

CITY OF MORRO BAY
TOURISM BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD
MEETING AGENDA
THURSDAY, OCTOBER 11, 2012 @ 9:00 A.M.
VETERANS' MEMORIAL BUILDING

Board Member John Meyers will be communicating by teleconference from the following location: 1394 San Mateo Drive, Palm Springs 92264 (760) 832-6217

- I. CALL TO ORDER**
- II. PUBLIC COMMENT PERIOD**
- III. BOARD ANNOUNCEMENTS**
- IV. APPROVAL OF MINUTES – the Minutes for the August 23, 2012 Special Meeting and the September 13, 2012 regular meeting**
- V. UNFINISHED BUSINESS**
 - A) Discussion of Lease Term Agreements for the Future Visitor Center at 255 Morro Bay Blvd
 - B) Continued Discussion on a Mobile-friendly App for MorroBay.org
- VI. MONTHLY REPORTS**
 - A) Visitors Center Report – Craig Schmidt
 - B) BCA Advertising Agency Report – Shari Clark
 - C) Trade Show Sub-Committee Report
 - D) Web Site Sub-Committee Report
 - E) Hotel Packaging Sub-Committee Report
 - F) Creative Sub-Committee Report
 - G) Public Relations Sub-Committee Report
 - H) Budget Sub-Committee Report
 - I) Visitors and Conference Bureau Report/County Business Improvement District Report
 - J) Review of Transient Occupancy Tax
 - K) Tourism Bureau Formation Business Sub-Committee Report -
 - L) Tourism Bureau Hiring Process Sub-Committee Report
- VII. NEW BUSINESS**
 - A) Schedule a Mid-Year Review meeting with all Hoteliers/Stakeholders in November, 2012
 - B) Discussion of Off-season Occupancy Rates and possible Events or Promotions that might help
 - C) Discussion of Release of funds to the Morro Bay Tourism Bureau
 - D) Discussion of Restaurant Month – January 2013
 - E) Discussion of Retaining Legal Counsel to negotiate Contracts for Morro Bay Visitor Center, Flow of TBID Funds, Regional Marketing Funds, and BCA Contract.
 - F) Discussion of the 2012/2013 California Welcome Centers/Certified Contract
- VIII. DECLARATION OF FUTURE AGENDA ITEMS**
- IX. ADJOURNMENT**

MISSION STATEMENT

THE MORRO BAY TOURISM BUSINESS IMPROVEMENT DISTRICT (MBTBID) ADVISORY BOARD ADVISES THE CITY COUNCIL ON THE ADMINISTRATION AND USE OF THE MBTBID ASSESSMENT FUNDS. THE BOARD RECOMMENDS PROJECTS TO THE CITY OF MORRO BAY TO PROMOTE TOURISM TO DIRECTLY BENEFIT THE CITY'S LODGING INDUSTRY.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE CITY CLERK, (805) 772-6205. NOTIFICATION 24 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

COPIES OF STAFF REPORTS OR OTHER PUBLIC DOCUMENTATION RELATING TO EACH ITEM OF BUSINESS REFERRED TO ON THIS AGENDA ARE ON FILE IN THE OFFICE OF THE CITY CLERK AND AVAILABLE FOR PUBLIC INSPECTION AND REPRODUCTION AT COST.

CITY OF MORRO BAY

TOURISM BUSINESS IMPROVEMENT DISTRICT COMMITTEE

MINUTES – THURSDAY, SEPTEMBER 13, 2012

MEMBERS PRESENT: KAREN BIAGGINI, JOAN SOLU, ALEX AMINI, NICK MENDOZA, MICHELE JACQUEZ, JOHN MEYERS (TELECONFERENCED)

MEMBERS ABSENT: JAYNE BEHMAN

STAFF PRESENT: JAMIE BOUCHER, CITY CLERK

OTHERS PRESENT: SHARI CLARK, BCA
HANK ROTH, CHAMBER OF COMMERCE

I. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chair Solu.

II. PUBLIC COMMENT PERIOD

Dennis Miller wants to run the Tourism Bureau. He feels that bringing in movie business to our County and City will bring more money to the area. He invited us to think bigger.

III. BOARD ANNOUNCEMENTS

Chair Solu announced the Avocado Margarita Festival on Saturday and Sunday, September 15th and 16th; WOW week has begun at Cal Poly; the Harbor Festival will be held on Saturday and Sunday, October 6th and 7th; MBHS has a football game on Friday, September 14th vs SLO High School.

IV. APPROVAL OF MINUTES

MOTION: Member Mendoza motioned for approval of the Special Meeting minutes of July 26, 2012 and the regular minutes of August 9, 2012, Member Amini seconded, all in favor (6-0).

V. UNFINISHED BUSINESS

A) Continued Discussions of Potential Locations for Future Visitor Center

Chair Solu related that they have entered into an agreement for the location at 255 Morro Bay Blvd and hope to have an agreement for the Board's review at the next meeting. At that point, they can look into making site improvements. They are also currently beginning to inventory the "insides" at the Chamber – desks, computers, etc... to see what they may be able to use at the Center. The goal is to have the facility open by January 1, 2013.

Member Amini isn't thrilled with the color of the trim and hopes we can have it repainted.

- B) Continued Discussion on a Mobile-friendly App for MorroBay.org
Shari Clark of BCA provided the Board with an implementation estimate of \$3240. There was discussion held regarding the JackRabbit app which is very costly at \$5000/annually; it includes an availability app but doesn't include the ability to book on your phone.

ACTION: Shari and Joan to enter into deeper conversations in an effort to renegotiate the \$5000/year fee with JackRabbit and bring back costs as well as see how much it would cost to have BCA do the work instead. Bring the costs for review to the next regular meeting.

- C) Review of Footage from "Dreamin' California's Coast" Production
The Board watched a short Morro Bay segment to the full length feature, "Dreamin' California's Coast" that has been in the works for 2 years and was produced by TravelScope. This same video is airing on various PPS channels for the next 12 months. You can look up Travelscope.com for viewing information.

VI. MONTHLY REPORTS

- A) Visitors Center Report
Chamber Representative Hank Roth provided an update on the activity at the Visitor's Center.
- B) BCA Advertising Agency Report
Shari Clark, BCA representative, provided an update on the marketing and advertising report.
- C) Trade Show Sub-Committee
Chair Solu provided an update on the Savor the Central Coast event. She feels that Morro Bay is receiving a lot of exposure through this event which includes the Bay Cruise, the Savor Event, the Battle of the Bay, a lunch at Tognazzini's, and a Savor/VCB Fam Tour.
- D) Web Site Sub-Committee - Did not meet
- E) Hotel Packaging Sub-Committee Report – Did not meet
- F) Creative Sub-Committee Report
Shari covered "creative" during her marketing report
- G) Public Relations Sub-Committee – Did not meet
- H) Budget Sub-Committee Report – Did not meet
- I) VCB/CBID Reports
Member Meyers discussed the last 2 meetings he attended; there was VCB Board approval of their budget as well as much discussion covering the Savor event.
- J) Review of Transient Occupancy Tax
Chair Solu provided the quarterly TOT report. She wanted to ensure that in November, they held a deeper discussion of TOT, held at a local hotel with all stakeholders invited. Receipts are up and occupancy was down 1%. The jump in ADR was gigantic.
- K) Tourism Bureau Formation Business Sub-Committee Report
Member Amini announced that as soon as a final copy of the by-laws is received, they can move forward with insurance as well as checking accounts. They would

also like to approach a couple of local CPA firms to locate an accountant but plan on leaving the final decision to the Director of Tourism.

L) Tourism Bureau Hiring Process Sub-Committee Report

Resumes have been received; the deadline to apply is Monday, September 17, 2012 after which a review will begin. Community members will be asked to participate on the oral board panels. They will then move forward with dates for interviewing.

VII. NEW BUSINESS - None

VIII. DECLARATION OF FUTURE AGENDA ITEMS

- 1) Schedule a Mid-year Review Meeting with all Hoteliers/Stakeholders in November to “go over everything”.
- 2) Continued discussion on Mobile Friendly App for MorroBay.org.
- 3) Continued discussion on the Lease Agreement for the new Visitor Center location.
- 4) Focus on getting occupancy up in the off-season through additional special events and/or promotions.
- 5) Status of the PSA’s

IX. ADJOURNMENT

The meeting was adjourned at 11:25 a.m.

CITY OF MORRO BAY

TOURISM BUSINESS IMPROVEMENT DISTRICT ADVISORY BOARD

MINUTES - THURSDAY, AUGUST 23, 2012; 9:00 A.M.

MEMBERS PRESENT: JOAN SOLU, ALEX AMINI, NICK MENDOZA, KAREN BIAGGINI, MICHELE JACQUEZ, JAYNE BEHMAN, JOHN MEYERS

MEMBERS ABSENT: NONE

STAFF PRESENT: ROBERT SCHULTZ, CITY ATTORNEY

I. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chair Solu.

II. PUBLIC COMMENT PERIOD

John Barta spoke regarding the responsibilities of the Director of Tourism. A good Director costs money, has responsibility and has authority. Please don't dilute the workload, instead hold them responsible and allow them room to maneuver.

III. DISCUSSION AND APPROVAL OF THE OF THE BY-LAWS FOR THE MB TOURISM BUREAU

Discussion and review was held on this draft of the By-laws as revised from discussions held at the last special meeting.

MOTION: Member Jacquez moved to accept the MB Tourism Bureau By-laws as amended with one more spell check of the document as well as a "strike-thru" in Article XI, Section 2, ~~E: Serve as an ex-officio member of all committees, and.~~ The motion was seconded by Member Mendoza and carried unanimously 7-0.

IV. DISCUSSION AND DEVELOPMENT OF THE JOB DESCRIPTION AND JOB ADVERTISEMENT FOR THE DIRECTOR OF TOURISM

The final job description and job advertisement had been sent to all members the previous night for review. Discussion was held and minor changes made (595 Napa to 595 Harbor), and the timeline was updated. City Attorney did research on the interview process and discovered that all members could be a part of the interview panel through closed session without being worried about the Brown Act.

MOTION: Member Biaggini moved to accept the job description and job advertisement for the Director of Tourism. The motion was seconded by Member Amini and carried unanimously 7-0.

V. DISCUSSION AND CONSIDERATION OF FUTURE SITES TO INCLUDE FUNDING MECHANISMS FOR THE VISITOR'S CENTER

The Sub-committee (Joan Solu, Karen Biaggini and John Meyers) has met and reviewed the viable alternatives. A report was sent to the TBID Board members last evening with recommendations. The Morro Bay Realty Building and the Centennial Building are the 2 alternatives available. The Centennial building which is 480 square feet could cost up to

\$35,000 to remodel. The Morro Bay Realty Building on Morro Bay Blvd. (corner of Morro and Morro Bay Blvd); rent would be \$800/month plus utilities; improvement costs range between \$3000 - \$5000; 450 square feet; there are 5-6 designated parking spaces; and there needs to be some landscaping done.

Discussion was held amongst the members. It is thought that having a public restroom would be important, especially if we were to be able to make Morro Bay a California Visitor's Center as well. Having adequate parking is also important. Spending the money on the Centennial Building is a concern. Discussed was the possibility of no more than a 3 year lease with the ability to negotiate the lease terms down. The Board leaned towards the Morro Bay Realty Building. And if the Morro Bay Realty Building is chosen, then the Board needs to work immediately towards working on signage.

MOTION: Member Jacquez moved to go forward with the Morro Bay Realty Building and have the Sub-committee work with Morro Bay Realty on lease agreement terms that can be brought back to the Board. In addition, the Board is not to abandon the Centennial Building concept and work should begin with the City on signage for the new Visitor's Center location. The motion was seconded by Member Biaggini and carried unanimously 7-0.

VI. DISCUSSION ON THE COMMUNITY SELECTION COMMITTEE OF THE INTERVIEW PANEL FOR THE TOURISM DIRECTOR

City Attorney Rob Schultz researched and discovered it was possible for the Board to meet in closed session in order to hold the interviews. The Board members discussed the option of having one large interview panel versus breaking the board up into 2 panels as well as whether or not to include community members in the decision making process. The consensus was to have two, 5 member panels and include 3 community members as getting their input should prove valuable.

MOTION: Member Biaggini moved that the Sub-committee continue in the process of resume review and selection of candidates, set up interview panels which will be comprised of two 5 person panels to include 3 additional community members, hopefully one of which is a City employee with human resources background. The motion was seconded by Member Jacquez and carried unanimously 7-0.

VII. DISCUSSION AND SELECTION OF OFFICERS FOR THE TOURISM BUREAU BOARD

It is required that a selection of officers take place in order to move this process through. Member Behman felt it important that the Secretary be somebody who is detail oriented and can sign off on documents of the Board and that the Treasurer, with the amount of money we handle, doesn't control the money but instead can make reports, as we can hire somebody who physically handles money matters.

MOTION: Member Biaggini moved to the board mirror the existing TBID Board Chair and Vice-Chair as well as appoint John Meyers as Secretary and Karen Biaggini as Treasurer of the Tourism Bureau Board. The motion was seconded by Member Mendoza and carried unanimously 7-0.

VIII. ADJOURNMENT – The meeting was adjourned at 10:35 a.m.



COMMERCIAL LEASE AGREEMENT (C.A.R. Form CL, Revised 11/11)



Date (For reference only): September 7, 2012

Morro Bay Properties, LLC ("Landlord") and Morro Bay Tourism Bureau ("Tenant") agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 255 Morro Bay Blvd, Morro Bay, CA 93442 ("Premises"), which comprise approximately 100.000 % of the total square footage of rentable space in the entire property. See exhibit for a further description of the Premises.

2. TERM: The term begins on (date) October 1, 2012 ("Commencement Date"), (Check A or B):

- A. Lease: and shall terminate on (date) September 30, 2015 at 11:59 AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy... B. Month-to-month: and continues as a month-to-month tenancy... C. RENEWAL OR EXTENSION TERMS: See attached addendum CL-01

3. BASE RENT:

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY): (1) \$ 850.00 per month, for the term of the agreement. (2) \$ per month, for the first 12 months of the agreement... (3) \$ per month for the period commencing and ending and \$ per month for the period commencing and ending and \$ per month for the period commencing and ending (4) In accordance with the attached rent schedule. (5) Other:

- B. Base Rent is payable in advance on the 1st (or day of each calendar month, and is delinquent on the next day. C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period.

4. RENT:

- A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit. B. Payment: Rent shall be paid to (Name) Maston Bay Properties, LLC at (address) 1129 Carleton Street, Berkeley, CA 94702, or at any other location specified by Landlord in writing to Tenant. C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on October 1, 2012. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

- A. Tenant agrees to pay Landlord \$ 1,500.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent. B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials () ()

Tenant's Initials (KB) ()

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Reviewed by _____ Date _____

Premises: 255 Morro Bay Blvd, Morro Bay, CA 93442

Date September 7, 2012

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>10/01/2012</u> To <u>10/31/2012</u> Date Date	\$ <u>850.00</u>	\$ _____	\$ <u>850.00</u>	<u>10/01/2012</u>
B. Security Deposit	\$ <u>1,500.00</u>	\$ _____	\$ <u>1,500.00</u>	<u>09/15/2012</u>
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>2,350.00</u>	\$ _____	\$ <u>2,350.00</u>	_____

8. PARKING: Tenant is entitled to _____ unreserved and 5 reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. ADDITIONAL STORAGE: Storage is permitted as follows: Inside building. The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. LATE CHARGE; INTEREST; NSF CHECKS: Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 100.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. CONDITION OF PREMISES: Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: see Move In Move Out Inspection form. Items listed as exceptions shall be dealt with in the following manner: _____

12. ZONING AND LAND USE: Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. TENANT OPERATING EXPENSES: Tenant agrees to pay for all utilities and services directly billed to Tenant and quarterly landscape maintenance.

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. (If checked) Paragraph 14 does not apply.

15. USE: The Premises are for the sole use as Office Space for Morro Bay Visitor Center. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. RULES/REGULATIONS: Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and excluding landscaping, exterior lighting and sprinkler maintenance.

Landlord's Initials (JD) (_____)

Tenant's Initials (KB) (_____)

Reviewed by _____ Date _____



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or _____) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) Provide 90 day written notice of intent to vacate or renew.
All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by re letting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 1,000,000. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials ([Signature]) (_____)

Tenant's Initials (KB) (_____)

Reviewed by _____ Date _____



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.

34. **DISPUTE RESOLUTION:**

- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
 (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
 (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials DL / _____ Tenant's Initials KB / _____

Landlord's Initials (DL) (_____)

Tenant's Initials (KB) (_____)

Reviewed by _____ Date _____



Premises: 255 Morro Bay Blvd, Morro Bay, CA 93442

Date September 7, 2012

35. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Maston Bay Properties

Tenant: Morro Bay Tourism Bureau

1129 Carleton Street, Berkeley, CA 94702

255 Morro Bay Blvd

Morro Bay, CA 93442

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** Addendums, CL-01, CL-02, Lease/Rental Mold and Ventilation

Addendum-LRM, AD-1 and A-D2 Disclosure Regarding Agency Relationships, Move In Move Out inspection Form MIMO.

The following ATTACHED supplements/exhibits are incorporated in this agreement: Option Agreement (C.A.R. Form OA)

40. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: _____ (Print Firm Name) is the agent of

(check one):

the Landlord exclusively; or both the Tenant and Landlord.

Selling Agent: Morro Bay Realty Rentals (Print Firm Name) (if not same as Listing Agent) is the agent of

(check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (M) _____

Tenant's Initials (KRP) _____



Premises: 255 Morro Bay Blvd, Morro Bay, CA 93442

Date September 7, 2012

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Karen Biaggio, Tres Date 10-8-12

Morro Bay Tourism Bureau
(Print Name)
Address 255 Morro Bay Blvd City Morro Bay State CA Zip 93442

Tenant _____ Date _____
(Print Name)
Address _____ City Bay State _____ Zip _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____
Guarantor _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord Juli E. Wilkins Date Sept. 26, 12
(owner of agent with authority to enter into this agreement) Maston Bay Properties, LLC
Address 1129 Carleton Street City Berkeley State CA Zip 94702

Landlord _____ Date _____
(owner or agent with authority to enter into this agreement)
Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) Morro Bay Realty Rentals DRE Lic. # 01129557

By (Agent) _____ DRE Lic. # 01486314 Date _____
Barbara Fisher
Address 805 Main Street City Morro Bay State CA Zip 93442
Telephone (805) 772-6414 Fax (805) 772-6412 E-mail bfisher@morrobayrealtvrentals.com

Real Estate Broker (Listing Firm) _____ DRE Lic. # 01129557

By (Agent) _____ DRE Lic. # _____ Date _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Fax _____ E-mail _____

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CALIFORNIA
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ADDENDUM
(C.A.R. Form ADM, Revised 4/12)



WESTERN HERITAGE
REALTY

No. CL-01

The following terms and conditions are hereby incorporated in and made a part of the: Residential Purchase Agreement, Manufactured Home Purchase Agreement, Business Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Vacant Land Purchase Agreement, Residential Income Property Purchase Agreement, Commercial Property Purchase Agreement, Other Commercial Lease Agreement

dated September 7, 2012, on property known as 255 Morro Bay Blvd, Morro Bay, CA

in which Morro Bay Tourism Bureau is referred to as ("Buyer/Tenant")
and Maston Bay Properties, LLC is referred to as ("Seller/Landlord").

Option to Renew: Tenant shall have one (1) option to extend for one to five (1-5) years at the prevailing market rate by giving Landlord three (3) months notice. Landlord and Tenant shall work together in good faith to determine the rent due during the option term. If Landlord and Tenant have not reached agreement by the date that is two (2) months prior to the expiration of the term, either Landlord or Tenant may rescind the exercise of the option to renew, and the Lease will terminate on September 30, 2015.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 10-8-12 Date _____

Buyer/Tenant Karen Biaggini Tres Seller/Landlord [Signature]
Morro Bay Tourism Bureau Maston Bay Properties, LLC

Buyer/Tenant _____ Seller/Landlord _____

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ADM REVISED 4/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

Agent: Kate McMillen Phone: 805.772.6414 Fax: 805.772.6412 Prepared using zipForm® software
Broker: Morro Bay Realty 805 Main St Morro Bay, CA 93442



CALIFORNIA
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ADDENDUM
(C.A.R. Form ADM, Revised 4/12)



WESTERN HERITAGE
REALTY

No. CL-02

The following terms and conditions are hereby incorporated in and made a part of the: Residential Purchase Agreement, Manufactured Home Purchase Agreement, Business Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Vacant Land Purchase Agreement, Residential Income Property Purchase Agreement, Commercial Property Purchase Agreement, Other Commercial Lease Agreement

dated September 7, 2012, on property known as 255 Morro Bay Blvd, Morro Bay, CA

in which Morro Bay Tourism Bureau is referred to as ("Buyer/Tenant")
and Morro Bay Properties, LLC is referred to as ("Seller/Landlord").

- Landlord agrees to split the cost of outside deck area (pavers, wood/glass windbreak, built in seating) to be shared equally as long as cost does not exceed \$3000.
- Landlord gives Tenant permission to make access from parking area through the front door ADA compliant.
- Landlord will provide exterior lighting and sprinklers in working order. Tenants will maintain landscaping, exterior lighting and sprinklers.
- Landlord gives Tenant permission to designate a handicap parking space in the parking lot directly in front of the building.
- Landlord gives permission to tenant to remove existing carpet and install laminate floor.
- Landlord DOES NOT represent that bathroom meets Federal guidelines for ADA compliancy.

All modifications to building must be completed by licensed and insured Contractor with any required building permits. Tenant must receive Landlord's prior written consent for additional modifications. Any temporary ADA modifications (i.e. access ramp at front door) are to be performed at Tenant's cost and removed at tenants cost upon vacating premises.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 10-8-12 Date _____

Buyer/Tenant Karen Biagioni Treas Seller/Landlord John E. Williams
Morro Bay Tourism Bureau Morro Bay Properties, LLC

Buyer/Tenant _____ Seller/Landlord _____

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ADM REVISED 4/12 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Agent: Kate McMillen Phone: 805.772.6414 Fax: 805.772.6412 Prepared using zipForm® software
Broker: Morro Bay Realty 805 Main St Morro Bay, CA 93442



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LEASE/RENTAL MOLD AND VENTILATION ADDENDUM
(C.A.R. Form LRM, 4/05)



WESTERN HERITAGE
REALTY

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, other Commercial Lease Agreement, dated September 7, 2012, on property located at (Street Address) 255 Morro Bay Blvd, Morro Bay, CA (Unit/Apartment) _____ (City) Morro Bay (State) CA (Zip Code) 93442 ("Premises"), in which Morro Bay Tourism Bureau is referred to as

is referred to as "Tenant" and Maston Bay Properties, LLC is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant (Signature) Karen Braggini-Tres Date 10-8-12

(Print Name) Morro Bay Tourism Bureau

Tenant (Signature) _____ Date _____

(Print Name) _____

Tenant (Signature) _____ Date _____

(Print Name) _____

Landlord (Signature) J. E. Dukan Date Sept. 21, '12

(Print Name) Maston Bay Properties, LLC

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LRM 4/05 (PAGE 1 OF 1)

Buyer's Initials (____) (____)
Seller's Initials (____) (____)
Reviewed by _____ Date _____



LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell property through the listing agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a property for a property for which no listing exists and presents an offer to purchase to the seller. (o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): the seller exclusively; or both the buyer and seller.
 (Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.
 (Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Buyer's/Tenant's Initials (_____) (_____)
 Seller's/Landlord Initials (JS) (_____)

Reviewed by _____ Date _____





**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**
(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 11/09)



When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.
To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.
To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully.
I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Landlord Tenant Karen Bicegan Trust Date 10-8-17
Morro Bay Tourism Bureau

Buyer Seller Landlord Tenant _____ Date _____

Agent Morro Bay Realty Rentals DRE Lic. # 01129557
Real Estate Broker (Firm)

By _____ DRE Lic. # 01486314 Date _____
(Salesperson or Broker-Associate) Barbara Fisher

AGENCY DISCLOSURE COMPLIANCE (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

[Signature] _____ Date Sept 21, 12
Seller/Landlord _____ Seller/Landlord _____ Date _____
Maston Bay Properties, LLC

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Reviewed by _____ Date _____





CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM
(C.A.R. Form ADM, Revised 4/12)



WESTERN HERITAGE
REALTY

No. CL-03

The following terms and conditions are hereby incorporated in and made a part of the: Residential Purchase Agreement, Manufactured Home Purchase Agreement, Business Purchase Agreement, Residential Lease or Month-to-Month Rental Agreement, Vacant Land Purchase Agreement, Residential Income Property Purchase Agreement, Commercial Property Purchase Agreement, Other _____

dated September 7, 2012, on property known as 255 Morro Bay Blvd, Morro Bay, CA

in which Morro Bay Tourism Bureau is referred to as ("Buyer/Tenant")
and Maston Bay Properties is referred to as ("Seller/Landlord").

Item #2 of Commercial lease agreement dated September 7, 2012 is modified as follows:

Lease Term start date is changed to October 20, 2012. Lease to terminate on October 19, 2015.

Security Deposit due 10/10/12. One month's rent due 10/20/12. 10 days November rent in the amount of \$283.33 due 11/20/12. All rents thereafter are due by the 1st of the month per item

Additional terms and conditions:

Owner to provide rent credit of \$80 towards new flooring costs.

Owner will pay to replace cracked window in back room and provide window lock for front window.

Owner will pay to paint and re-hang original door to back room.

Owner authorizes tenants to re-paint trim at tenant cost.

All improvements to landscaping that are completed after lease start date will be at tenant cost.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 10-8-12

Date _____

Buyer/Tenant Karen Biggs-Tues
Morro Bay Tourism Bureau

Seller/Landlord Maston Bay Properties

Buyer/Tenant _____

Seller/Landlord _____

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ADM REVISED 4/12 (PAGE 1 OF 1)

Reviewed by _____ Date _____



ADDENDUM (ADM PAGE 1 OF 1)

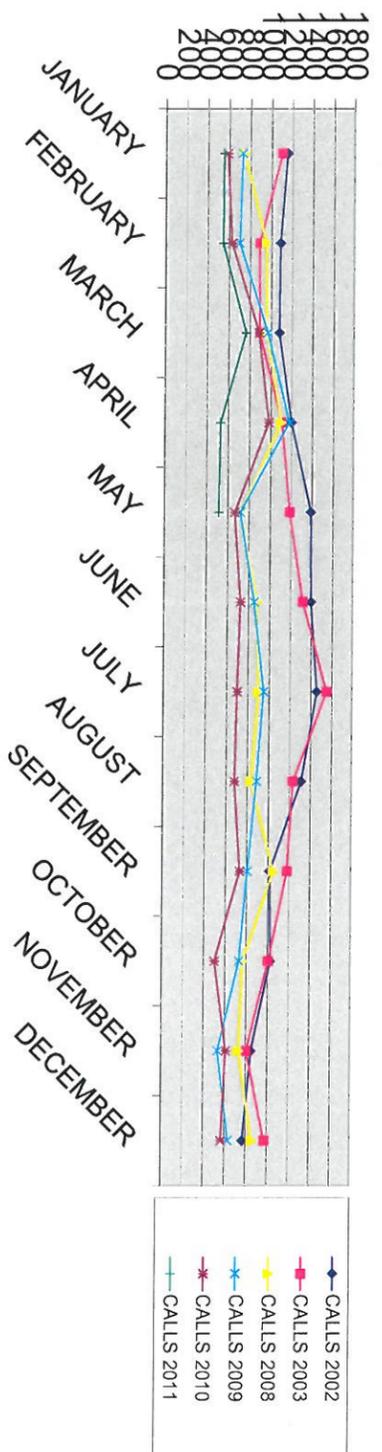
Agent: Kate McMillen Phone: 805.772.6414 Fax: 805.772.6412 Prepared using zipForm® software
Broker: Morro Bay Realty 805 Main St Morro Bay, CA 93442

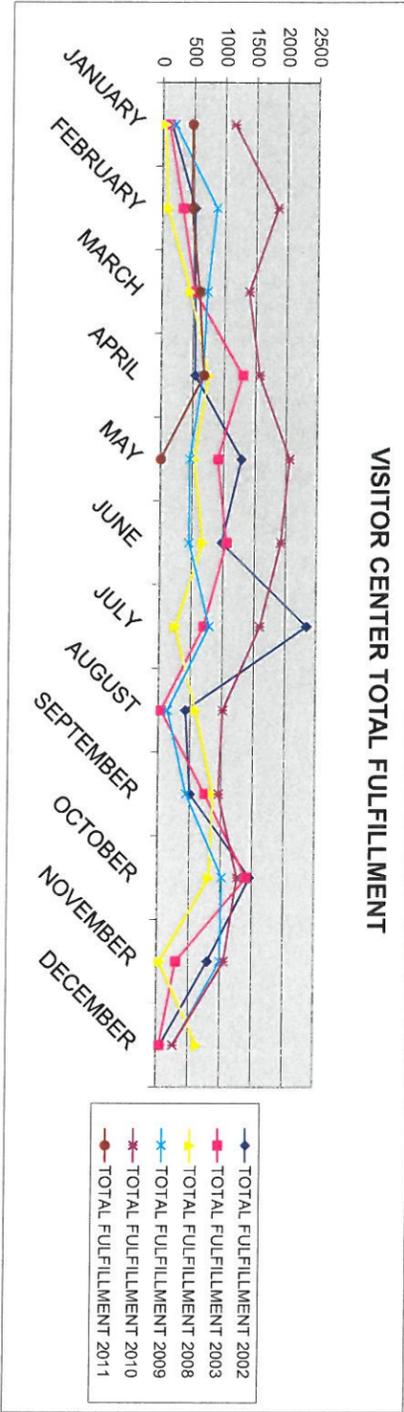
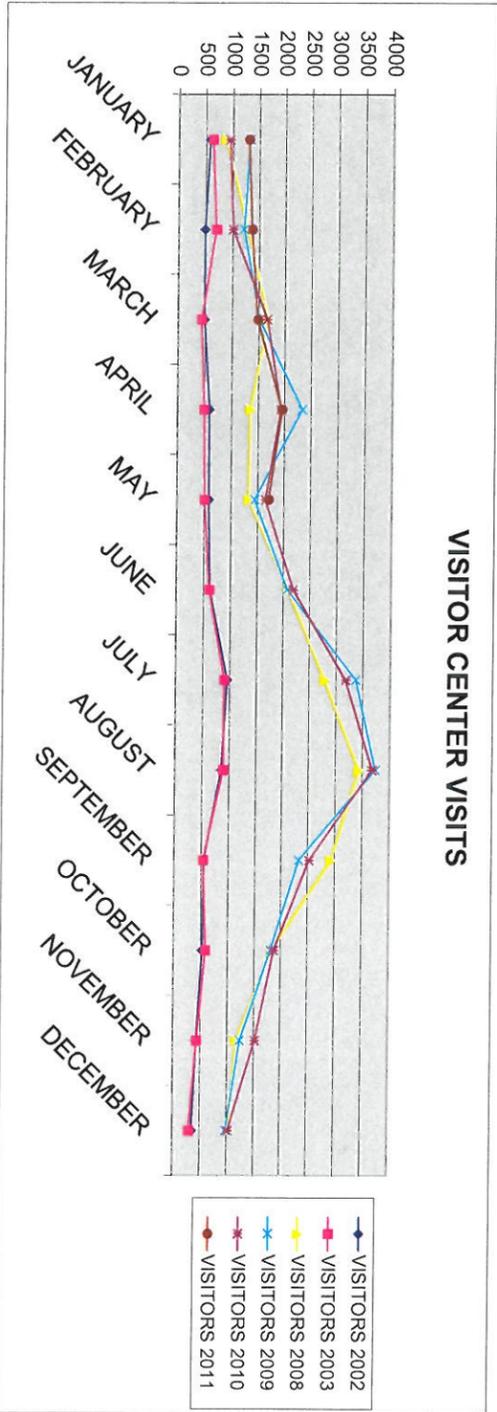
Sept. 12 Promotions Report

	Sept. 12	Sept.11	FYT 2012 AVG p/DAY
Phone Calls	561	569	
Total Visitors	2233	2,269	
Emails answered with info	4		
Total Promotional Mailings	Sept.12	Sept. 11	FYT 2012 AVG p/DAY
Tourist Packs	1	2	
Relocation Packs	15	2	
Fullfillment	Sept.12	Jan-11	FYT 2012 AVG p/DAY
Ca. Visitors Guide			
Sierra Magazine			
Sunset	340	417	
Travel 50 & Beyond		70	
National Geographic			
Budget Travel			
International			
Misc Email/Phones	25	13	
Total	365	500	
Calls 800# & Source:	Sept.12	Sept.11	FYT 2012 AVG p/DAY
AAA			
Internet			
Sunset		1	
Fulfilment Lit			
Coastal Living			
L A Times			
Total		1	
REFERRALS	Sept.12	Sept.11	FYT 2012 AVG p/DAY
Lodging	126	140	
Dining	188	225	
Recreation	1346	1164	
Retail	67	82	
Real Estate	25	24	
Events	199	204	
Total	1951	1839	

YEAR	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	YEAR TOTAL
2002 CALLS	1154	1088	1080	1202	1391	1397	1457	1313	1017	1027	848	772	13746
VISITORS	583	492	493	599	586	627	960	863	550	530	430	356	7079
FULFILLMENT	143	521	526	536	1283	979	2353	424	503	1463	798	59	9588
2003 CALLS	1100	888	891	1109	1187	1316	1551	1231	1180	1005	803	976	13237
VISITORS	636	707	441	497	515	615	908	897	539	591	435	304	7085
FULFILLMENT	107	322	525	1295	905	1052	695	34	737	1406	297	45	7420
2008 CALLS	741	952	959	1102	721	881	901	834	1049	764	733	857	10494
VISITORS	882	1299	1693	1363	1343	2097	2800	3441	2937	1837	1175	1044	21911
FULFILLMENT	44	91	455	747	531	676	253	581	871	815	45	641	5750
2009 CALLS	725	700	972	1183	722	857	953	888	808	734	534	636	9712
VISITORS	1329	1221	1520	2340	1453	2078	3367	3735	2336	1814	1244	988	23425
FULFILLMENT	195	869	869	725	664	460	789	141	441	1022	998	264	7031
2010 CALLS	583	625	886	983	664	724	697	676	731	498	608	565	8240
VISITORS	952	1016	1672	1940	1654	2188	3178	3675	2527	1874	1526	1028	23230
FULFILLMENT	1151	1850	1392	1569	2059	1922	1595	1013	954	1261	1058	258	16082
2011 CALLS	549	543	764	529	514	604	566	610	569	466	562	489	6765
VISITORS	1309	1371	1488	1959	1716	2269	3380	3433	2269	2283	1504	1324	24305
FULFILLMENT	472	466	598	673	0	246	863	0	500	480	256	13	4567
2012 CALLS	545	535	798	573	510	535	486	595	561				5148
VISITORS	1379	1380	1665	1546	1637	1956	2990	2957	2233				17743
FULFILLMENT	990	33	239	596	368	330	243	45	365				3209

VISITOR CENTER CALLS





0
CITY OF MORRO BAY
TRANSIENT OCCUPANCY SUMMARY
FISCAL YEAR 2011/12

	(A)	(B)	(C)		(D)	(E)	(F)	(G)	(H)	
						TRAILER		VACATION	(B+E+G)	
	MOTEL	MOTEL	OCC	MOTEL	TRAILER	PARK	VACATION	RENTAL	TOTAL TAX	MBTBID
	RECEIPTS	TAX	RATE	#RMS	PARK	TAX	RENTAL	TAX	COLLECTED	
		COLLECTED			RECEIPTS	COLLECTED	RECEIPTS	COLLECTED	COLLECTED	
JULY	\$2,539,743.90	\$254,187.76	76%	919	\$259,903.89	\$25,990.39	\$301,176.77	\$30,117.68	\$310,295.83	\$76,191.08
AUGUST	\$2,215,392.95	\$221,572.62	70%	919	\$196,885.84	\$19,688.58	\$203,287.75	\$20,328.78	\$261,589.97	\$66,461.34
SEPTEMBER	\$1,616,903.81	\$161,692.46	58%	919	\$156,956.10	\$15,695.61	\$106,863.69	\$10,686.77	\$188,074.84	\$48,492.62
OCTOBER	\$1,407,977.64	\$140,796.96	52%	919	\$125,632.03	\$12,563.20	\$80,082.92	\$8,008.29	\$161,368.46	\$42,238.23
NOVEMBER	\$941,134.30	\$94,113.43	39%	919	\$101,562.90	\$10,156.29	\$114,654.91	\$11,465.99	\$115,735.71	\$28,234.03
DECEMBER	\$883,634.63	\$88,395.96	38%	919	\$91,970.49	\$9,197.05	\$103,771.54	\$10,377.15	\$107,970.17	\$26,509.04
JANUARY	\$771,296.36	\$77,129.64	34%	910	\$86,728.20	\$8,672.82	\$37,282.60	\$3,728.26	\$89,530.72	\$23,138.89
FEBRUARY	\$864,785.92	\$86,478.59	37%	911	\$80,942.29	\$8,094.23	\$49,185.34	\$4,918.53	\$99,491.36	\$25,943.58
MARCH	\$1,001,389.45	\$100,138.95	42%	909	\$100,264.35	\$10,026.44	\$63,944.46	\$6,394.45	\$116,559.83	\$30,041.63
APRIL	\$1,353,291.27	\$135,329.43	55%	920	\$117,303.12	\$11,730.31	\$109,762.71	\$10,976.27	\$158,036.01	\$40,598.65
MAY	\$1,535,801.63	\$153,580.16	53%	922	\$135,863.66	\$13,586.37	\$128,270.21	\$12,827.02	\$179,993.55	\$46,074.05
JUNE	\$1,973,781.28	\$197,378.13	65%	919	\$161,011.30	\$16,101.13	\$240,589.95	\$24,059.21	\$237,538.46	\$59,213.24 * missing recd
	\$17,105,133.14	\$1,710,794.08			\$1,615,024.17	\$161,502.42	\$1,538,872.85	\$153,888.40	\$2,026,184.90	\$513,136.37

**CITY OF MORRO BAY
TRANSIENT OCCUPANCY SUMMARY
FISCAL YEAR 2011/12**

	(A)	(B)	(C)		(D)	(E)	(F)	(G)	(H)	
						TRAILER PARK TAX	VACATION RENTAL	VACATION RENTAL TAX	(B+E+G)	
	MOTEL RECEIPTS	MOTEL TAX COLLECTED	OCC RATE	MOTEL #RMS	TRAILER PARK RECEIPTS	TRAILER PARK TAX COLLECTED	VACATION RENTAL RECEIPTS	VACATION RENTAL TAX COLLECTED	TOTAL TAX COLLECTED	MBTBID
JULY	\$2,613,841.38	\$261,383.21	75%	916	\$245,183.89	\$24,518.39	\$226,105.75	\$22,610.58	\$308,512.17	\$78,415.20
AUGUST	\$2,485,039.44	\$248,503.64	74%	906	\$205,709.17	\$20,570.92	\$235,016.29	\$23,501.63	\$292,576.19	\$74,550.76
SEPTEMBER	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OCTOBER	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NOVEMBER	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DECEMBER	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JANUARY	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FEBRUARY	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MARCH	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
APRIL	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAY	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JUNE	\$0.00	\$0.00	0%	916	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$5,098,880.82	\$509,886.85			\$450,893.06	\$45,089.31	\$461,122.04	\$46,112.20	\$601,088.36	\$152,965.96