

**COUNTY OF SAN DIEGO
LICENSE FOR USE OF COUNTY
FACILITIES AND PROPERTY**

This license agreement (“License”), dated for purposes of reference only, is entered into between the County of San Diego, a political subdivision of the State of California (“County”), and _____ (“Licensee”).

RECITALS

- A. Licensee wishes to use a portion of a County-leased property (“Property”) defined in Section 1, Premises, for community meetings.
- B. County is willing to permit Licensee to use the Property subject to the terms and conditions contained in this License.

LICENSE

- 1. Premises. Licensee may use the approximately 2,000 square foot Community Center (“Premises”) located 21610 Crestline Road, Palomar Mountain, California and further described in EXHIBIT “A” DESCRIPTION OF PREMISES of this License.
- 2. Term. The term (“Term”) of this License shall commence upon the Effective Date (“Commencement Date”) and expire sixty (60) months after the Commencement Date. This License may also be terminated by County or Licensee at any time, upon thirty (30) days written notice of termination to Licensee.
- 3. Use. Licensee may use the Premises only for community meetings and community events.
- 4. License Fee. Licensee acknowledges that the fee is waived for purposes of this License only due to the public interest served.
- 5. Access. Licensee shall not impede the flow of vehicular traffic on, or restrict public access to or from, the Property. Licensee shall not interfere with County operations at the Property or Premises. When on the Property and Premises, Licensee and Licensee’s guests and invitees shall drive only on established roadways and driveways.
- 6. License. This License is not a lease, does not create or convey an easement and does not convey any interest or estate in real property to Licensee. County may terminate this License at any time during the Term. County may enter the Premises covered by this License at any time during the Term.

7. Defense and Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Licensee shall defend and indemnify County and its elected officials, officers, agents, employees and volunteers (collectively, "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), that arise out of or are in any way connected to this License or Licensee's use of the Premises arising either directly or indirectly from any act, error, omission or negligence of Licensee or its officers, employees, agents, contractors, licensees, servants, guests or invitees including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Licensee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that the Claim was caused by the sole active negligence or willful misconduct of County Parties.

8. Assumption of Risk and Release. Licensee, on behalf of Licensee and Licensee's employees, contractors, volunteers, invitees, and agents ("Licensee Parties"), hereby assumes all risk of injury to any Licensee Parties arising out of Licensee's use of the Premises, and fully releases, waives and forever discharges County and County's elected officials, officers, employees, and agents from any Claims of any nature arising from Licensee's use of the Premises.

9. Maintenance, Cleanup and Repair. Licensee shall conduct its operations in an orderly manner and shall leave the Premises in as clean and good a condition as when Licensee entered the Premises pursuant to this License. If Licensee damages any County property or facilities or incurs excessive cleanup of the Premises, Licensee shall promptly inform the Director and shall promptly reimburse the County for the full costs that County incurs to repair the damage or replace the item.

10. Alterations by Licensee. Licensee shall not make any interior, exterior, non-structural, structural alterations or improvements, or install any fixtures on the Premises without County's prior written consent, which shall be withheld, conditioned, or delayed in County's sole discretion.

11. Storage. At the end of each event, Licensee shall remove all equipment, vehicles and debris from the Premises, such that the Premises are returned to the County in the same condition that existed before the event. Licensee shall not store or leave any personal property or equipment on or in the Premises without obtaining the prior written consent of the Director.

12. License on Site. Licensee shall have a copy of this License available at all times when Licensee is using the Premises. Licensee shall show a copy of this License to County staff upon request.

13. Compliance with Laws. Licensee shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders, covenants, restrictions of record, and requirements, including the California Environmental Quality Act ("Laws"), which apply to Licensee's entrance and use of the Premises.

14. Compliance with Stormwater Laws. Licensee shall not discharge pollutants into the Property's stormwater conveyance system or deposit pollutants anywhere on the Property such that they are discharged from the Property in violation of applicable stormwater laws and regulations. If the County of San Diego receives any fine or fines from, or has any other monetary liability imposed on it by, any regulatory agency as a result of Licensee's or Licensee Parties' (as such term is defined below) discharge or disposition of pollutants in violation of this provision, Licensee shall promptly reimburse the County of San Diego for the entire amount of such fine or liability.

15. Hazardous Substances. Licensee shall be responsible for fully complying with all applicable present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders of any governmental entity regarding contaminated soils, hazardous materials or environmental cleanup. If any hazardous substance spills, leaks or is discharged from any facility on the Premises or the Property as a result of the actions or omissions of Licensee Parties, Licensee shall immediately make all repairs necessary to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of the spilled hazardous substance and any soil contaminated by the spill. If the Licensee fails to make the required repairs, to clean up the spill or to properly dispose of any contaminated soil, County may after written notice to Licensee take all steps County deems necessary to make the necessary repairs, to clean up the spill and to dispose of any contaminated soil. Licensee shall reimburse the County for the cost of any work, plus administrative expenses, within thirty (30) days of receiving a bill for the work from the County. Licensee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the production, storage, distribution, processing, handling, disposing, spilling, leaking or discharging of any hazardous substance by Licensee or Licensee Parties.

To the fullest extent permitted by law and in addition to and without limiting Licensee's indemnification obligations in Section 8, Licensee shall indemnify, defend, reimburse and hold harmless County and County Parties from any and all liability, claims, damages or injuries to any person or entity, and all expenses of investigating and defending against all liability, claims, damages or injuries, arising from or alleged to have arisen from or in connection with the presence, release, spill, or discharge of hazardous substances, toxic materials or hazardous waste upon, about or beneath the Premises as a result of any action or omission of Licensee or Licensee Parties.

16. Assignment. Licensee shall not assign or transfer any interest in this License.

17. Notices. Any notice required or permitted to be given pursuant to this License shall be written and shall be effective (a) when personally delivered to the recipient or sent by facsimile transmission; or (b) on the third business day after being sent by the United States Postal Service, postage prepaid and addressed to the party as follows:

If to County: County of San Diego
Department of General Services
Real Estate Services Division
5560 Overland Avenue
Suite 410

San Diego, California 92123

If to Licensee:

18. Entire Agreement. This License and any exhibits attached to this License constitutes the entire agreement between County and Licensee with respect to the subject matter contained in this License. All other representations, oral or written, are superseded by this License. Neither party is relying on any representation outside of this License. This License may be changed only by written amendment signed by County and Licensee.

19. Interpretation. This License shall be governed by the laws of the State of California. However, the provisions of this License shall be strictly construed against Licensee.

20. Corporation in Good Standing. If Licensee is a California corporation, Licensee warrants that it is a corporation in good standing and is currently authorized to do business in California.

21. Authority to Sign. Licensee represents and warrants that it has full power and authority to execute and fully perform its obligations under this License without the need for any further action, and that the person executing this License on behalf of Licensee is the duly designated agent of Licensee and is authorized to act on behalf of Licensee.

22. Effectiveness; Effective Date. County and Licensee have executed this License as the day and year written below. This License shall be effective upon the date of its execution by the County's Director, Department of General Services ("Effective Date").

23. Counterparts; Electronic Transmittal; Electronic Signatures. This Lease may be executed in counterparts, and County and Lessor agree that each counterpart shall constitute one agreement binding on County and Lessor, notwithstanding that County and Lessor are not signatory to an original or same counterpart. Executed counterparts of this Lease may be transmitted electronically, and County and Lessor agree that each counterpart of a fully executed Lease transmitted electronically via pdf attachment shall be binding as if the signatures transmitted electronically were original signatures. This Lease may be executed using electronic signatures, and County and Lessor agree that each electronic signature shall have the same legal effect and enforceability as a manually executed signature to the extent provided for in the Uniform Electronic Transactions Act codified in State of California Civil Code Sections 1633.1 - 1633.17.

County and Licensee have caused this License to be executed by their duly authorized representatives.

“County”

County of San Diego, a political subdivision
of the State of California

By: _____
Marko Medved, Director
Department of General Services

Date: _____

“Licensee”

By: _____

Its: _____

Date: _____

EXHIBIT "A"
DESCRIPTION OF PREMISES

2,000 square foot community building and surrounding area outlined below located at 21610 Crestline Road, Palomar Mountain

