

Council Approval Date: _____

Agenda Item: _____

Contract Amount: _____

LICENSE AGREEMENT BETWEEN THE CITY OF SANTA CLARITA AND

FOR

THIS LICENSE is made between the CITY OF SANTA CLARITA, a municipal corporation ("CITY"), and _____, a California nonprofit corporation ("LICENSEE").

1. **LICENSE: DESCRIPTION OF PROPERTY.** CITY licenses LICENSEE to use, on the terms and conditions in this License, real property located at _____ ("Property"). CITY's action is not, and should not be construed to be, a conveyance of a property interest or a lease; it is a license to use property only.

2. USE OF PROPERTY.

- A. LICENSEE may temporarily use the Property for the purposes of _____.
- B. CITY may change, amend, or terminate LICENSEE's use of Property at any time, and in its sole discretion, verbally or in writing.

3. **TERM.** Except as provided in Section 4, the term of this license will begin on _____, 20____ and end on _____, 20____. Upon mutual written agreement between the parties, this License may be renewed for additional time.

4. TERMINATION.

- A. As stated above, CITY may terminate this License at any time with or without cause, upon written or verbal notification. Termination will be effective upon notification, unless CITY specifies otherwise.
- B. LICENSEE may terminate this License at any time in writing at least five (5) days before the effective termination date.
- C. By executing this document, LICENSEE waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

- D. Upon termination, LICENSEE will remove all personal property and improvements from Property within two (2) days. Property will be left in a clean and orderly fashion.

5. **COMPENSATION.** In exchange for the use of the facilities at Property, LICENSEE agrees to pay CITY a sum of _____ dollars (\$) for the term of this License.

6. **CONDEMNATION.** If all or part of Property is acquired by eminent domain or purchase in lieu thereof, LICENSEE acknowledges that it will have no claim to any compensation awarded for the taking of Property or any portion thereof or for loss of or damage to LICENSEE's improvements.

7. **RELOCATION BENEFITS.** LICENSEE acknowledges that it has been informed that CITY is a public entity and that Property was previously acquired by CITY for a public purpose. LICENSEE further acknowledges that any rights acquired under this License arose after the date of acquisition of Property and that said rights are subject to termination when Property is needed by CITY. LICENSEE hereby acknowledges that at the time of said termination of this License by CITY, it will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under state or federal law.

8. **ALTERATIONS.** LICENSEE will not make, or cause to be made, any alterations to Property, or any part thereof, without CITY's prior written consent.

9. **HAZARDOUS/TOXIC WASTE.** CITY has not, nor, to CITY's knowledge, has any third party used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees that it will not use, generate, store or dispose of any Hazardous Material (as defined below) on, under, about or within Property in violation of any law or regulation. LICENSEE agrees to defend and indemnify CITY, to the extent stated in Section 12, against any and all losses, liabilities, claims or costs arising from any breach of any warranty or agreement contained in this Section. As used in this Section, "Hazardous Material" means any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

10. **SIGNS.** LICENSEE will not place any sign upon Property without CITY's prior written consent. LICENSEE will pay for all costs of any approved signage and comply with all applicable sign codes and ordinances.

11. **ASSIGNMENT.** LICENSEE will not be permitted to assign this License or any interest therein.

12. INDEMNIFICATION. LICENSEE agrees to indemnify and hold CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the performance of this agreement by LICENSEE. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, arising out of performance by LICENSEE of services rendered pursuant to this Agreement, LICENSEE will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or costs incurred in defense otherwise.

13. INSURANCE.

- A. Before commencing performance under this License, and at all other times this License is effective, LICENSEE will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability	\$1,000,000.00
Workers compensation	Statutory limits

- B. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to CITY except for nonpayment of premiums which may be cancelable upon ten (10) day notice.
- C. LICENSEE will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this License and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. LICENSEE will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- D. Should LICENSEE, for any reason, fail to obtain and maintain the insurance required by this Agreement, City may obtain such coverage at LICENSEE'S expense and deduct the cost of such insurance from payments due to LICENSEE under this Agreement or terminate. In the alternative, should LICENSEE fail to meet any of the insurance requirements under this agreement, City may cancel the Agreement immediately with no penalty.
- E. Should LICENSEE'S insurance required by this Agreement be cancelled at any point prior to expiration of the policy, LICENSEE must notify City within 24 hours of receipt of notice of cancellation. Furthermore, LICENSEE must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. LICENSEE must ensure that there is no lapse in coverage.

14. COMPLIANCE WITH LAW. LICENSEE will, at its sole cost and expense, comply with all of the requirements of all federal, state, and local authorities now in force, or which may hereafter be in force, pertaining to Property and will faithfully observe in the use of Property all applicable laws. The judgment of any court of competent jurisdiction, or the admission of LICENSEE in any action or proceeding against LICENSEE, whether CITY be a party thereto or not, that LICENSEE has violated any such ordinance or statute in the use of Property will be conclusive of that fact as between CITY and LICENSEE.

15. BREACH OF AGREEMENT. The violation of any of the provisions of this License will constitute a breach of this License by LICENSEE, and in such event said License will automatically cease and terminate.

16. WAIVER OF BREACH. Any express or implied waiver of a breach of any term of this License will not constitute a waiver of any further breach of the same or other term of this License.

17. ENTRY BY CITY AND PUBLIC. This License does not convey any property interest to LICENSEE. Except for areas restricted because of safety concerns, CITY and the general public will have unrestricted access upon Property for all lawful acts.

18. INSOLVENCY; RECEIVER. Either the appointment of a receiver to take possession of all or substantially all of the assets of LICENSEE, or a general assignment by the LICENSEE for the benefit of creditors, or any action taken or offered by LICENSEE under any insolvency or bankruptcy action, will constitute a breach of this License by LICENSEE, and in such event said License will automatically cease and terminate.

19. NOTICES. Except as otherwise expressly provided by law, all notices or other communications required or permitted by this License or by law to be served on or given to either party to this License by the other party will be in writing and will be deemed served when personally delivered to the party to whom they are directed, or in lieu of the personal service, upon deposit in the United States mail, certified or registered mail, return receipt requested, postage prepaid, addressed to:

LICENSEE:

CITY: City of Santa Clarita
ATTN: Kenneth W. Striplin, City Manager
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355

Either party may change its address for the purpose of this Section by giving written notice of the change to the other party.

20. ACCEPTANCE OF FACSIMILE SIGNATURES. The Parties agree that agreements ancillary to this License and related documents to be entered into in connection with this License will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

21. GOVERNING LAW. This License has been made in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this License will be in Ventura County.

22. PARTIAL INVALIDITY. Should any provision of this License be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this License will remain in effect, unimpaired by the holding.

23. ENTIRE AGREEMENT. This instrument and its Attachments constitute the sole agreement between CITY and LICENSEE respecting Property, the use of Property by LICENSEE, and the specified License term, and correctly sets forth the obligations of CITY and LICENSEE. Any agreement or representations respecting Property or its licensing by CITY to LICENSEE not expressly set forth in this instrument are void.

24. CONSTRUCTION. The language of each part of this License will be construed simply and according to its fair meaning, and this License will never be construed either for or against either party.

25. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this License and to engage in the actions described herein. This License may be modified by written agreement. CITY's City Manager, or designee, may execute any such amendment on behalf of CITY.

26. CONFLICT OF INTEREST. LICENSEE will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

27. COUNTERPARTS. This License may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

28. ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE. The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this contract on this date of

FOR LICENSEE:

By: _____

Print Name & Title

Date: _____

IF CORPORATION:

By: _____

Print Name & Title

Date: _____

FOR CITY OF SANTA CLARITA:
KENNETH W. STRIPLIN, CITY MANAGER

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:
JOSEPH M. MONTES, CITY ATTORNEY

By: _____
City Attorney

Date: _____