



May 13, 2020

Dana Gill, Founder & CEO  
Lifetime Tennis Inc. | Lifetime Activities Inc.  
1901 South Bascom Ave, #1225  
Campbell, CA 95008

Sent via Electronic Mail

Dear Mr. Gill,

I have received your requests for financial accommodations to assist with the effects of COVID-19 and the closure of the Tennis and Community Park on Lifetime Activities.

On March 16, 2020, the Alameda County Health Department issued a shelter in place (SIP) order. Lifetime Activities has not been able to operate their business since March 16th. The most current SIP order grants access for singles play by people from the same household, which would allow for the opening of the Tennis and Community Park in a limited fashion. I appreciate your willingness to step up and open and operate the center for the community.

The agreement between Lifetime Activities and the City of Pleasanton has a clause for Force Majeure Events which is currently in effect due to the worldwide pandemic:

*13.03 Force Majeure Events. As used in this Agreement, the term "Force Majeure" means declared or undeclared war, sabotage, riot or acts of civil disobedience, acts or omissions of governmental agencies, accidents, fires, explosions, floods, earthquakes, or other acts of God, shortages of materials, or any other event not within the control of LIFETIME TENNIS and not caused by the negligence or intentional wrongful conduct of LIFETIME TENNIS. If LIFETIME TENNIS or CITY is unable by reason of Force Majeure to carry out any obligation under this Agreement, such obligation shall be suspended only so far as it is physically affected by such Force Majeure. The party unable to perform shall give the other party prompt notice of such Force Majeure with a detailed explanation and the probable extent to which it will be unable to perform or be delayed in performing such obligation. The party unable to perform shall use all possible diligence to remove such Force Majeure as quickly as possible. The requirement that any Force Majeure shall be removed with all possible diligence shall not require the settlement by the party unable to perform because of strikes, lockouts or other labor disputes or the meeting of any claims of or demands by any supplier or government entity which reasonably may be harmful to the best interests of the CITY or LIFETIME TENNIS. If, as a result of the occurrence of a Force Majeure, the*

**P.O. Box 520, Pleasanton, CA 94566-0802**

**123 Main Street**

**City Manager**  
(925) 931-5002  
Fax: 931-5482

**City Attorney**  
(925) 931-5015  
Fax: 931-5482

**Economic Development**  
(925) 931-5038  
Fax: 931-5485

**City Clerk**  
(925) 931-5027  
Fax: 931-5492

Mr. Dana Gill  
May 13, 2020  
Page 2

*responsibilities of LIFETIME TENNIS under this Agreement are substantially changed, then the parties shall meet and discuss in good faith appropriate modifications to this Agreement including the Management Fee.*

Lifetime Activities has requested the following modifications to the agreement:

- Rent abatement from 3/1/2020 through commencement of operations
- Rent abatement during the time that singles play only is allowed, with rent to begin again once four players can utilize a court at a time
- Rent deferment from commencement of operations through 12/31/2020
- Deferment of Lifetime's \$25,000 CIP contribution to the City until Fall 2021
- Deferral of Quarter 1 2020 rent payment (January – March 16, 2020) until June 20, 2020

The City of Pleasanton can offer the following:

- Rent abatement starting on 3/16/2020, on a month by month basis, until such time as a minimum of four players can access the court simultaneously
- Rent deferment from commencement of operations through 12/31/2020
- Deferral of Quarter 1 2020 rent payment (January – March 16, 2020) to June 20, 2020

I would like to discuss further with you the \$25,000 CIP contribution. I am willing to defer this contribution to Fall 2021, with the caveat that the Lifetime Activities will make a direct payment to the City of Pleasanton to be used toward any future Tennis Center CIP project deemed necessary by the City. It's time to make that payment to the City without any strings attached. We'll certainly invest the funds in the facility and in a manner that furthers the success of the tennis complex, including but not limited to repair and replacement, facility enhancements and/or expanded infrastructure and amenities.

Additionally, I would like for you to take extra precautions when opening the facility to singles play by members of the same household. Lifetime Activities has a detailed plan for resuming operations to ensure all CDC, County Health and City guidelines are followed. In addition to what you have put forward, please keep the restrooms closed and all benches off-limits until further notice by the City. I see that you have already proposed to lock gates open during open hours. This allows for fewer touch points for players. I appreciate the care you have taken in developing a plan for both community safety and enjoyment in the reopening of the Tennis Center.

Please contact me or Heidi Murphy with any questions or concerns. Otherwise, we look forward to the resumption of operations by Lifetime Activities at the Tennis and Community Park with the next 5-7 days.

Sincerely,



Nelson Fialho  
City Manager

*Dana Gill*  
5/14/20

- c. Heidi Murphy, Library and Recreation Director  
Tina Olson, Finance Director