

LICENSE AGREEMENT
NEVADA COUNTY ERIC ROOD ADMINISTRATIVE CENTER
FIFTEENTH ANNUAL CHILDREN'S SAFETY AND HEALTH
CARNIVAL - WILDFIRE PREPAREDNESS DAY

This License Agreement is entered into on the 24th day of April 2018, by and between the **COUNTY OF NEVADA**, hereafter referred to as "Licensor", and in joint partnership between the **Gold Country Kiwanis and Fire Safe Council of Nevada County**, hereafter referred to as "Licensee".

Licensor is the owner of the Eric Rood Administrative Center ("the Property"), situated in the unincorporated area of Nevada County, California.

GRANT OF LICENSE: In consideration of benefits accruing to Nevada County from the activities being sponsored by the Licensee, a personal, revocable license is granted to Licensee to conduct on the Property those activities shown in Exhibit "A" between the dates of May 5th, 2018, through May 6th, 2018.

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 venturer with Licensee, nor for any purpose shall Licensee be deemed an agent, officer, or employee of Licensor.
6. Signs and Alterations. The Director of Emergency Services 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 Emergency Services.
7. Pricing. Licensee and its personal representatives will furnish all services on a fair and reasonable basis. It will not unjustly charge discriminatory prices for each unit or service. Licensee may offer reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
8. Manager as Licensor's Agent. Director of Emergency Services 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 Manager.
9. Fire and Life Safety. All activities shall be performed in accordance with aeronautical safety and public event standards. Applicable permits are the responsibility of the Licensee. Inspection and compliance of all conditions or situations connected to the event are the responsibility of the Licensee. Hazardous conditions or situations shall be reported to the Director of Emergency Services immediately. In the event hazardous conditions or situations occur, the Director of Emergency Services or County Official shall have the authority to terminate the event, to direct that Licensee correct the hazardous condition or situation immediately, or elect to correct the condition or situation at Licensee's expense. Should the hazard be corrected, the event may, at the discretion of the Director of Emergency Services or County Official, be allowed to continue. Nevada County makes no warranty that the facilities are hazard free. Inspection of the property and written notification of hazardous conditions that may affect the event should be provided to the Director of Emergency Services in writing and with sufficient time for correction in advance of the event.
10. Parking. Licensee and its representatives shall have the non-exclusive right to use auto-parking areas as may be designated by the Director of Emergency Services or his/her representative. Parking, whether for pay or in conjunction with Licensee's operations, shall be limited to a period not longer than Licensee's customers may be on premises.
11. 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.

12. Termination and Restoration. On or before the effective date of termination of this License, as specified above, Licensee shall cease all use of the Property and shall restore it to Licensor in good order and repair. Normal wear and tear is expected.

13. 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 County 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 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, COUNTY AND ITS ELECTED OFFICIALS, OFFICERS, VOLUNTEERS, AGENTS, CONTRACTORS AND EMPLOYEES HEREBY DISCLAIM AND LICENSEE HEREBY RELEASES COUNTY 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, ONTRACTORS, VENDORS, MERCHANTS, EXHIBITORS, ENTERTAINERS, PARTICIPANTS, INVITEES OR GUESTS OF LICENSEE UNLESS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF COUNTY.
- C. County Non-Liability; Force Majeure: County 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 County.

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:

TYPE	LIMITS
(1) Workers' Compensation, including Employer's Liability. The policy shall include an express waiver of subrogation in favor of the County and its elected officials, officers, volunteers, agents, contractors and employees.	(Statutory)
(2) Automotive Commercial Liability Insurance for each vehicle used including non-owned and hired automobiles.	\$1 Million
(3) Commercial General Liability Insurance, including coverage against death, bodily injury, and property damage.	\$1 Million
(4) Special Event Insurance	

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 County.

F. Certificates of Insurance: Licensee shall deliver to County 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. Such Certificates, with the exception of Workers' Compensation, shall confirm that the County and its elected officials, officers, volunteers, agents, contractors and employees, have been named as additionally insured. 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 County, 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. All Certificates shall expressly provide (1) that ten (10) days prior written notice shall be given to the County in the event of material alteration to, non-renewal of, or cancellation of the coverage evidenced by such Certificates; (2) that the

coverage evidenced by the Certificates shall be primary insurance as respects the County and its elected officials, officers, volunteers, agents, contractors and employees and any other insurance maintained by the County shall be excess and not contributory; and (3) that any rights of subrogation are waived against County and its elected officials, officers, volunteers, agents, contractors and employees.

- G. Vendors, Merchants, Exhibitors and Contractors Insurance: Licensee hereby expressly agrees to incorporate the provisions of Section 13 of this License into all contracts or agreements between Licensee and any vendor, merchant, exhibitor or contractor retained, hired, or participating in the event. In addition, Licensee will require that any such vendor, merchant, exhibitor and contractor comply with the insurance requirements of Section 13 with respect to (1) the type and amount of coverage required; (2) the endorsement of the coverage to name the County and its elected officials, officers, volunteers, agents, contractors and employees as additional insureds; and (3) the endorsement of the coverage to waive subrogation against the County and its elected officials, officers, volunteers, agents, contractors and employees. Licensee shall be responsible for providing Certificates of Insurance to the County Risk Manager evidencing that Licensee's vendors, merchants, exhibitors and contractors have obtained the insurance required by Section 13 at least ten (10) days prior to the start of Children's Safety Day Carnival and Community Wildfire Preparedness Day.
- H. Failure to Provide Insurance: Failure to provide and maintain the insurance policies (including Best's ratings), endorsements or certificates of insurance required by this License shall constitute a material breach of this Agreement and, at the election of County, may result in the immediate suspension or revocation of this License.
- I. 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 County and its elected officials, officers, volunteers, agents, contractors and employees pursuant to Section 13 of this License.
14. 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.
15. 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.

16. 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.
17. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.
18. 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.
19. Third Party Beneficiaries. This Agreement creates rights and duties only between the County and the District, 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.
20. California Law. This Agreement shall be construed in accordance with the laws of the State of California.
21. 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.
22. 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.
23. 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
OFFICE OF EMERGENCY SERVICES
10014 NORTH BLOOMFIELD RD
NEVADA CITY, CALIFORNIA 95959

By: _____ Date: _____
Edward C. Scofield
Chair, Board of Supervisors

LICENSEES: GOLD COUNTRY KIWANIS
P. O. BOX 721
GRASS VALLEY, CALIFORNIA 95945

By: _____ Date: _____
Allen Schafer
President, Gold Country Kiwanis

FIRE SAFE COUNCIL OF NEVADA COUNTY
P. O. BOX 1112
GRASS VALLEY, CALIFORNIA 95945

By: _____ Date: _____
Joanne Drummond
Executive Director, Fire Safe Council of Nevada County

Approved as to form:
COUNTY COUNSEL

By: _____