

LICENSE AGREEMENT

This License Agreement (this "License Agreement") is made this ___ day of _____, 2025, between the **City of San Luis, Arizona**, an Arizona municipal corporation, having its administrative offices at 1090 East Union Street, San Luis, Arizona 85349 and its U.S. Postal Service for mail delivery address at P.O. Box 1170, San Luis, Arizona 85349 (the "City" or "Licensor"), and **Amberly's Place, Inc.**, an Arizona nonprofit corporation, having its address at 1310 S. 3rd Avenue, Yuma, AZ, 85364, ("Licensee"), referred to singularly as the "Party" and collectively as the "Parties."

RECITALS

- A. The City owns both the building located at 1030 East Union Street, San Luis, Arizona (the "Premises") and the land upon which it is situated.
- B. The Parties hereby establish a license ("License") through this License Agreement and expressly acknowledge that this agreement does not create any real property interest for the Licensee.
- C. The Licensee shall use designated space within the Premises in a manner that will not interfere with operations of the City and San Luis Police Department ("SLPD").
- D. The City grants to Licensee a non-exclusive, revocable permission to occupy and use portions of the Premises as specifically defined herein, subject to all terms and conditions of this License Agreement.
- E. Both Parties acknowledge and agree that this License and License Agreement shall not be assignable or transferable to any third party.

In consideration of the matters described above, and of the mutual benefits and obligations in this License Agreement, the Parties agree as follows:

SECTION ONE GRANT OF LICENSE AND DESCRIPTION OF PREMISES

Subject to all terms and conditions of this License Agreement, the City hereby grants to Licensee a License to use the Premises as follows:

- 1.1** The City grants Licensee the right to occupy one designated office space within the Premises not regularly utilized by SLPD.
- 1.2** Licensee shall have reasonable access to the building and use of common areas within the building during normal business hours or as otherwise agreed upon.
- 1.3** The Premises are located at 1090 East Union Street, San Luis, Arizona 85349.

SECTION TWO LIMITATION TO DESCRIBED PURPOSE

2.1 Permitted Use. Licensee may occupy the designated office space, use common areas, and access the Premises for the purpose of providing victim advocacy services to domestic violence survivors in South Yuma County, including San Luis residents. These services may include case management, safety planning, court accompaniment, resource referrals, and other support services consistent with Licensee's mission, however this shall not include direct social or health services. The Parties acknowledge that Licensee is an Arizona non-profit corporation performing the public purpose of ensuring domestic violence victims have access to essential support services.

2.2 Non-Exclusive and Revocable. The use of the Premises is non-exclusive and the City reserves the right to use the Premises itself or to permit other persons or entities to use the Premises at any time. Using the facility is specifically limited to the uses described above, must be used for the public purposes described above and may not be used for any other purpose.

2.3 Use Conforms to All Laws. The Licensee shall conform to all federal, state and local laws including obtaining a City business license.

SECTION THREE TERMINATION

3.1 Termination by Licensee. Licensee may terminate this License Agreement during any Term by providing thirty (30) days' written notice to the City. Such termination shall be effective without requiring City Council approval.

3.2 Termination by City. The City may terminate this License Agreement during any Term by initiating the following process:

- (i) The City must submit a written notice to the City Council requesting termination.
- (ii) The City Council shall review the request at a regular Council meeting and provide a written decision approving or denying the termination.
- (iii) Termination shall not be effective until the City Council has granted approval and the City has provided Licensee with a copy of the City Council's written approval.
- (iv) The written approval must specify the date of termination, which shall not be less than fourteen (14) days from the date such approval is delivered to Licensee.

3.3 Delivery of Notices. All notices regarding termination or non-renewal shall be delivered by registered or certified mail (return receipt requested), by a reputable

overnight commercial carrier, or hand-delivered by process service in accordance with Section 9 of this License Agreement.

3.4 The Initial Term and any Renewal Terms are collectively referred to as the "Term."

SECTION FOUR SURRENDER OF PREMISES ON TERMINATION

4.1 The Licensee shall quit and surrender peaceably and quietly, to the City, its agent or attorney, possession of the Premises at the termination of this License Agreement, in good order and condition, except for ordinary wear and tear and free of all of the Licensee's personal property. If upon termination of this Agreement or if the Licensee abandons the Premises, and the Licensee abandons or leaves any personal property or equipment at the Premises, such equipment or property shall be conclusively deemed abandoned, and the City shall have the right, without notice to the Licensee, to store or dispose of the property or equipment at the Licensee's sole cost, expense and risk, without the City being liable to the Licensee.

4.2 On any termination of this License Agreement, the Licensee, shall quit the above-described property, and shall remove from such property all of The Licensee's property installed in, on, or attached to the Premises. The Licensee shall surrender the Premises to City upon the expiration or termination of this License free of debris, waste, or hazardous materials placed on or about the property by The Licensee or its agents, employees, contractors, or invitees, and in a condition which complies with all environmental laws.

4.3 Any termination of this License Agreement, no matter how it is caused, shall be entirely without prejudice to the rights of the City with accrued under this License Agreement prior to the date of such termination.

SECTION FIVE NO WARRANTIES

5.1 The City does not, in any way, represent or warrant the fitness of the Premises for the use contemplated by Licensee. The City shall not be required to perform any work or furnish any materials to prepare the Premises for The Licensee's occupancy.

5.2 The Licensee acknowledges that it has inspected the Premises and is familiar with the Premises and accepts the Premises in the condition "as is" as of the Commencement Date.

**SECTION SIX
LICENSEE'S PROPERTY**

The City shall have no responsibility whatsoever for any damage, vandalism or theft of the Licensee's property.

**SECTION SEVEN
NO WAIVER**

No waiver, modification, change or alteration of this License Agreement, or any of the rights or remedies of either of the Parties to this Agreement, shall be valid unless such waiver, modification, change or alteration is in writing and signed by the Party against whom enforcement is sought.

**SECTION EIGHT
NOT A LEASE**

The City and the Licensee agree this License Agreement is only a non-exclusive, revocable license and shall not be construed as a lease or confer any rights of a lease. The Licensee shall not record this License Agreement or any notice or memorandum or amendment of this License Agreement.

**SECTION NINE
NOTICES**

- 9.1** Any notice, demand or request under this License Agreement shall be in writing, shall be addressed as provided above and delivered by registered or certified mail to the mailing address (return receipt requested) or by a reputable overnight commercial carrier (e.g., FedEx, UPS), or hand-delivered by process service, and shall be deemed effective upon receipt.
- 9.2** The rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand or request sent.

**SECTION TEN
GENERAL PROVISIONS**

- A. Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or the Licensee of the breach of any covenant of this License Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this License Agreement.
- B. Attorneys' Fees.** If any Party finds it necessary to bring any action at law or other proceeding, including arbitration, against the other Party to enforce any of the terms, covenants or conditions, or by reason of any breach or default, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs

and reasonable attorneys' fees by the other Party. If any judgment is secured by said prevailing Party, all such costs and attorneys' fees shall be included in the judgment, such fees to be set by the court and not by a jury.

- C. Counterparts.** This License Agreement may be executed in one or more counterparts, each of which shall be deemed a original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so the signature of all Parties may be physically attached to a single document.
- D. Headings.** The descriptive headings of the paragraphs of this License Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.
- E. Further Acts.** Each of the Parties to this License Agreement shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, carry out the matters contemplated by this License Agreement
- F. Time of the Essence.** Time is of the essence of this License Agreement
- G. No Partnership and No Third Parties.** It is not intended by this License Agreement to, and nothing in this License Agreement shall create any agency, partnership, joint venture or other similar arrangement between the City and the Licensee. No term or provision of this License Agreement is intended to, or shall, benefit any person, firm, organization or corporation not a Party to this License Agreement, and no such other person, firm, organization or corporation shall have any right or cause of action under this License Agreement.
- H. Entire Agreement.** This License Agreement constitutes the entire License Agreement between the Parties pertaining to the subject of this License Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded and merged into this License Agreement
- I. Amendment.** No change or additions are to be made to this License Agreement except by a written amendment executed by the Parties to this License Agreement.
- J. Governing Law.** This License Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona. In particular, this License Agreement is subject to A.R.S. § 38-511 subjecting this License Agreement to cancelation due to statutory conflicts of interest.
- K. Reformation.** If any term, provision, covenant or condition of this License Agreement be held void or invalid, the Parties shall reform this License Agreement to conform closely to the original intent

- L. **Venue**. Any legal action relating to this License Agreement shall be brought in either the Yuma County Superior Court or in the United States District Court for the District of Arizona at the election of the plaintiff in such legal action, provided, however, that nothing in this paragraph will be deemed to have authorized the bringing of any legal action in a court which does not otherwise have jurisdiction to adjudicate the legal action.
- M. **Severability**. Every provision of this License Agreement is and will be construed to be a separate and independent covenant. If any provision of this License Agreement or the application of the same is, to any extent, found to be invalid or unenforceable, then the remainder of this License Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable, will not be affected by that invalidity or unenforceability, and each provision of this License Agreement will be valid and will be enforced to the extent permitted by the law, and the Parties will negotiate in good faith for such amendments of this License Agreement which may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.
- N. **No Personal Liability**. No member, official or employee of the City shall be personally liable to the Licensee, or any successor or assignee, (a) if any default occurs or breach by the City, (b) for any amount which may become due to the Licensee or its successor or assign, or (c) under any obligation of the City under the terms of this License Agreement.
- O. **Employment Eligibility**. The Licensee warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the License Agreement and is subject to penalties up to and including termination of this License Agreement. The City retains the legal right to inspect the papers of the Licensee and any contractor or subcontractor employee of the Licensee to ensure that the Licensee and any of its contractors or subcontractors are compliant with this warranty.
- P. **Compliance with Law**. The Licensee agrees to comply with all federal, state and local laws.
- Q. **Assignment**. The rights of each Party under this License Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity.

[Intentionally left blank, signature page follows]

The Parties have executed this License Agreement in the City of San Luis, Yuma County, Arizona the day and year set forth above (which is the day the last Party approved this License Agreement).

CITY OF SAN LUIS, ARIZONA

Jenny Torres
Acting City Manager

Attest:

Sonia Cornelio
City Clerk

Approved as to Form by:

Kay Marion Macuil
City Attorney

AMBERLY'S PLACE, INC.

Tori Bourguignon
CEO