafood market concept statement, menu overview, operations plan including staffing and hours of operation, and marketing and community engagement plan.

#### **C. Proposer's Qualifications and Experience**

- Proposers must have at least five years of experience providing management/ownership of a cafe. A proposer must have experience in seafood purveying when proposing the optional seafood market

The following information should be included in the Proposal:

- 1) A brief description of the Proposer's qualifications. This description must include a summary of the experience working in a café operation, in what capacity, and the time frame of experience. Also, if applicable, a description of the Proposer's qualifications in buying and selling seafood must be submitted.
- 2) The names of key personnel who would be directly engaged in the performance of the operations and key investors/owners. For each of these individuals, please submit:

- a) A description of their qualifications and background, and the number of years of experience in restaurant management/ownership.
  - b) A list of references, including a brief description of the nature of the work performed by the individual for each reference; and
- 3) Provide contact information for three references for which the Proposer has provided similar services to those described in these solicitation documents.

**D. State the Size, Structure, and Location(s) of Company (if applicable)**

Provide an organization chart that identifies the proposed team. Identify the primary staff who will oversee operations.

**E. Financial Stability**

Provide pertinent information to allow the District to reasonably formulate a determination about the financial stability and strength of the Proposer such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the Proposer.

**F. Acknowledgement of Addenda (Attachment D)**

This addenda would contain a list of all questions asked to the District by the due date **June 12, 2026**, along with their responses. The District will respond to questions, requests for modifications or clarifications by **June 18, 2026**.

**G. Proposed Monthly Rent Payments & Improvements**

The Proposer shall submit Proposed Monthly Rent Payments & Improvements Form, attached herewith as Attachment A.

**8. WITHDRAWAL OF PROPOSAL**

Submission of a Proposal shall constitute a firm offer to the District for one hundred twenty (120) calendar days from the submission deadline for Proposals.

A Proposer may withdraw its Proposal any time before the date and time when Proposals are due, without prejudice, by submitting a written request for its withdrawal to the District Office at [info@smharbor.com](mailto:info@smharbor.com). Making the request by telephone will not be accepted.



The proposed monthly rent, percentage rent, and leasehold improvements will be evaluated based on the highest guaranteed rent and investment in upgrades. Proposed amounts will also be assessed for overall financial feasibility.

Due to the scale and likely capital investment required for this space, the District may consider an improvement allowance, phased rent structure, or other support during the initial startup and build-out period for qualified operators.

## **10. SELECTION PROCESS**

The District may reject any Proposal in which the approach, qualifications, or proposed monthly rent and improvements are not deemed to be within an acceptable or competitive range. The District may seek clarifications or additional information from any Proposer and may request modified Proposals or best and final offers.

Following the initial review and screening of the written Proposals, using the Selection Criteria described above, one or more proposers *may* be invited to participate in the final selection process, which may include:

- A. Participation in an oral interview.
- B. Submission of any additional information as requested by the District.
- C. Checking references.
- D. Verification of financial stability.

Upon completion of the final selection process, the District will rank each Proposal in accordance with the Selection Criteria above. The District may accept the Proposal or negotiate the terms and conditions of the Lease Agreement with the highest-ranked Proposer. If negotiations are unsuccessful, the District will terminate the negotiations with that Proposer and may open negotiations with the next-highest-ranked Proposer. If negotiations with this Proposer are also not successful, the District may repeat the negotiations process with the next-highest-ranked Proposer, or, at its sole discretion, the District may reject all remaining Proposals.

The District reserves the right to conduct pre-award negotiations with any or all Proposers, and the right to award the Lease Agreement without negotiations. The District reserves the right to award the Lease Agreement without conducting interviews.

This RFP does not commit the District to awarding a Lease Agreement. Proposers shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal process. The District reserves the right, in its sole discretion, to accept the Proposal which it considers most favorable to the District's interest and the right to waive minor irregularities. The District further reserves the right to reject all Proposals and seek new Proposals.

## **11. LEASE AWARD**

### **A. Recommendation for Lease Award**

The Evaluation Committee shall make a recommendation to the Board of Harbor Commissioners. If an award of Lease is made, the District Board of Harbor Commissioners reserves the right to award the Lease Agreement to the responsive and responsible Proposer that it deems offers the most advantageous Proposal to the District and best meets the requirements of the District, including business approach, qualifications, and rent and improvements.

### **B. Form of Lease Agreement**

The firm selected by the District to perform the services outlined in this RFP will be required to execute a Lease Agreement, a sample of which is provided as Attachment C.

Special attention is directed to the Indemnification and Insurance requirements set forth in Sections 15 of the Lease Agreement, Attachment C. We request all Proposers to review these sections in Attachment C.

If a Proposer desires any modifications to the Lease Agreement, they must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Lease Agreement without modification.

### **C. Time for Execution of Contract**

The Proposer to whom award is made shall execute the Lease Agreement with the District within ten (10) calendar days after receiving it for execution. If the Proposer to whom award is made fails to enter the Lease Agreement as provided, the award may be annulled and an award may, at the discretion of the District Board of Commissioners, be made to the Proposer whose Proposal is the next most acceptable in the opinion of the District Board of Commissioners. Such Proposer shall fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

### **D. Manner of Execution of Lease Agreement**

If the Proposer is an individual, the Contract shall be executed by the individual personally. If the Proposer is a co-partnership, it is desirable that the Lease Agreement be executed by all the partners, but it may be executed by one (1) of them, if evidence of that partner's ability to bind the partnership is provided.

If the Proposer is a corporation, this Lease Agreement must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer, or treasurer, and any other signatory required by the corporate documents. In the alternative, this Lease Agreement may be executed by a single officer or a

person other than an officer if evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

If the Proposer is a joint venture, the Lease Agreement must be executed on behalf of each participating entity or other authorized individuals. If the Proposer is an LLC, the Lease Agreement must be executed by an officer or member who is authorized to bind the LLC.

#### **E. Documents Deemed Part of Lease Agreement**

The RFP, including all attachments, RFP Addenda, if any, the Restaurateur's Proposal as accepted by the District, and approved Lease modifications will be deemed a part of the Lease Agreement and will constitute the Lease Documents. The Lease Documents shall include the documents listed below, in the following order of precedence:

- 1) Approved Proposed Lease Amendments
- 2) Lease Agreement
- 3) Addenda (if any) to RFP
- 4) RFP
- 5) Restaurateur's Proposal, as accepted by the District.

## **12. PROTEST PROCEDURES**

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure must be filed in writing with designated District personnel, at [info@smharbor.com](mailto:info@smharbor.com), at least five (5) calendar days prior to Proposal deadline. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon the Evaluation Committee recommendation for award of the Lease shall be submitted in writing to [info@smharbor.com](mailto:info@smharbor.com) within forty-eight (48) hours of receipt of notice of Evaluation Committee recommendation of award. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Failure to comply with any of the requirements set forth in the District's written Proposal Protest Procedures may result in rejection of the protest. The District reserves the right to reject or address any protest at its discretion.

### **13. CONFLICT OF INTEREST**

By submitting a Proposal, the Proposer represents and warrants that no Commissioner, officer, or employee of the District is in any manner interested directly or indirectly in the Proposal or in the Lease Agreement which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 *et seq.* or Sections 87100 *et seq.* during the performance of services under the Lease Agreement. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Lease Agreement. Violation of this provision may result in the Lease Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt. No person previously in the position of Harbor Commissioner, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before the District, or any Commissioner, officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

The Proposer warrants that it currently has no organizational conflicts of interest. Alternatively, the Proposer must disclose all known organizational conflicts of interest. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a business or person is unable, or potentially unable, to render impartial assistance or advice to the District; a business or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other agreement.

See Sample Professional Services Agreement - Attachment C for additional conflict of interest provisions that will be in effect during the Lease term.

### **14. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 7920.000 *et seq.*) mandates public access to government records. Therefore, unless the information is exempt from disclosure by

law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between the District and the Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the District withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential. Additionally, Proposer may not designate Proposal Forms as confidential.

If the Proposer requests that the District withhold from disclosure information identified as confidential, and the District complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the District from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses related to the withholding of the proposer information. The Proposer shall not make a claim, sue or maintain any legal action against the District or its Commissioners, officers, employees, or agents in connection with the withholding or disclosure of Proposer information.

If the Proposer does not request that the District withhold from disclosure information identified as confidential, the District shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the District.

## **15. EX PARTE COMMUNICATION**

Proposers and Proposers' representatives may not communicate in any manner with a Commissioner, officer, employee, or agent of the District, except explicitly allowed by this RFP, regarding this RFP until after award of exclusive right to negotiate has been issued by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication regarding this RFP between a Proposer (or the Proposer's representative) and the District's General Manager, Commissioner, officer, employee or agent, regardless of who initiates the communication, other than as part of the process specified herein, before the District issues an exclusive right to negotiate.

## **16. WAIVER**

By submitting a Proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in this RFP including attachments and addenda; that Proposer has checked its Proposal for errors and omissions; that the amounts stated in its Proposal are correct and as intended by it and are a complete and correct statement of its base rent, percentage rent and estimated cost for upgrades to the facility for providing restaurant and bar services as required by this RFP including attachments and addenda.

The Proposer waives any claim against the District for costs incurred in preparing a Proposal and responding to this RFP.

**SAN MATEO COUNTY HARBOR DISTRICT**  
**REQUEST FOR PROPOSALS (RFP) 26-03**  
**CAFÉ AND OPTIONAL SEAFOOD MARKET LEASE**

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**ATTACHMENT A**  
**PROPOSED MONTHLY RENT & LEASE IMPROVEMENTS FORM**

**PROPOSED MONTHLY RENT AND LEASE IMPROVEMENTS FORM**

Pursuant to the RFP, the undersigned Proposer herewith submits a Proposal on the Proposal Form or Forms attached hereto and made a part hereof and binds itself on award by the San Mateo County Harbor District under this Proposal to execute a Lease Agreement in accordance with its Proposal, the Proposal Documents, and the award. The attached RFP and Addenda, if any, are made as part of this Proposal and all provisions thereof are accepted, and all representations and warranties required thereby are hereby affirmed.

<b>Year</b>	<b>Monthly Base Rent*</b>	<b>Estimated Monthly Gross Receipts</b>	<b>Percentage Rent**</b>
Example	\$20,000	\$200,000	5% on alcohol 3% on all other items

\*Monthly Base Rent will be increased on an annual basis as described in Sample Lease Agreement

\*\*Percentage Rent will be calculated as a percentage of gross receipts. If percentage rent exceeds the base rent, then the difference shall be paid to the District.

<b>Leasehold Improvement/Upgrade</b>	<b>Estimated Cost</b>

Due to the scale and likely capital investment required for this space, the District may consider an improvement allowance, phased rent structure, or other support during the initial startup and build-out period for qualified operators.

**The Proposal Form must be signed on the next pages (page 2 or 3 of Attachment A). Proposals submitted in any other form will be considered non-responsive and may be rejected. Signatures herein bind Proposer to the entirety of its Proposal, including all documents submitted with these Proposal Forms.**

**DOCUMENTS TO ACCOMPANY COST PROPOSAL:**

*Items from paragraphs 6A to 6G of the Proposal Content must accompany the Proposal for a Proposal to be deemed responsive.*

**NAME UNDER WHICH BUSINESS IS CONDUCTED**

**CONTACT INFORMATION OF PERSON AUTHORIZED TO EXECUTE CONTRACT**

Name:

Business Address:

City/State/Zip:

Telephone Number:

Email Address:

**MANDATORY SIGNATURE(S)**

**SOLE OWNER, sign here:** I sign as sole owner of the business named above.

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**PARTNERSHIP, one or more partners sign here:** The undersigned certify that we are partners in the business named above and that we sign this Proposal with full authority to do so.

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**CORPORATION OR LLC, sign here\***: The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Entity Name:

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Incorporated under the laws of the State

*\* If the Proposer is a corporation, this Proposal Form must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer, or assistant treasurer. In the alternative, this Proposal Form may be executed by a single officer or a person other than an officer if evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's board or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

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**IF JOINT VENTURE, officers of each participating entity sign here:** The undersigned certify that they sign this Proposal with full and proper authorization to do so.

Joint Venture Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT B**

**SITE MAP**



**ATTACHMENT C**  
**SAMPLE LEASE AGREEMENT**

## **SAMPLE LEASE AGREEMENT**

This LEASE AGREEMENT (the "Lease") is dated \_\_\_\_\_, 2026, and is entered into by and between SAN MATEO COUNTY HARBOR DISTRICT ("Landlord") and [INSERT NAME] ("Tenant"). Landlord and Tenant are referenced in the aggregate as the "Parties" and sometimes, when a provision applies to each of them individually, as a "Party."

### **Recitals**

A. Landlord is the owner of certain real property located at Pillar Point Harbor, in the San Mateo County Harbor District, County of San Mateo, State of California, Assessor's Parcel Number 047-083-060 (the "Property"); and

B. Tenant desires to operate a restaurant and bar, as described on Exhibit "A" (the "Premises").

C. The Parties wish to enter into this Lease and set forth the terms and conditions for Tenant Operations, as defined below.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, Landlord and Tenant agree as follows:

### **Agreement**

#### 1. Premises.

a. Lease Terms and Conditions. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon and subject to the following terms and conditions.

b. As Is Condition. Tenant accepts the Premises in an "As Is" condition without representation or warranty, express or implied, and subject to all matters of record, and acknowledges and agrees that Landlord shall not be under any obligation to improve the Premises (including without limitation making improvements that may be required by law, changes in laws, or new laws).

#### c. Common Areas.

(i) Tenant shall have the non-exclusive right to use areas outside of the Premises ("Common Area") that are intended and designated by Landlord from time to time for use by all tenants or the public. Tenant shall comply with all rules and regulations promulgated by Landlord or Landlord's General Manager for the Common Area provided they are in writing and are applicable to all tenants. Landlord may alter such Common Area at any time, provided that access to the Premises is not substantially affected.

(ii) Tenant will have an exclusive right to use the paved area in front of the Premises. Tenant must maintain and comply with the requirements to provide ADA access across this area.

(iii) Landlord, under its sole discretion, may allow mobile or temporary third-party food service providers in the Common Areas.

## 2. Use of Premises.

- a. Permitted Uses. Tenant shall use and occupy the Premises for the purpose of operating a café (add seafood market if applicable).
- b. Cooperation Among Tenants. Tenant shall cooperate with all other tenants of Landlord who are operating in the vicinity of the Premises and shall conduct its operations so as to avoid unreasonable interference with the operations of other tenants. If the operations of Tenant are impaired because of any acts or omissions of such other tenant, Tenant shall have no claim against Landlord on that account.
- c. Continuous Operation. Tenant acknowledges that the Premises are within real property that contains multiple retail tenants and the Premises are adjacent to Johnson Pier, the occupants and users of such properties may be adversely affected if Tenant's Premises were to be vacated or if Tenant were to have limited business hours, and that Landlord would also be adversely affected. Consequently, Tenant shall continuously and diligently operate the Premises throughout the Term and shall keep or cause the Premises to be kept open for business for not less than [hours to be negotiated], and six (6) days per week per calendar year, normally observed holidays excepted, consistent with sound business practice and weather and safety conditions. Provided, however, that:
- (i) Landlord agrees to waive Tenant's obligation for continuous operations under Section 2.c as follows: (a) until and through xxxx [Insert date of proposed opening of new business] for operations. In addition, with Landlord's written consent (which will not be unreasonably withheld), Tenant may be closed for maintenance or cleaning without being in violation of this provision.
  - (ii) Tenant shall operate on Saturday and Sunday of each week, normally observed holidays excepted.
  - (iii) Tenant may request reasonable interruptions in the operation for periodic taking of inventory, if it becomes necessary to change the management of the Premises, or if the Premises should be closed and the business of Tenant is restricted or temporarily discontinued therein on account of strikes, lockouts, pandemic, disaster, or similar causes beyond the reasonable control of Tenant. Tenant shall make such request in writing to the General Manager, who may waive Tenant's obligations under this Section 2.c. in the General Manager's sole and absolute discretion.
- d. Compliance with Laws. Notwithstanding the foregoing Section 2(a), Tenant shall not cause or permit the Premises to be used in any way that: (i) constitutes a violation of any law, ordinance, or governmental regulation or order regulating the manner of use by Tenant of the Premises (including, without limitation, any law, ordinance, regulation or order relating to Hazardous Materials), (ii) constitutes a nuisance or waste, or (iii) increases the cost of any insurance relating to the Premises paid by Landlord. Tenant shall obtain, at its sole cost and expense, all governmental permits, licenses and authorizations of whatever nature required by any governmental agencies having jurisdiction over Tenant's use or improvement of the Premises. Further, Tenant, at its sole cost, will comply with all rules and regulations promulgated by Landlord, and make all improvements to the Premises that may be required by law, including changes in law and new laws.
- e. Hazardous Materials. Tenant shall not cause or permit any Hazardous Materials to be generated, produced, brought upon, used, stored, treated or disposed of in or about

the Premises by Tenant, its agents, employees, contractors, sub-lessees or invitees in violation of any applicable laws, codes, ordinances or regulations governing the same

As used in this Lease, the term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Notwithstanding the foregoing, Tenant may use any ordinary and customary materials reasonably required in the normal course of Tenant's Operations, so long as such use is in compliance with applicable laws and regulations.

f. Nondiscrimination. Tenant shall not unlawfully discriminate, harass or allow harassment against employee or applicant for employment because of race, color, religious creed, citizenship, political activity or affiliation, national origin, ancestry, disability (physical or mental) including HIV and AIDS, marital status, age (40 and above), medical condition (cancer/genetic characteristics), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Tenant shall not unlawfully discriminate, harass or allow harassment against customers due to race, color, religious creed, citizenship, political activity or affiliation, national origin, ancestry, disability (physical or mental) including HIV and AIDS, marital status, age (40 and above), medical condition (cancer/genetic characteristics), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions) or any other characteristics protected under federal, state, or local laws.

### 3. Parking.

Tenant and Tenant's invitees are permitted, except as noted below, to park in unreserved, unassigned parking spaces adjacent to the Premises in compliance with District Ordinances and as posted. Landlord shall not be obligated to, but may, monitor use of such spaces, tow any vehicles at owner's expense, install any signs, or mark the spaces. Tenant will be issued three (3) annual parking permits, allowing Tenant to park in Lot A-1 nearest to Docks A, B, and C. The annual pass must be affixed to a single car or vehicle and is not transferrable.

### 4. Term (Subject to Negotiation).

The term of this Lease shall commence on \_\_\_\_\_, 2026 (the "Commencement Date"), and shall expire at 2400 hours (12 midnight) (insert # of years later -(the "Initial Term"). Upon the commencement of this Lease, the Prior Lease shall expire. By written agreement, the General Manager of Landlord and Tenant, upon mutual agreement, may extend the Initial Term by two additional terms of up to #of years each (each an "Additional Term" and together with the Initial Term, the "Term"). In addition, after the Additional Term, provided that Tenant is not in material default under the Lease,

Landlord agrees to give Tenant the right of first refusal to continue to lease the Premises on terms and conditions similar to the terms set forth in the Lease with reasonable CPI adjustment for rent. Upon the expiration of the Term, or earlier termination of this Lease, Tenant shall remove all of its personal property, including trade fixtures, and return the Premises to their original condition. If Tenant does not remove all of its personal property, Landlord may do so and may dispose of such property in any manner without liability to Tenant and Tenant hereby waives all statutes and other laws to the contrary.

5. Taxes.

a. Personal Property Taxes. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall use commercially reasonable efforts to have personal property taxed separately from the Premises. If any of Tenant's personal property is taxed with the Premises and paid by Landlord, Tenant shall reimburse Landlord the taxes for the personal property within (30) days after Tenant receives a written statement from Landlord for such personal property taxes, together with reasonable evidence showing the amount of personal property taxes paid by Landlord.

b. Possessory Interest Taxes. Tenant acknowledges that this Lease and Tenant's interest hereunder constitutes a possessory interest subject to property taxation, and as a result tenant is required to pay possessory interest taxes (a property tax) levied on that interest. Tenant shall pay such taxes, when due, to the levying authority.

6. Utilities.

Tenant shall pay for all utilities directly to the providers thereof, and acknowledges that electricity, gas and water are separately metered for the Premises. Tenant acknowledges that the District pays for water and sewer. Upon written demand from Landlord, Tenant shall reimburse Landlord for the cost of water and sewer service supplied to the Premises, as additional rent. Tenant shall also pay directly (or promptly reimburse Landlord upon written demand for, as additional rent) the cost of gas, telephone, garbage removal and all other utilities and services supplied to the Premises. Landlord shall, within twenty (20) days from Tenant's request, deliver to Tenant documentation, as provided to the Landlord by the utility or service provider, to support any such costs billed to Tenant.

7. Rent.

a. Rent Required. Commencing on the Commencement Date, Tenant shall pay Landlord, without offset, deduction, notice or demand, monthly rent as described in the following paragraphs. Rent for any period, which is less than one month, shall not be prorated and Tenant shall pay the full rent amount for any portion of a month.

b. Base Rent. On the first day of each calendar month beginning on the Commencement Date through xxxxx, Tenant shall pay a monthly base rent of xxxx. Beginning xxx, and each subsequent year, Base Rent shall increase by the greater of 3% or the annual percentage increase in the Consumer Price Index, All Urban Consumers ("CPI-U") for San Francisco-Oakland-Hayward, during the prior year as provided by the U.S. Bureau of Labor Statistics or similar data source. Landlord shall notify Tenant of the adjusted Rent Amount, but Tenant shall continue paying rent at the non-adjusted rate until such notice is delivered, at which point Tenant shall pay the amount of the unpaid adjustments since the adjustment date within ten (10) days after the notice is given.

c. Percentage Rent. On March 31, June 30, September 30 and December 31 of each year, Tenant shall determine the Percentage Rent for each of the preceding three calendar months as follows:

- (i) xxx percent (x%) of gross receipts.
- (ii) Notwithstanding the foregoing, Percentage Rent shall not be payable on (1) employee meals; (2) sales and use taxes and surcharges, provided that such taxes and surcharges are added to the selling price, separately stated and collected from customers; (3) tips, (5) delivery fees, (6) gift certificates, and (8) sales of fixtures, trade fixtures or personal property.
- (iii) Tenant shall pay to Landlord the positive difference for each month determined by the total of all Percentage Rent amounts (calculated pursuant to paragraph c.(i) above) less the Base Rent amount (paid pursuant to paragraph 7b. above) for each calendar month (the "True Up Amount"). The True up Amount for each calendar month is due on the immediately following April 24 (for months January, February and March), July 24 (for months April, May, and June), October 24 (for months July, August, and September), and January 24 (for months October, November and December), respectively.

d. Address for Payment. Rent shall be paid to Landlord at its address in Section 21 below, without deduction or offset, in lawful money of the United States of America or to such other place as Landlord may from time to time designate in writing.

8. Security Deposit.

Tenant shall pay Landlord an amount equal to the three months of the Base Rent listed in Section 7(b), as adjusted (the "Security Deposit"). Such amount shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease. Landlord may use the Security Deposit, or any portion of it, to cure Tenant's default or to compensate Landlord for any damage sustained by Landlord resulting from Tenant's default. Tenant shall not be entitled to, and Tenant hereby specifically waives any requirement that Landlord pay interest on the Security Deposit. Tenant hereby waives all statutes and laws governing the use of such Security Deposit and agrees that this Section 8 shall govern in lieu thereof.

9. Lease Guaranty.

Concurrently with Tenant's execution and delivery of this Lease, and as a condition to Tenant's rights under this Lease, [insert name], who is affiliated with or own interests in Tenant and will benefit from Landlord entering into this Lease, shall execute and deliver to Landlord a lease guaranty in the form attached hereto as Exhibit "B".

10. Late Charges; Interest.

Tenant acknowledges that late payment of rent or other sums due will cause Landlord to incur costs, the exact amount of which will be difficult to ascertain; accordingly, if any installment of rent or any other sum due from the Tenant is not received by Landlord within five (5) days of the date on which it is due, Tenant shall pay to Landlord as additional rent, sum of five percent (5%) of such overdue amount as liquidated damages. In addition, after rent payments are five (5) business days delinquent, the Tenant shall pay Landlord any attorneys' fees or notice/process service fees incurred by Landlord by reason of Tenant's failure to pay rent or other charges when due hereunder. In addition, all unpaid amounts shall accrue interest from the date due the lesser of the maximum rate allowed by law or five percent (5%) per annum until paid.

11. Alterations.

No structure, sign or other improvement of any kind shall be constructed on the Premises or Property by Tenant, its employees, agents or contractors without the prior written approval of Landlord in each case. However, Landlord agrees that Tenant may replace existing signs with Tenant's new business names provided they are of similar size and design with written approval by Landlord. Approval may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. In making any approved improvements or alterations, Tenant shall comply with all applicable laws, including prevailing wage laws (California Labor Code Sections 1720 et seq.) and shall defend, indemnify and hold Landlord as well as Landlord's, members, officers, directors, contractors, subcontractors, agents, and employees, harmless from and against any and all claims by contractors and subcontractors for prevailing wages. No approval by Landlord of any plans or specifications shall constitute (i) approval of architectural or engineering sufficiency or representation, or (ii) warranty by Landlord as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Tenant's use or purpose. Landlord, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications. Tenant expressly agrees to comply with all applicable signage ordinances.

12. General Maintenance and Repairs.

a. Tenant Obligations. Tenant shall perform general maintenance and repair of the Premises and keep all portions of the Premises, and any exterior areas under the exclusive control of tenant, including the area used for the trash containers, in a clean and orderly condition, as determined in the sole discretion of Landlord. Tenant's obligation to maintain and repair includes, but is not limited to, water, sewer, electric and gas lines located inside the Premises. Tenant at its own cost and expense shall provide for any janitorial, pest control, trash collection, and security services for the Premises and Landlord shall have no such obligations. Tenant shall be responsible for any damage done in or to the Premises caused by Tenant or its employees, agents, contractors and invitees. If Tenant fails to clean, maintain or repair the Premises or portions of the exterior area under exclusive control of the Tenant, as required by this Section, Landlord may,

upon a ten (10) days' prior written notice to Tenant, enter the Premises, as necessary, and perform such maintenance or repair (including replacement, as needed) on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair within ten (10) days after delivery of invoice. Tenant shall fulfill all of Tenant's obligations under this Section at Tenant's sole expense.

b. Landlord Obligations. Landlord shall not be obligated to make any repairs, replacement or renewals of any kind, nature or description whatsoever to the Premises, except that Landlord shall maintain the exterior and roof of the structure containing the Premises, including painting the exterior of the structure, and provided that Landlord shall maintain the Common Area.

### 13. Signage Program.

Tenant agrees to comply with Landlord's regulations, policies and guidelines governing signage, and pay costs and operational expense of installing and maintaining signage for the Premises on the Property. No signs, directional, guiding, or other stripes, lines, directions, or markings shall be installed or painted in or upon the Premises or removed by Tenant without prior written consent of Landlord. Notwithstanding the foregoing, the name "xxx" is proprietary to Tenant and all signage containing such name may be removed by Tenant upon termination or expiration of this Lease.

### 14. Insurance; Indemnity.

Tenant shall procure and maintain insurance issued by an insurer reasonably satisfactory to Landlord. The Tenant shall purchase, maintain, and keep in force during the term of this Lease at Tenant's sole cost and expense the following insurance:

a. **Certificate of Workers' Compensation Insurance** as required by the statutory laws of the State of California Labor Code.

b. **Certificate of General Liability** with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy number.

(i) Commercial General Liability policies shall include endorsements naming San Mateo County Harbor District, Its Commissioners, Officers, Agents, Volunteers and Employees as additional insured.

(ii) Endorsements for General Liability shall state that the Tenant's insurance is "primary" and San Mateo County Harbor District is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.

(iii) Minimum Insurance Requirements – General Liability Insurance:

- Two million dollars (\$2,000,000) each occurrence (combined single limit)
- Two million dollars (\$2,000,000) for personal injury liability
- Four million dollars (\$4,000,000) in the aggregate
- One million dollars (\$1,000,000) for damage to rented premises including fire protection.

Or other acceptable means of coverage acceptable by Landlord.

c. **Certificate of Auto Liability Insurance** with accompanying "Additional Insured"

endorsement documents. All endorsements shall clearly state policy number.

(i) Commercial Auto Liability policies shall include endorsements naming San Mateo County Harbor District, Its Commissioners, Officers, Agents, Volunteers and Employees as additional insured.

(ii) Endorsements for Auto Liability shall state that the Tenant's insurance is "primary" and San Mateo County Harbor District is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.

(iii) The Auto Liability Insurance requirement may be waived if Tenant and Tenant's employees will not be using any vehicle for business purposes on District property. This waiver will only be effective if the Tenant signs and delivers to the District a waiver form for non-auto use.

(iv) Minimum Insurance Requirements – Auto Liability Insurance:

- One million dollars (\$1,000,000) per occurrence for bodily injury and/or property damage
- Policy shall cover any auto.

d. All policies shall state by their terms and by an endorsement that said policy shall not be canceled until District shall have had at least thirty (30) days written notice of such cancellation.

e. Tenant shall deliver to Landlord, certificate(s) of insurance evidencing that such insurance is in force and effect and evidencing that Landlord, as well as Landlord's, members, officers, directors, contractors, subcontractors, agents, and employees have been named as an additional insured thereunder, if applicable. As a material part of the consideration to Landlord, Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord, as well as Landlord's, members, officers, directors, contractors, subcontractors, agents, and employees harmless from any third party loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property (collectively, "Claims") arising from or related to Tenant's use of the Premises before, during, and after the Term, the conduct of Tenant's business and/or any act or omission of Tenant, its employees, agents, contractors or invitees. All obligations under this Section shall survive the expiration or termination of this Lease.

#### 15. Disclaimer; Risk of Loss.

Landlord shall not be liable for injury to any person or for any damage to personal property sustained by Tenant or others, or any service facilities or due to the happening of accident, including any damage caused by water, wind storm, or by any gas, steam, electrical wiring, sprinkler system, plumbing, heating or conditioning apparatus; or acts or omissions of other occupants of the Property or due to any part or appurtenance thereof, including any and all furniture, fixtures, and equipment of Tenant becoming out of repair.

16. Default and Remedies; Holding Over; Waiver of Relocation Assistance.

a. Events of Default. Should Tenant be in default with respect to any monetary obligation pursuant to the terms of this Lease for a period of five (5) days after written notice from Landlord, or should Tenant fail to have any other default under this Lease within thirty (30) days after written notice from Landlord, then Landlord may treat any such event as a material breach of this Lease. Provided, that if such default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the thirty-day period and diligently and in good faith continues to cure the default. In addition to any or all other rights or remedies of Landlord provided by law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to Tenant, or any other person, to immediately terminate this Lease by written notice to Tenant and to re-enter and take possession of the Premises and remove all persons and property therefrom, and dispose of any property in any manner, without liability to Tenant. The form of notice of default hereunder may be in the form required by unlawful detainer statutes, such that Landlord need not give additional cure time to Tenant before termination and unlawful detainer proceedings.

b. Remedies; Damages. If Landlord terminates this Lease based on a default by Tenant, Landlord shall have rights to damages as provided by California Civil Code Section 1951.2. Landlord may also keep this Lease in effect and sue for rent as it comes due under California Civil Code Section 1951.4. Landlord reserves all of its equitable remedies, including rights to obtain injunctive relief.

c. No Relocation Assistance. Tenant acknowledges that Landlord may develop the Premises at some future date and Tenant may be displaced, but Tenant hereby agrees that Landlord shall have no obligation to Tenant under the California Relocation Assistance and Real Premises Acquisition statutes and guidelines. Tenant, after diligent review and consideration of possible impacts, hereby waives and forever releases Landlord, including its successors, officers, employees, attorneys, agents, representatives and anyone else acting on Landlord's behalf, of and from any and all claims, demands, actions or causes of action, obligations, liabilities, or claims for further compensation, known or unknown, based upon or relating to the California Relocation Assistance and Real Premises Acquisition statutes and guidelines and Landlord's subsequent use and development of the Premises, or Tenant's displacement therefrom. By such release, Tenant expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

\_\_\_\_\_  
Tenant's Initials

17. Waiver by Landlord.

Any waiver by Landlord of any default or breach of any covenant, condition, term, and agreement contained in this Lease, shall not be construed to be a waiver of any subsequent or other default or breach. The rights, powers, options, privileges, and remedies available to Landlord under this Lease shall be cumulative.

18. Attorneys' Fees.

Should either party to this Lease resort to litigation to enforce any provision of this Lease, the prevailing party shall be entitled to its attorneys' fees and reasonable costs incurred in litigating any dispute. However, if reasonable, prior to commencing litigation, the parties agree to meet and use good faith efforts to resolve their dispute within sixty (60) days.

19. Inspections by Landlord.

Landlord and its representatives, employees, agents or independent contractors may enter and inspect the Premises or any portion of the Premises or any improvements on the Premises at any time during business hours, or in an emergency, and at other times after Landlord has provided Tenant with 48 hours advance notice, for any purpose Landlord reasonably deems necessary.

20. Prohibition on Assignment and Subletting.

Tenant may not sublet or assign the Premises, or any portion of the Premises, or otherwise transfer its interest under this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld. Any attempted assignment, sublet or transfer made in violation of this provision shall be void. If Tenant requests Landlord's consent to an assignment or subletting, then Tenant shall pay to Landlord, as additional rent, within ten (10) days after written demand, Landlord's actual attorneys' fees incurred in connection with evaluating the request and any assignment documents or sublease and in connection with processing any required documents, or \$10,000.00, whichever is greater.

21. Notices.

All notices, demands and requests which may be given or which are required to be given by any party to this Agreement must be sent by (i) certified U.S. mail, postage prepaid, return receipt requested or (ii) a recognized private courier company (i.e., UPS, FedEx), to the following addresses, and shall be deemed delivered upon the date received:

To Landlord: San Mateo County Harbor District  
P.O. Box 1449  
El Granada, California, 94018  
Attn.: General Manager

To Tenant: [insert address]

22. No Principal/Agent Relationship.

Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, or of partnership or joint venture between Landlord and Tenant.

23. General Manager as Authorized Agent.

The General Manager of the San Mateo Harbor District is authorized to take any and all actions and to make any and all determinations on behalf of the Landlord for the purposes of this Lease.

24. Joint and Several.

If Tenant consists of more than one person, the obligation of all such persons shall be joint and several.

25. Complete Agreement.

This Lease constitutes the entire agreement between Landlord and Tenant pertaining to the specific subject matter of this Lease and supersedes all prior and contemporaneous agreements, representations and understandings of Landlord and Tenant, oral or written.

26. Modification.

No supplement, modification, amendment or change in any terms of this Lease shall be binding on the Parties unless in writing and executed by Tenant and Landlord.

27. Severability.

If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

28. Applicable Law and Venue.

This Lease shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The parties' consent to the jurisdiction of the California courts with venue in San Mateo County.

29. Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

30. Time of Essence.

Time is of the essence of every provision of this Lease in which time is a factor.

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31. No Brokers.

Each party represents and warrants that it has not engaged a broker, salesperson or finder to whom might be owed fees or commissions, and shall defend, indemnify and hold the other party harmless from and against any and all claims and liabilities for fees or commissions based on communications with that party.

32. In Trust.

The parties hereto acknowledge that District holds all portions of the District (including, but not limited to, the Premises and tidelands) in trust for the People of the State of California. As trustee, the District must exercise continuous supervision and control over the Premises. This Lease is subject to District's obligation, as trustee, with respect to the Premises, as such obligation has been, or may in the future be, further defined or described under California law. Notwithstanding anything to the contrary, express or implied in this Lease, this Lease is subject and subordinate to that certain grant of lands from the State to San Mateo County Harbor District pursuant to Stats. 1960, first Extraordinary Session, Chapter 68, effective July 7, 1960 (the "Grant Conditions"), including without limitation Sections 1(a) and (b) (affecting permitted uses, and allowing use by the State of California), 1(c) (prohibiting discrimination in charges, uses and services) and 1(f) (giving the State the right to use for highway purposes without compensation). Tenant hereby acknowledges, represents and warrants that it has reviewed and approved the Grant Conditions. Tenant hereby agrees to comply with and not violate the Grant Conditions.

Signatures on following page:

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the Effective Date.

**LANDLORD:**

SAN MATEO COUNTY HARBOR  
DISTRICT

By: \_\_\_\_\_  
James B. Pruett  
General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Trisha Ortiz, General Counsel

**TENANT:**

[Insert Name]

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

*(Two signatures of corporate officers  
required for corporations under  
Corporations Code Section 313, unless  
corporate documents authorize only one  
person to sign this Agreement on behalf  
of the corporation.)*

**EXHIBIT "A"**

**DESCRIPTION OF PREMISES**

The premises described at Pillar Point Harbor, El Granada, California consisting of approximately 2,132 square feet of space within the existing concession building and 525 square feet outside seating space.

[Attach Schematic of the Premises-see attachment B of the RFP]

## EXHIBIT "B"

### FORM OF LEASE GUARANTY

#### GUARANTY OF LEASE

THIS GUARANTY OF LEASE ("Guaranty") is made by \_\_\_\_\_  
\_\_\_\_\_ ([collectively and jointly and severally,] "Guarantor"), in favor of the  
SAN MATEO COUNTY HARBOR DISTRICT ("Landlord") in connection with that certain  
Lease Agreement dated \_\_\_\_\_, 2026 (the "Lease") pursuant to which Landlord  
leases to [Insert Individual(s) name] ("Tenant"), certain "Premises" (as more particularly  
defined in the Lease) on property owned by the Landlord in the County of San Mateo.

As a material inducement to and in consideration of Landlord entering into the Lease,  
Landlord having indicated that it would not enter into the Lease without the execution of this  
Guaranty, Guarantor does hereby agree with Landlord as follows:

1. Guarantor does hereby unconditionally and irrevocably guarantee, as a primary obligor and not as a surety, and promise to perform and be liable for any and all obligations and liabilities of Tenant under the terms of the Lease
2. Guarantor does hereby agree that, without the consent of Guarantor and without affecting any of the obligations of Guarantor hereunder: (a) any term, covenant or condition of the Lease may be hereafter amended, compromised, released or otherwise altered by Landlord and Tenant, and Guarantor does guarantee and promise to perform all the obligations of "Tenant" under the Lease as so amended, compromised, released or altered; (b) any guarantor of or party to the Lease may be released, substituted or added; (c) any right or remedy under the Lease may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; (d) Landlord or any other person acting on Landlord's behalf may deal in any manner with Tenant, any guarantor, any party to the Lease or any other person; and (e) all or any part of the Premises or of the rights or liabilities of "Tenant" under the Lease may be sublet, assigned or assumed. This is a continuing guaranty.
3. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right to require Landlord to proceed against Tenant or any other person or to pursue any other remedy before proceeding against Guarantor; (b) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (c) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant (other than any defense based on Landlord's acts or omissions), of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement. Without in any manner limiting the generality of the foregoing, Guarantor hereby waives the benefits of the provisions of Sections 2809, 2810, 2819, 2845, 2849, 2850, 2899 and 3433 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.

4. Guarantor hereby waives and agrees not to assert or take advantage of any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of adverse change in the financial status of Tenant or other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind.
5. Until all Tenant's obligations under the Lease are fully performed, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor under this Guaranty; and (b) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant under, arising out of or related to the Lease or Tenant's use or occupancy of the Premises.
6. The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law and/or in equity.
7. This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns (including any purchaser at a judicial foreclosure or trustee's sale or a holder of a deed in lieu thereof). This Guaranty may be assigned by Landlord voluntarily or by operation of law.
8. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. The obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Tenant, or by any defense which Tenant may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding. Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.
9. During the Term of the Lease, Guarantor shall, upon ten (10) days prior written notice from Landlord, provide Landlord with current financial statements for Guarantor and if requested by Landlord, financial statements of the two (2) years prior to the current

financial statement year. Such statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Guarantor, shall be audited by an independent certified public accountant. Notwithstanding anything to the contrary contained herein, if Guarantor is a publicly traded corporation making annual 10-K filings with the Securities and Exchange Commission, Guarantor may satisfy the requirements of this section with respect to delivery of financial information by delivery of Guarantor's most recent annual report filed with the Securities and Exchange Commission.

10. As a further material part of the consideration to Landlord to enter into the Lease with Tenant, Guarantor agrees: (a) the law of the State of California shall govern all questions with respect to the Guaranty; (b) any suit, action or proceeding arising directly or indirectly from the Guaranty, the Lease or the subject matter thereof shall be litigated only in courts located within the county and state in which the Premises is located; (c) Guarantor hereby irrevocably consents to the jurisdiction of any local, state or federal court located within the county and state in which the Premises is located; and (d) without limiting the generality of the foregoing, Guarantor hereby waives and agrees not to assert by way of motion, defense or otherwise in any suit, action or proceeding any claim that Guarantor is not personally subject to the jurisdiction of the above-named courts, that such suits, action or proceeding is brought in an inconvenient forum or that the venue of such action, suit or proceeding is improper.
11. This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any Guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer or director of Landlord. When the context and construction so requires, all words used in the singular herein shall be deemed to have been used in the plural. The word "person" as used herein shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. Time is strictly of the essence under this Guaranty and any amendment, modification or revision hereof. If Guarantor is a corporation, limited liability company, partnership or other entity, each individual executing this Guaranty on behalf of such corporation, limited liability company, partnership or other entity represents and warrants that he or she is duly authorized to execute and deliver this Guaranty on behalf of such corporation, limited liability company, partnership or other entity in accordance with the governing documents of such corporation, limited liability company, partnership or other entity, and that this Guaranty is binding upon such corporation, limited liability company, partnership or other entity in accordance with its terms. If Guarantor is a corporation, limited liability company, partnership or other entity, Landlord, at its option, may require Guarantor to concurrently with the execution of this Guaranty, deliver to Landlord a certified copy of a resolution of the board of directors of said corporation, or other authorizing documentation for such entity authorizing or ratifying the execution of this Guaranty. If either party hereto participates in an action against the other party arising out of or in connection with this Guaranty, the prevailing party shall be entitled to have and

recover from the other party reasonable attorneys' fees, collection costs and other costs incurred in and in preparation for the action. The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means Tenant and also any assignee of the interest of "Tenant" in the Lease or any subtenant of all or any part of the Premises and their respective successors in interest. If there is more than one undersigned Guarantor, (a) the term "Guarantor", as used herein, shall include all of the undersigned; (b) each provision of this Guaranty shall be binding on each one of the undersigned, who shall be jointly and severally liable hereunder; and (c) Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order.

12. Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and shall be delivered by certified mail or reputable overnight delivery service addressed to the party to be notified at the address set forth below, or to such other place as the party to be notified may from time to time designate by at least ten (10) days' notice to the notifying party.

To Landlord:

San Mateo County Harbor District  
Attn.: General Manager  
P.O. Box 1449  
El Granada, California 94018

To Guarantor

Guarantor:

\_\_\_\_\_

Executed as of \_\_\_\_\_, 2026.

**ATTACHMENT D**  
**ACKNOWLEDGEMENT OF ADDENDA**

**SAN MATEO COUNTY HARBOR DISTRICT**

**ACKNOWLEDGEMENT OF ADDENDA**

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the RFP Documents. If none received, write "None Received."

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

Date: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_