



CITY OF MARTINEZ

**CITY COUNCIL
January 16, 2013**

TO: Mayor and City Council
FROM: Michael Chandler, Senior Management Analyst
SUBJECT: Rooster Productions License Agreement
DATE: January 9, 2013

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a license agreement with Rooster Productions, LLC, for use of a portion of the Kenney Building, located at 115 Tarantino Drive.

BACKGROUND

The City entered into a lease agreement with the Benefactors, Inc., doing business as the Willows Theatre Company (“Willows”), on May 4, 2005, for use of the Phil Kenney Family Production Facility (“Kenney Building”). Among the approved uses of the Kenney Building in the Willows’ lease was construction and storage of scenery and props.

The Willows vacated the Kenney Building and Campbell Theater (located at 636 Ward Street) in mid-August of 2012, and subsequently filed for Chapter 7 bankruptcy protection in federal court on November 2, 2012. The Willows’ rights under its lease with the City for the Kenney Building, and sublease with the City for the Campbell Theater, were formally rejected on November 20, 2012, in U.S. Bankruptcy Court, Northern District of California. As a result, the City was given exclusive possession of the facilities at that time.

During the term of its lease with the City for the Kenney Building, the Willows utilized both in-house personnel and contractor support for construction and storage of scenery and props. Rooster Productions, LLC (“Rooster”), was the Willows’ chosen contractor to provide these services on site, and has had a presence at the Kenney Building for a number of years. In fact, a significant amount of the functioning machinery, tools and equipment present at the Kenney Building is the property of Rooster.

Following the Willows’ abandonment of its leasehold interests in both the Campbell Theater and Kenney Building, Rooster staff helped the City prepare detailed inventories of equipment and materials left behind at each location. Additionally, Rooster staff provided technical support for operation of the sound and lighting systems at the Campbell Theater, which proved instrumental during the City’s use of that facility in November for a speaker series.

The City desires to enter into a formal license agreement with Rooster for use of a portion of the

Kenney Building, subject to the following key provisions:

- 1) Permitted use is construction and storage of scenery and props
- 2) Initial license term of 5 years, plus one 5-year option to extend
- 3) Initial license fee of \$750/month, with automatic annual increases of 3%
- 4) City receives up to 24 hours/month of technical and advisory services at Kenney Building, John Muir Amphitheater, and Campbell Theater
- 5) City holds right to terminate upon 90 days notice

FISCAL IMPACT:

The initial license fee of \$750 per month will result in revenue of approximately \$3,750 for the remainder of Fiscal Year 2012-13. All revenue generated from the license agreement will go to the Marina Enterprise Fund.

ACTION:

Motion to adopt a resolution authorizing the City Manager to execute a license agreement with Rooster Productions, LLC, for use of a portion of the Kenney Building, located at 115 Tarantino Drive.

Attachments: Rooster Productions, LLC License Agreement
Resolution
Personal Guaranty

APPROVED BY:


City Manager

RESOLUTION NO. 13

AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH ROOSTER PRODUCTIONS, LLC, FOR USE OF A PORTION OF THE KENNEY BUILDING, LOCATED AT 115 TARANTINO DRIVE IN THE AMOUNT OF \$750 PER MONTH RENT

WHEREAS, the City of Martinez ("City") and the Willows Theatre Company ("Willows") entered into a lease agreement ("Lease") on May 4, 2005, for the Willows' use of the Phil Kenney Family Production Facility ("Kenney Building"); and

WHEREAS, the Willows vacated the Kenney Building in August 2012 and subsequently filed for Chapter 7 bankruptcy protection on November 2, 2012; and

WHEREAS, the Willows' rights under the Lease were formally rejected on November 20, 2012, which granted the City exclusive possession of the Kenney Building; and

WHEREAS, Rooster Productions, LLC ("Rooster") has had a long-standing presence at the Kenney Building for many years as the Willows' chosen contractor for construction and storage of scenery and props; and

WHEREAS, Rooster has indicated to the City that it wishes to enter into an agreement with the City for use of a portion of the Kenney Building; and

WHEREAS, Rooster has provided the City invaluable technical support services over the past several months, and has agreed to supply the City with up to 24 hours of technical and advisory support services each month at the Kenney Building, John Muir Amphitheater, and Campbell Theater locations; and

WHEREAS, the City desires to enter into a license agreement with Rooster for use of a portion of the Kenney Building for construction and storage of scenery and props.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to execute a License Agreement with Rooster Productions, LLC, upon the mutually agreeable terms, considerations, covenants, and conditions as set forth in the form attached to this resolution, for use of a portion of the Kenney Building located at 115 Tarantino Drive.

BE IT FURTHER RESOLVED that the City Manager's authorization to execute said License Agreement in the amount of \$750 per month is conditioned upon Rooster Productions, LLC, executing said License Agreement and its members executing a Personal Guaranty in the form attached hereto, first.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City council of the City of Martinez at a Regular Meeting of said Council held on the 16th day of January, 2013, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

LICENSE AGREEMENT BETWEEN THE CITY OF MARTINEZ AND ROOSTER PRODUCTIONS FOR PART OF KENNEY BUILDING

This License Agreement (“Agreement”) is entered into as of January 16, 2013, by and between Rooster Productions, LLC, a California limited liability company, hereafter referred to as “Licensee” and the City of Martinez, hereafter referred to as the “City” or “Licensor.”

1. Description of Property

Licensor is the owner of certain real property situated in the City of Martinez, and more particularly described as the Kenney Family Production Facility (“Property”) located adjacent to the City of Martinez’s John Muir Amphitheater with a street address of 115 Tarantino Drive and as depicted in Exhibit A, attached hereto and incorporated by reference. The Property is located within sovereign lands that have been legislatively granted to the City pursuant to Chapter 815, Statutes of 1976.

2. Grant of License

Licensor grants to Licensee a license (hereafter referred to as the “License”) to perform the following acts on a portion of the Property. The portion of the Property licensed to Licensee under this Agreement (“Property Portion”) is shown in the color green on the diagram of the Property attached hereto as Exhibit B and incorporated by this reference. Licensee shall be permitted to construct and store scenery and props, and otherwise conduct its business of constructing and storing scenery and props, in the Property Portion. Licensee may not use the Property Portion for any other purpose or business without obtaining Licensor’s prior written consent. As part of the License granted herein, Licensee shall also be entitled to use the common area of the Property shown in yellow on Exhibit B for the purpose of prop storage, but may only do so at times and in a way and manner meeting the approval of the other persons who share and use that common area.

3. License Nonassignable

This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

4. Term

This License shall be for a term of five (5) years commencing on the date when the City Council authorizes the City Manager to execute the Agreement and both parties have executed the Agreement. The parties shall sign a paper on which they acknowledge the commencement date, each retaining a copy for its own records. The License shall terminate five years after the commencement date (the “Original Term”). Licensee shall have the option to extend this License’s Original Term for an additional five years,

provided: that (a) Licensee exercises said option by delivering to Licensor a written notice exercising said extension option no later than 180 days before the last day of the Original Term; (b) at the time of the exercise of the option and at the time of the commencement of the extended term, Licensee is not in default under this Agreement; and (c) all terms of this License shall remain the same, except that Licensor reserves the right to increase the License Fee by an amount not in excess of 100% of the fee in effect on the last day of the Original Term.

5. License Fee

In consideration for granting this License to Licensee, and commencing upon the first day of the Original Term, Licensee shall pay to the Licensor, at the beginning of each month, the amount of \$750.00. If the commencement date is not the first day of a month, the first payment shall be pro-rated based upon a 30 day month. Upon the first anniversary date of the beginning date of the Original Term, said amount shall be increased 3%. On and effective each subsequent anniversary date, the fee in effect on the day before each said anniversary date shall be automatically increased 3%.

6. Additional Consideration for License

In addition to the timely payment of the fee described in section 5, above, License shall provide Licensor up to 24 hours each month of technical and advisory services directed by Licensor at the Property, the John Muir Amphitheater (“Amphitheater”) and Campbell Theater (located on Ward Street), all located in Martinez, California. At the end of each month, Licensee shall submit to the Licensor a written accounting of the hours and services rendered pursuant to this section. In the event Licensee expends, in a given month, more hours than specified herein, then Licensee’s obligation to provide the services hereunder shall be expanded to include those additional hours, and Licensee shall not be paid or provided any compensation or benefits therefor. Under no circumstances shall Licensee be considered an employee of the City and Licensee shall perform said services as consideration for the granting of this License and as an independent contractor.

7. Termination of License

At any time and for any or no reason, Licensor shall have the right to terminate this License upon giving Licensee written notice of said termination, at least 90 days before the date of termination.

8. Equipment, personal property and fixtures

A. The personal property and equipment listed on Exhibit C (under the column headed by “Owner Rooster Green”) attached hereto and incorporated herein shall be deemed the property of Licensee. Licensee represents and warrants that it is the sole owner of said property and that same is and shall remain free of all liens, encumbrances and security interests of third parties. Licensee further warrants that said property and

equipment are located on and used as part of its business conducted on the Property Portion. Licensee intends to purchase more such personal property and equipment, and when it does so, it will periodically update Exhibit C and deliver same to Licensor, showing the newly acquired property and equipment, the cost thereof and the date of acquisition. All fixtures or anything that Licensee has installed or will install that is affixed or attached to the walls, floor or ceiling of the Property Portion shall become the property of and owned solely by Licensor, and shall not be removed from the Property Portion upon termination or expiration of this License except upon written instructions of the Licensor, in which case, Licensee shall remove same within the time provided by Licensor's notice and Licensee shall repair all damage and pay the Licensor for all loss occasioned by such removal.

B. Upon the expiration or termination of this License, Licensee shall remove all personal property, goods, and equipment belonging to the Licensee. In the event the Licensee does not remove all of its personal property, goods, and equipment after written notice from the City Manager to do so, the Licensor, at its option, may deem such property to be abandoned and the Licensor may either retain such property or have such property removed and stored. If the Licensor chooses to have such property removed and stored, all of the costs of removal and storage shall be the sole obligation of the Licensee which shall promptly pay them upon receipt of an invoice from the Licensor to do so.

9. **Utilities**

As part of licensing the use of the Property Portion licensed to Licensee hereunder, Licensor shall provide Licensee water, heating, electrical and sewer facilities. Notwithstanding the foregoing to the contrary, upon delivery to Licensee of notice from the Licensor to do so, Licensee shall pay to Licensor the cost of pumping out the septic tank serving the Property. In the event that during the term of this License, Licensor commences using parts of the Property other than the Property Portion, Licensor and Licensee shall share in the cost of septic tank pump-outs, upon terms to be mutually agreed.

10. **Repairs and Maintenance**

A. The Licensee shall, during the term of this License, maintain the Property Portion in a good, clean, and safe condition and shall, upon the expiration or sooner termination of this License, surrender the Property Portion to the Licensor in as good condition and repair as existed on the commencement date of this License, reasonable wear and tear excepted. The Licensee shall, at the Licensee's own expense, repair all deteriorations or damage to the Property Portion occasioned by the Licensee's lack of ordinary care. The Licensee shall maintain any exterior enhancements installed by the Licensee. However, any such exterior enhancements may not be installed without the prior written consent of Licensor.

B. The Licensee shall be solely responsible to maintain and repair any trade fixtures, equipment or other personal property located at, in or on the Property Portion.

C. The Licensee shall be responsible, at its own expense, to provide janitorial services for the Property Portion in a manner sufficient to maintain the Property Portion in a first-class manner.

D. Licensee shall be responsible for maintaining and repairing all windows, all doors and all interior improvements. Except as provided in section 10(A), Licensor shall be responsible for maintaining and repairing exterior walls, roofs, exterior siding, foundations, HVAC, and utilities, except for utilities and/or HVAC that become damaged or inoperable due to the acts or omissions of Licensee, in which case Licensee shall be solely responsible for their maintenance and repair.

11. Destruction of Property Portion

A. Licensee shall promptly notify Licensor of any damage or accident occurring on the Property Portion or common area.

B. Subject to the limitations set forth in this subsection, if at any time during the term of this License Agreement, the Property Portion is damaged or destroyed by fire or any other casualty covered by Licensor's fire and extended coverage insurance, Licensor shall have two options. First, Licensor may promptly repair, rebuild, or restore the Property Portion to substantially the same condition as was originally delivered to Licensee under the License Agreement. Notwithstanding the foregoing, Licensor shall not be obligated to expend for repairs or rebuilding an amount in excess of the net insurance proceeds for damage to the Property Portion recovered by it. "Net insurance proceeds" means the total amount of proceeds recovered and attributable to the Property Portion, less any expenses incurred by Licensor in recovering the proceeds. If Licensor elects to repair, restore or rebuild the Property Portion, Licensor shall commence repair, restoration, or rebuilding work, as appropriate, not later than one hundred twenty (120) days after the occurrence of the event causing damage or destruction, and shall cause construction to be completed no later than one hundred eight (180) days after the commencement of construction. Second, Licensor shall have the right to terminate this License.

C. Notwithstanding subsection B above, either party shall have the right to terminate this Agreement and shall have no obligation to repair, restore, or rebuild the Property Portion if the Property Portion is damaged or destroyed by a casualty not covered by Licensor's insurance.

D. If either party elects to terminate this License Agreement under those circumstances giving them the right to terminate this License, they shall give written notice to the other party as soon as practicable after occurrence of the casualty. This notice shall set forth the date on which the termination is to be effective. That date shall be not less than sixty (60) days after the date of the termination notice.

12. **Alterations and Improvements**

The Licensee shall not construct or cause to be constructed any improvements nor may the Licensee make alterations to the exterior of the Property Portion without the prior written consent of the City Manager which consent shall not be unreasonably withheld. All construction work at the Property Portion shall be performed in accordance with a building permit issued by the Licensor. No permanent human occupancy at the Property Portion shall be permitted unless and until the City Building Director has issued a certificate of occupancy. However, the Property Portion may be used for storage and other production support purposes prior to issuance of the certificate of occupancy.

13. **Hazardous Waste**

A. The Licensee shall not cause or permit any hazardous materials or substances, as defined under any law or regulation of the State of California or federal government, to be released or disposed of, in or about the Property or the Amphitheater by the Licensee or its agents, employees, contractors, subtenants, or invitees. If such were to occur, the provisions of section 13(C) will apply.

B. If during the term of this License Agreement, Licensee becomes aware of (a) any actual or threatened release of any hazardous material on, under, or about the Property or the Amphitheater, or (b) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of hazardous materials on, under or about the Property Portion or the Amphitheater, Licensee shall give Licensor written notice of the release or investigation within 24 hours after learning of it and shall furnish to Licensor copies of any claims, notices of violations, reports, or other writings received by Licensee that concern the release or investigation.

C. If the presence of any hazardous material brought onto the premises by Licensee or Licensee's employees, agents, contractors, or invitees results in contamination of the Property or the Amphitheater, Licensee shall promptly take all necessary actions, at Licensee's sole expense, to return the Property or the Amphitheater to the condition that existed before the introduction of such hazardous material. Licensee shall first obtain Licensor's approval of the proposed remedial action.

14. **Indemnification**

A. The Licensor shall not be liable to the Licensee, and the Licensee hereby waives all claims against the Licensor, its officers, officials, agents and employees, for any injury or damage to any person or property in or about the Property or the common areas associated with the Property by and from any cause whatsoever except injury or damage caused by the gross negligence, intentional or willful acts of the Licensor or the Licensor's officers, officials, agents and employees.

B. The Licensee shall hold the Licensor harmless from and defend the Licensor, its officers, officials, agents and employees, from and against any and all

liability, loss, damage, expense or costs (including without limitation costs and fees of litigation) due to injury, including death to any person, or loss or damage (including loss of use) to any property, arising out of (a) Licensee's use of the Property or (b) the condition of the Property or caused by the acts or omissions, negligence, gross negligence, or willful misconduct of Licensee, its employees or agents, in connection with its performance under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, including the handling, discharge, disposal, transportation and/or release of hazardous substances, except for any loss or damage or portion of loss or damage that is caused by the gross negligence, intentional or willful acts of the Licensor, its officers, officials, agents and employees. Licensor shall not be liable to Licensee for any damage by or from any act or negligence of any other occupant of the Property.

15. **Insurance**

A. Licensee shall, during the entire term of this License Agreement, maintain comprehensive general liability insurance in the amount of \$1 million for injury to or death to one person, and \$1 million for injury to or death of more than one person in any one accident, insuring the Licensee against liability for injury and/or death occurring in or on the Property Portion or common areas. The Licensor shall be named as an additional insured and the policy shall be primary and shall be endorsed to provide that other insurance maintained by the Licensor shall not be called upon to contribute to a loss covered by said policy. The Licensee shall pay all premiums for this insurance. Evidence of insurance, including evidence of all endorsements required herein, shall be delivered to the Licensor prior to the commencement of this License Agreement and thereafter on an annual basis.

B. The Licensee shall, during the entire term of this License Agreement, maintain, at Licensee's sole cost, property damage insurance against loss to Licensee's personal property, including trade fixtures and equipment of Licensee that may be on or in the Property Portion.

C. The Licensee shall procure and maintain workers' compensation insurance as required by law and employer's liability insurance with limits of not less than \$1 million.

D. The insurance the Licensee is required to provide pursuant to this Agreement shall contain a waiver of subrogation against the Licensor, its officers and employees.

16. **Ordinances, Laws and Regulations**

The Licensee shall abide by the ordinances and regulations of the Licensor and the laws and regulations of the State of California and the United States with regard to the use of the Property Portion and common areas.

17. Inspection by the Licensee

The Licensee shall permit the Licensor's agents, representatives or employees to enter the Property Portion at all reasonable times for the purpose of inspecting the Property Portion to determine whether the Licensee is complying with the terms of this License Agreement and for the purpose of doing other lawful acts that may be necessary to protect the Licensor's interest in the Property.

18. Taxes

The parties acknowledge that under the State of California Revenue and Taxation Code Section 107.6, a possessory interest subject to property taxation may be created by this License and that, unless otherwise exempt pursuant to Article XIII, Section 4(b) of the California Constitution or other provision of California law for property used exclusively for charitable purposes, the private party in whom possessory interest is vested may be subject to the payment of property taxes levied on that interest.

19. Authorization and Parties Bound

A. The persons executing this License Agreement warrant that they have been duly authorized to execute this Agreement on behalf of the entity which they each represent and that this Agreement shall constitute a binding obligation on the entities they represent.

B. This License Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but nothing in this section shall be construed as consent by the Licensor to any assignment or transfer of this License Agreement or any interest therein by Licensee.

20. Notices

Notices given under the terms of this License Agreement must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by Certified Mail, Return Receipt Requested, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

Licensor: City Manager
CITY OF MARTINEZ
525 Henrietta Street
Martinez, CA 94553
FAX: (925) 229-5012
Email: pvince@cityofmartinez.org

Licensee: ROOSTER PRODUCTIONS, LLC
115 Tarantino Drive
Martinez, CA 94553
FAX: 1-866-857-2057
Email: adam@roosterproductions.us
frederic@roosterproductions.us

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as of the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

21. Attorneys' Fees

If any litigation is commenced between the parties to this License Agreement concerning the Property Portion, common area, this License Agreement, or the rights of either in relation to the Property Portion, common area, or the License Agreement, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation which shall be determined by the court in that litigation.

22. Entire Agreement

This License Agreement contains the sole and only agreement of the Parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

23. Amendment

This License Agreement shall not be amended, except through writing signed by the parties. Any amendment or addendum to this License Agreement shall expressly refer to this License Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

LICENSOR: CITY OF MARTINEZ

By: _____
Philip Vince, City Manager

**LICENSEE: ROOSTER PRODUCTIONS, LLC,
A California Limited Liability Company**

By: _____
Adam Puglielli, its managing member

By: _____
Frederic Boulay, its managing member

Approved by Council Resolution No. _____ on this _____ day of
_____, 20__.

Attachments:

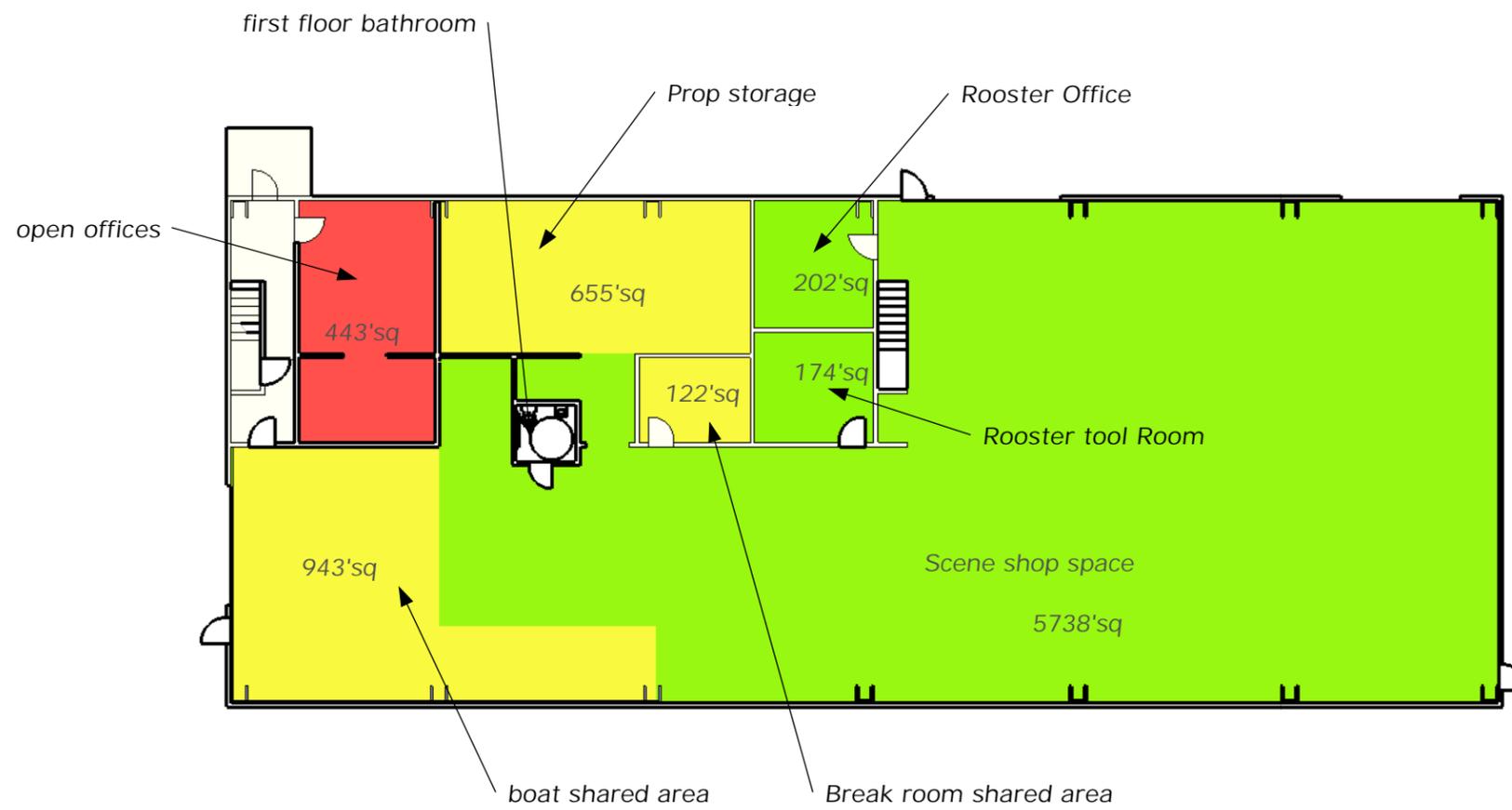
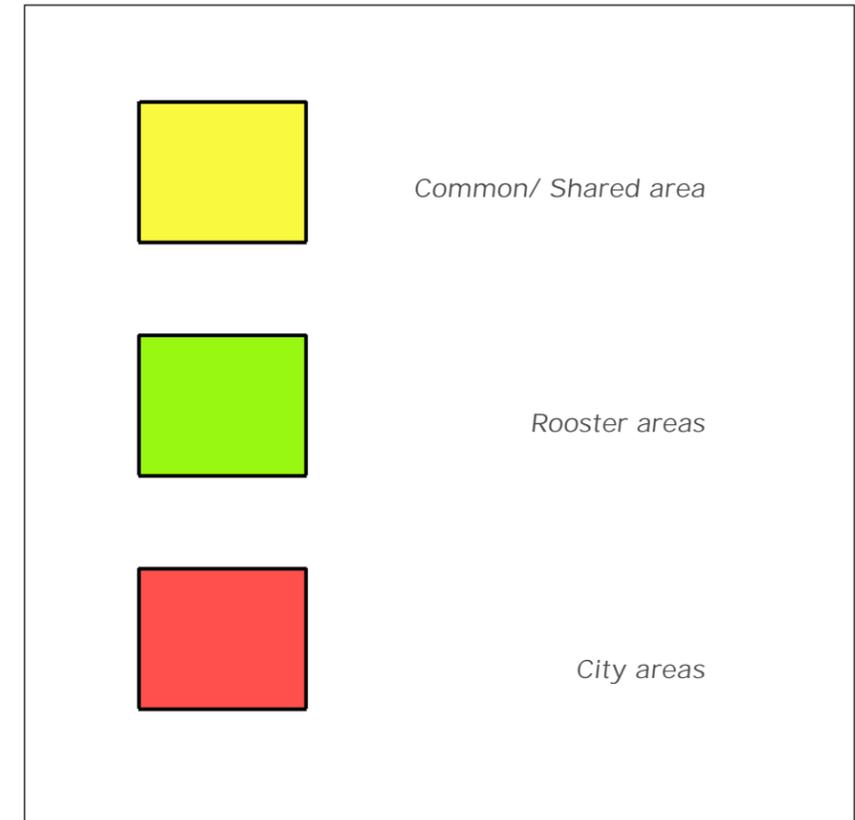
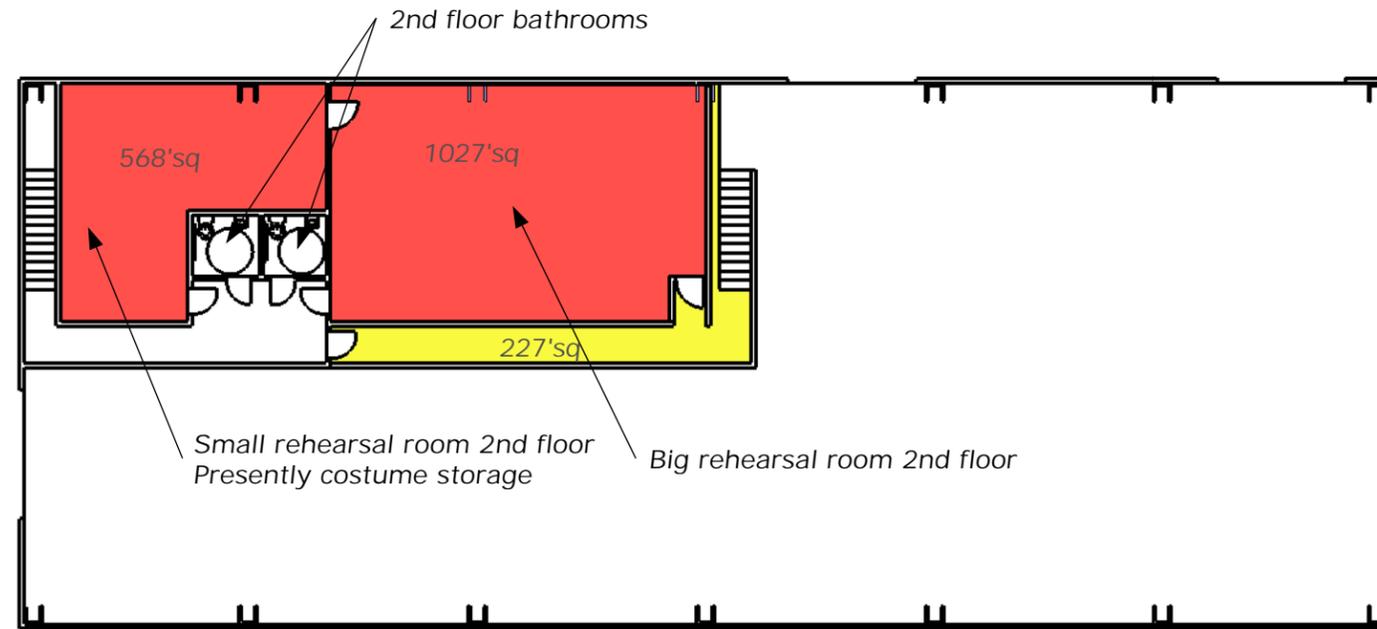
- Exhibit A: Color Diagram of Kenney Building and Amphitheater
- Exhibit B: Color Diagram of Kenney Building Showing Space Licensed to Licensee
- Exhibit C: List of Licensee's Personal Property and Equipment

EXHIBIT A



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EXHIBIT B



scale 1"=20'

Kenney Building

11/28/2012 ::

EXHIBIT C ROOSTER INVENTORY

Line #	Categories	Item Description	Qty	Owner
				Rooster
				Green
	Motors/motor equipment			
1		220 V DC Motor	3	2 NP
2		220 V DC Motor Controller	4	3 NP
3		Gear Puller 3 Arm Internal/External Jaw	2	2
4		Gear Puller 2 Arm External Jaw	1	1
5		Chain Breaker - Easy Turn (Single Strand)	2	2
6		Chain Breaker - Wrench Style(Double Strand)	1	1
7		Chain Puller, T Handle for ANSI 40-80	1	1
8		Hex Key Set - with motor tools	2	2
	Shop Tools			
9		Air compressor 220 Volt Outside (No Power)	1	
10		Air Compressor Central Pneumatic 8 Gal	1	
11		Air compressor Husky 4 Gal	1	1
12		Central Machinery 10X18 mini lathe	1	1
13		Dewalt Sliding Compound Miter Saw	2	
14		Table Saw	2	1
15		Fork Lift (Hydraulic oil spreader)	1	
16		Lincoln Power Mig 140	1	1
17		Lincoln SP-135	1	
18		Weld MARK 135 Plus Welder	1	
19		Milwaukee Panel Saw Cat	1	
20		Drill Press 5 speed	1	
21		Pallet Jack, Electric Hyster	2	
22		Portable 5 HP Air Compressor w extra tank	1	1 (Purple)
23		Ridgid Shop Vac	2	
24		SOCO Cold Cut Saw	1	1 NP
25		Vice Datona MP5 Mounted	1	1
26		Vice Datona MP5 not Mounted	1	1
27		sanding station	1	

EXHIBIT C ROOSTER INVENTORY

Line #	Categories	Item Description	Qty	Owner
				Rooster
				Green
28		Bandsaw	2	
29		Shaper	1	
30		Planer		
31		Compressor		
32		router table		
	Power tools			
33		Dewalt 1/2" Drill 120V	1	1
34		Dewalt Battery Charger 15 min	1	
35		Dewalt Battery Charger	2	2
36		Dewalt Battery Charger	1	1
37		Dewalt Battery Charger	6	1
38		Dewalt 18V Cordless Drill	7	3
39		Dewalt 1/2" Hammer/Drill 120V	1	1
40		Dewalt Rechargable Light 18V	2	
41		Drill, 3/8" Black & Decker 120V	1	
42		Grinder Bosch	1	
43		Grinder Dewalt (Cutoff tool)	3	
44		Grinder Dewalt 18V (Cutoff tool)	3	
45		Grinder Hilti	1	
46		Grinder Ryobi	3	
47		Mig spool gun Welding Kit	1	1
48		Milwaukee 3/8" Drill	1	
49		Overhead Projector	2	
50		Router, Bosch	1	
51		Router, Porter Cable	1	
52		Ryobi 8" Bench Grinder	1	
53		Ryobi Jig Saw	3	3
54		Sander - Chicago palm sander 5" 93431	1	1
55		Sander - Porter cable palm sander 5"	1	

EXHIBIT C ROOSTER INVENTORY

Line #	Categories	Item Description	Qty	Owner
				Rooster
				Green
56		Sander, Belt - 3"X21"	1	1
57		Sander, Pad - Craftsman	1	1
58		Saw, Circ. 6 1/2" 18V Dewalt	2	
59		Saw, Circ. 7 1/2" Ridgid	2	1
60		Saw, Circ. 7 1/2" Skillsaw	1	
61		Saw, Jig Black & Decker	1	1
62		Saw, Milwaukee Sawzall	1	
63		Saw, Portable Band	2	2
64		Saw, Reciprocating DW	1	
65		Car Battery Charger	1	
66		Staple Gun NC Craftsman	1	
67		Staple Gun NC Porter Cable	1	
68		Staple Gun NC Ridgid	4	1
69		Staple Gun Senco NC SNS40	1	
70		Stapler - Senco 3/8"	2	
71		Stapler WC 1" Bostitch	2	1
72		Black Decker Jig JS600	1	
73		15 min Battery Charger	1	
74		NiCd Batter Charger	1	
75		RotoZip RZ20	1	1
76		Cutawl K-11	1	1
77		T-Nail Gun, Grex	1	1
	Shop mis.			
78		4'X8' Work Tables Round Legs	3	
79		4'X8' Work Tables Square Legs	4	4 NP
80		Hand Truck - Refrigerator	1	
81		Hardware Carts	4	4 NP
82		J Bar	1	1
83		Ladder 16' Fiberglass	1	

EXHIBIT C ROOSTER INVENTORY

Line #	Categories	Item Description	Qty	Owner
				Rooster
				Green
84		Ladder 4' Fiberglass	1	1
85		Ladder 8' Fiberglass	1	1
86		Monitor Stands	2	2 NP
87		Steel Bender	1	
87		Router Table	1	
88		tool Truck box		
	hand tools			
89		Air Blower	1	1
90		Air Nozzle (Blower)	2	1
91		Bolt Cutters 14"	1	1
92		Bolt Cutters LG	2	1
93		Box Fans	2	2
94		Bullet Level 15"	1	1
95		Cable Cutters - "Electric Cable"	1	
96		Chalk Line 30'	1	
97		Chalk Line Reel - Straight Line	4	3
98		Chaulk Line - straight line		
99		Chisel, Cold	1	
100		Chisel, Wood 1" Buck	1	1
101		Chisel, Wood 1 1/2"	1	
102		Chisel, Wood 1"	1	
103		Chisel, Wood 1/4"	1	
104		Clamp, "C" 2"	1	
105		Clamp, "C" 3"	15	4
106		Clamp, "C" 4"	23	18
107		Clamp, "C" 5"	8	5
108		Clamp, "C" 6"	13	5
109		8" C Clamp	2	2
110		10" C Wrench	1	

EXHIBIT C ROOSTER INVENTORY

Line #	Categories	Item Description	Qty	Owner
				Rooster
				Green
111		Clamp, Bar	19	7
112		Clamp, Bar - Quick Grip	1	
113		Clamp, Pipe	5	
114		Clamp, Wood	5	
115		Compression Tool LG - for Wire Rope sleeves	1	
116		Compression Tool MED - for Wire Rope sleeves	1	
117		Compression Tool SM - for Wire Rope sleeves	2	1
118		Crescent Tool Set	1	
119		Crowbar Large	2	
120		Crowbar Medium	4	
121		Crowbar Small	5	1
122		Cuaulking guns	7	5 NP
123		Drill Bit - GuildCraft Forsner Bit Set	1	1
124		Drill Bit - Hicory Forsner Bit Set	1	1
125		Drill Bit Sharpener - Chicago	1	1
126		Drill Bits - Twist	~100	~100
127		Drill Hand - crank action	1	
128		Drill Hand "Yankee"	1	1
129		Files - Foam	5	
130		Files - metal or wood	10	
131		Freud DADO Set	2	2 NP
132		Gauge Contour	1	
133		Gauge, Bevel	3	1
134		Glue Guns	3	3
135		Grease Gun	1	
136		Great Shot Expanda Foan Guns	2	2 NP
137		Hammer - 10 OZ Framing	1	
138		Hammer - Rubber mallot	1	
139		Hammer Ball Peen	2	

EXHIBIT C ROOSTER INVENTORY

Line #	Categories	Item Description	Qty	Owner
				Rooster
				Green
140		Hammer Claw	7	
141		Hammer Claw	2	
142		Hammer framing	1	
143		Hammer Framing	1	
144		Hammer Framming	1	
145		Hammer Hand Sledge #2	1	
146		Hammer hand sledge #2	1	
147		Hammer Hand Sledge #3	1	
148		Hammer Non Marring- Plactic & Rubber Faces	1	
149		Hammer rubber mallot	1	
150		Hammer Sledge #8 Fiberglass	1	
151		Hammer Tack	1	
152		Hammer Welding	1	
153		Hammer, Welding	1	
154		Hand Sledge Hammer #3	1	
155		Heat Guns	3	1
156		Heater - Shop Propane	2	2
157		Husky Socket Set	1	
158		Irwin End Nippers	1	1+1 NP
159		Knife Box	1	
160		Knives Box	4	
161		Level - 1'	3	1
162		Level - 36"	3	1
163		Level - 6'	1	1
164		Level - Line Bubble		
165		Level - Pocket level		
166		Level 2'	1	
167		Level 2'		
168		Magnet	1	1

EXHIBIT C ROOSTER INVENTORY

Line #	Categories	Item Description	Qty	Owner
				Rooster
				Green
169		Paint can opener	1	
170		Paint Sprayers	5	3
171		Pipe Cutter	1	
172		Pistol - Blank w cleaning kit	1	1
173		Plier - Welding - "Welper"	2	
174		Pliers - Adjustable Tongue and Grove	6	
175		Pliers - End Cutters (End Nippers)	2	
176		Pliers - Lineman	6	
177		Pliers - Needle Nose Vice Grip	2	1
178		Pliers - Vice Grip locking	1	1
179		Pliers Side Cutter	1	
180		Pliers Side Cutter	1	
181		Pliers Slip joint	2	
182		Pliers Unknown Type	2	
183		Ramset Cobra Model	1	1
184		Router 4 Bit Set Round over Craftsman	1	1
185		Router Bit Set Kitchen Door & Drawer	1	1
186		Router Bits	~50	~50
187		Ruler - Metal		
188		Saw - Buck	1	
189		Saw - Hack	3	
190		Saw, Abrasive	2	
191		Saw, Pull	2	
192		Saw, Pull handle only	1	
193		Screw Drivers	45	7
194		Sockets 1/2"	12	5 NP
195		Sockets 3/4"	18	1 NP
196		Sockets 3/8"	15	6 NP
197		Sockets 30MM	1	1

EXHIBIT C ROOSTER INVENTORY

Line #	Categories	Item Description	Qty	Owner
				Rooster
				Green
198		Sockets 7/16"	9	3 NP
199		Speed Square 8"	3	
200		Square Combo	6	
201		Square LG	1	
202		Square Speed 12"	3	1
203		Square Speed 8"		
204		Squares - Various sizes	4	
205		Stapler - T50	3	2
206		Tape Measure 100'	3	1
207		Tape Measures	8	7
208		Tin Snips - Straight	1	1
209		T-Nail Gun, Grex	1	1
210		Welding Vice Grips (4")	26	22
211		Wire Rope Cutters C-7	4	1
212		Wire Stripper	3	2
213		Wonder Bar	5	
214		WonderBar	8	5
215		WonderBar - Mini	2	2
216		Wood Chisel 1" Craftsman	1	
217		Wrench - Hex (Coffin Lock Keys)	8	
218		Wrench 7/16"	11	4
219		Wrench 9/16"	9	3
220		Wrench Crescent 10"	2	
221		Wrench Crescent 12 "	2	1
222		Wrench Hex Key set (Allen Wrench)	2	
223		Wrench, 1/2 " Ratchet	1	1
224		Wrench, 1/2"	7	
225		Wrench, 3/4"	6	2
226		Wrench, 3/8" extension Bars	4	

EXHIBIT C ROOSTER INVENTORY

Line #	Categories	Item Description	Qty	Owner
				Rooster
				Green
227		Wrench, 3/8" Ratchet	7	1
228		Wrench, Crescent 8"	1	
229		Wrench, Curved JawVice Grip	1	1
230		Wrench, Lug "X"	1	
231		Wrench, Pipe 12"	1	
232		Wrench, Pipe 14"	3	
233		Wrench, Pipe 18"	1	
234		Hex Key Set - with motor tools	2	2
235		Router Table	1	
236		Wrench Crescent 8"	1	
237		9" Torpedo level	1	1
238		4' Empier Ruler	1	1
239				
240				
241				
242				

INDIVIDUAL PERSONAL GUARANTY

We, ADAM PUGLIELLI, residing at _____, and Frederic Boulay, residing at _____, in consideration of the City of Martinez’s entry into the License Agreement dated January 16, 2013, with Rooster Productions, a California Limited Liability Company (“Rooster”), under which Rooster is granted a license to use certain real property commonly known as The Kenney Family Production Facility, located next to the Martinez marina amphitheater, personally guarantee to the City of Martinez (“City”) all payments to be made by Rooster under the License Agreement. We agree to pay on demand any sum that may become due to the City whenever Rooster fails to make timely payment.

We agree to perform each and every obligation that is Rooster’s to perform under the License Agreement in the event Rooster fails to perform same as though we were signatories to said License Agreement and the Licensee thereunder. It is understood that this guaranty will be a continuing, irrevocable guaranty and indemnity for any indebtedness of Rooster under the License Agreement.

We agree that any notice provided to Rooster as required by the License Agreement will be deemed to have been provided to each of us personally.

We further agree that our personal consent will not be required for any modification, renewal, or exercise of option by Licensee under the License Agreement and that any of these acts by Licensee will not cancel or alter this guaranty in any way.

The obligations imposed upon the guarantors under this Guaranty shall be joint and several.

Date: _____

ADAM PUGLIELLI

Date: _____

FREDERIC BOULAY