

LICENSE AGREEMENT
NEVADA COUNTY ERIC ROOD ADMINISTRATIVE CENTER
Sugarloaf Trail Overflow Parking Agreement with Nevada City, CA

This License Agreement is entered into on the 24th day of September 2019, by and between the **COUNTY OF NEVADA**, (hereafter “Licensor”), a political subdivision of the State of California, and **City of Nevada City**, (hereafter “Licensee”).

Licensor is the owner of the Eric Rood Administrative Center (“the Property”), located at 950 Maidu Avenue, Nevada City, California.

GRANT OF LICENSE: In consideration of benefits accruing to Licensor from the activities being sponsored by the Licensee, a personal, revocable license is granted to Licensee for non-exclusive, non-transferable use of ten (10) designated parking spaces by the public for overflow Sugarloaf Trail parking from sunrise to sunset on weekends and sunrise to sunset on weekdays except during business hours of 8 am to 5 pm.

CONDITIONS OF LICENSE: Licensee may not use the Property for any other purpose or business without obtaining Licensor’s prior written consent. Additionally, Licensee shall be bound to the following conditions:

1. Use and Occupancy. The property herein licensed shall be used and occupied in an orderly and respectable manner, without hindrance, annoyance, disturbance, detriment, injury or offense to Licensor. Licensee, to the best of its ability, shall not commit, nor suffer to be committed, any nuisance or waste in or about the Property. To the best of its ability, Licensee shall not bring anything onto the Property, or permit anything to be done in or about the Property, which will adversely affect fire risk or otherwise impact other insurance risks on county buildings or their contents.
2. Operation Subject to Law. Licensee shall operate in all respects subject to all applicable rules, regulations, ordinances and laws, whether county, state or federal. Licensee shall be required to obtain, at its expense, any and all necessary licenses and permits.
3. Operation Subject to Prior Rights. This License and all the provisions hereof shall be subject to whatever right the United States Government has affecting the control, operation and regulation of the Eric Rood Administrative Center. This License shall be subordinate to the provisions and requirements of any existing agreement between Licensor and the United States and State of California relative to the operation of the Property.
4. No Interference with Right of Way. Licensee shall not interfere with, nor unreasonably obstruct, any right of way over the Property owned and controlled by Licensor, including right of way for ingress and/or egress for pedestrian and vehicular traffic.

5. No Partnership or Agency Relationship Created. Licensor shall not become a partner or joint venture with Licensee, nor for any purpose shall Licensee be deemed an agent, officer, or employee of Licensor.
6. Signs and Alterations. The Director of Facilities shall first approve all signs and advertising materials before being placed on any building or County grounds. Licensee shall not install any fixtures or mark, paint, or deface any floors, walls, ceilings, partitions or pavement, without prior written approval of the Director of Facilities. The Licensor will provide 1 sign indicating the designation of the ten (10) parking spaces as trail overflow parking.
7. Director of Facilities as Licensor's Agent. Director of Facilities of the County of Nevada is the authorized agent for Licensor for purposes of this License, and as to any obligations assumed herein by Licensee, they shall be performed to the satisfaction of said Director of Facilities.
8. Parking. Licensee and its representatives shall have the non-exclusive, non-transferable right to use ten (10) auto-parking areas as designated by the Director of Facilities or his/her representative.
9. License Personal and Not Assignable. 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.
10. Termination. Either party may terminate this Agreement for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent by registered mail.
11. Hold Harmless, Indemnification, Damages, and Insurance.
 - A. Hold Harmless and Indemnification: To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend the Licensor and its elected officials, officers, volunteers, agents, contractors and employees against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and the cost of defense, resulting from the death of or any injury or damage to any person or property whatsoever, when such death, injury or damage arises out of or is in connection with the operations of Licensee, or has been caused in whole or in part, by the act, neglect, fault, or omission of Licensee, its agents, servants, employees, contractors, vendors, merchants, exhibitors, entertainers, participants, guests or invitees.
 - B. Disclaimer of Liability: TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR AND ITS ELECTED OFFICIALS, OFFICERS, VOLUNTEERS, AGENTS, CONTRACTORS AND EMPLOYEES HEREBY DISCLAIM AND LICENSEE HEREBY RELEASES LICENSOR AND ITS ELECTED

OFFICIALS, OFFICERS, VOLUNTEERS, AGENTS, CONTRACTORS AND EMPLOYEES FROM ANY AND ALL LIABILITY, WHETHER IN TORT OR CONTRACT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), RELATING TO ANY CLAIMS, LOSSES, COSTS, DAMAGES, EXPENSES, OR LIABILITIES RESULTING FROM PERSONAL INJURY TO OR THE DEATH OF LICENSEE OR ANY EMPLOYEE, AGENT, SERVANT, CONTRACTOR, VENDOR, MERCHANT, EXHIBITOR, ENTERTAINER, PARTICIPANT, INVITEE OR GUEST OF LICENSEE, OR ANY INJURY OR DAMAGE TO PROPERTY OF LICENSEE, ITS EMPLOYEES, AGENTS, CONTRACTORS, VENDORS, MERCHANTS, EXHIBITORS, ENTERTAINERS, PARTICIPANTS, INVITEES OR GUESTS OF LICENSEE UNLESS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR.

- C. Non-Liability; Force Majeure: Licensor and its elected officials, officers, volunteers, agents, contractors and employees shall not be liable for any injury or damage which may be sustained by the person, goods, equipment, wares, merchandise or property of Licensee, its agents, servants, employees, contractors, vendors, merchants, exhibitors, entertainers, participants, guests, or invitees resulting from an Act of God, fire, explosion, flood, strike, labor dispute, riot, wind, ice, hail, or any other cause or peril beyond the control of Licensor.
- D. Insurance: Licensee hereby agrees to maintain in full force and effect at all times during the term of this License, at its own expense, policies of insurance which afford the following coverage:

LIMITS

(1) Commercial General Liability \$2 Million
Insurance at least as broad as
Covering CGL on an "occurrence" basis,
including coverage against death,
bodily injury, property damage,
and personal & advertising injury.

- E. Insurance Company Ratings: The policies required by this License shall be issued by companies with a Best's Insurance Guide Rating of B+ or higher (B+,+, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7 or 8) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the Risk Manager of the Licensor.
- F. Certificates of Insurance: Licensee shall deliver to Licensor at least ten (10) days prior to the time such insurance as is first required to be carried, Certificates of Insurance evidencing the above insurance coverage with

limits not less than the amounts specified. The insurance policies must contain, or to be endorsed to contain, the following provisions:

- (1) Additional Insured Status. The Licensor, its elected officials, officers, volunteers, agents, contractors and employees, must be covered as additional insured on the CGL policy. Such Certificates shall expressly provide that the interests of the additional insured shall not be affected by any breach of the policy by Licensee. Neither the Licensor, or any person or entity named as an additional insured pursuant to this paragraph shall have any obligation under such policies, such as payment of premiums, deductibles or giving notices.
 - (2) Notice of Cancellation. All Certificates shall expressly provide (1) that ten (10) days prior written notice shall be given to the Licensor in the event of material alteration to, non-renewal of, or cancellation of the coverage evidenced by such Certificates.
 - (3) Primary Coverage. For any claims related to this License, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its elected officials, officers, volunteers, agents, contractors and employees. Any insurance or self-insurance maintained by the Licensor shall be excess and not contributory.
 - (4) Waiver of Subrogation. Licensee hereby grants to Licensor, its elected officials, officers, volunteers, agents, contractors and employees a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor, its elected officials, officers, volunteers, agents, contractors and employees by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.
- G. Failure to Provide Insurance: Failure to provide and maintain the insurance policies, endorsements or certificates of insurance required by this License shall constitute a material breach of this Agreement and, at the election of Licensor, may result in the immediate suspension or revocation of this License.
- H. Compliance with Insurance Requirements: Compliance with the insurance requirements set forth in this License shall not relieve Licensee of its obligation to hold harmless and indemnify the Licensor and its elected officials, officers, volunteers, agents, contractors and employees pursuant to Section 13 of this License.

12. Entire Agreement. This License constitutes the entire agreement between the parties relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this License are of no force or effect. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party, shall be of any effect unless it is in writing and executed by both parties hereto.
13. Warranty of Authorization. Every individual executing this License on behalf of an organization represents and warrants that he/she is duly authorized to execute and deliver this License on behalf of said organization, and that this License is binding upon said organization in accordance with its terms.
14. Notices. Any written notices required by this Agreement shall be made by personal delivery, or by first class United States mail, postage prepaid, to the addresses indicated above the signature lines, below. Notices shall be effective immediately, if personally delivered, or five (5) days after deposit in the U.S. Mail.
15. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
16. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.
17. Third Party Beneficiaries. This Agreement creates rights and duties only between the Licensor and the Licensee, and no other party, or third party, is intended to have or be deemed to have any rights under the Agreement as an intended third-party beneficiary.
18. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. Venue for disputes shall be Nevada County, California.
19. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
20. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

21. No Presumption Regarding Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

LICENSOR: COUNTY OF NEVADA
Facilities Management Division
950 Maidu Ave
Nevada City, Ca 95959

APPROVED AS TO FORM:
COUNTY COUNSEL

COUNTY OF NEVADA

By: _____

By: _____
Honorable Richard Anderson
Chair of the Board of Supervisors

ATTEST:

By: _____
Julie Patterson Hunter
Clerk of the Board of Supervisors

LICENSEES: Nevada City California
317 Broad Street
Nevada City, CA 95959

By: _____
Reinette Senum, Mayor

Date: _____