

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is dated _____, (“Effective Date”) and is entered into by and between the County of Yolo, a political subdivision of the State of California (“Licensor”), and _____ (“Licensee”).

RECITALS

WHEREAS, Licensee seeks to acquire the right to enter upon Licensor’s property located at _____ (the “Premises”), shown on the attached **Exhibit A**, which is incorporated by reference herein, for the purpose specified in Section 1 below; and

WHEREAS, Licensor would like to provide such access to Licensee at no cost in recognition of the significant public benefits that will result from the regular operation of a low or no cost spay and neuter facility; and

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

AGREEMENT

1. **Use.** Licensor hereby grants to Licensee, its agents and contractors, a non-exclusive License to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and conditions herein, for the purpose of conducting _____ (the “License”). The dates for said services and all other activities of Licensee on the Premises shall be submitted to and agreed upon by Licensor in advance of the commencement of such services and activities and any substantial changes thereto from time to time. Licensee may place a [description of facility/equipment] (the “Facilities”) on the Premises for so long as the License remains in effect and provided it maintains the Facilities in a clean and orderly state. Any other materials placed onsite by Licensee shall be removed at the end of each day unless otherwise agreed.

The party representatives identified in Section 11, below, or their delegates shall communicate about onsite needs and unexpected issues. Licensee shall be solely responsible for all operational aspects of conducting its operations and activities on the Premises. This License shall also include [include any access to restrooms or other common facilities onsite].

2. **Term; Termination.** This License shall commence upon **January 1, 2024** and shall continue through [insert] (“Term”) so long as Licensee continues to regularly use the Premises for the use set forth in Section 1, above. In addition to the termination for breach provisions of Section 9, below, at any time and with or without cause, either party may terminate this License by giving thirty (30) days’ written notice to the other party. At the expiration or earlier termination of this License, Licensee shall immediately cease use of the Premises, remove all facilities, equipment, and materials placed there, and restore the Premises to substantially their original condition consistent with Section 8, below.

3. **Consideration.** As set forth above, the License provided by this Agreement is a no-cost license. Aside from the faithful performance of its obligations under this Agreement, Licensee has no obligation to provide any remuneration or other consideration to County.

4. Conditions Applicable to License.

A. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

B. {TBD: Allocation of water and utility costs between the parties.}

C. {TBD: Allocation of responsibility for maintaining grounds, repairs, etc., to portions of the property other than Facilities maintained by Licensee.}

D. Licensee certifies that its performance of services contemplated by this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

E. The interest in the Property may constitute a possessory interest subject to taxation. If a possessory interest tax is charged to Licensee in connection with this Agreement, then the Parties shall meet and confer regarding the need for any adjustments to this Agreement to offset the effects of the tax.

5. No Transfer or Assignment. This License is personal to Licensee. Any attempt to transfer or assign this License shall terminate it. Further, Licensee shall not encumber the premises without prior written authorization from the Yolo County Board of Supervisors.

6. Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations.

7. No Interference. Licensee shall not interfere with the normal operation and activities of Licensor, and Licensee shall conduct its activities on the Premises to minimize damage to the Premises and inconvenience to Licensor, its agents, employees and invitees.

8. Repair and Restoration. If Licensee, its agents or contractors cause any damage to the Premises, or to Licensor's roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall repair and

restore the Premises and Property to their original condition prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination this License, the Licensee's Indemnity and Insurance obligations in paragraphs 12 and 13 shall continue until repair and restoration is completed as provided herein.

9. Breach and Cure. In the event that Licensee breaches any of its obligations under this License, including but not limited to regularly providing low or no cost spay and neuter services, Licensor shall send Licensee written notice specifying the nature of such breach. Licensee shall have ten (10) days from the receipt of such notice within which to cure such breach. If more time is reasonably required for Licensee's performance, then Licensee shall notify Licensor in writing of its proposed schedule for performance and commence performance within such ten (10) day period; thereafter, Licensee shall diligently proceed to completion. If Licensee fails to cure or to commence cure within such ten (10) day period, then Licensor shall have the right to terminate this License immediately by serving Licensee with written notice of termination. Licensor shall have all rights and remedies available under California law including, but not limited to, actions for damages and specific performance, for any breach of Licensee's obligations hereunder.

10. Alteration in Writing. This License supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this License. No alteration or variation of this License shall be valid unless made in writing and signed by Licensor and Licensee.

11. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensor: [Insert name and address]

Licensee: [Insert name and address of principal County contact]

or to such other address as either party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the third business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (iv) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this Paragraph.

12. Indemnification.

Licensee shall indemnify, defend, and hold harmless Licensor, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to

and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, partners, invitees or employees.

13. Insurance. {To be determined in consultation with Licensee. The final insurance requirements may reflect an allocation of responsibility between the County and Licensee, with the County providing coverage for the Premises and the Licensee providing insurance for its actions and omissions on the Premises.}

14. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

IN WITNESS WHEREOF, the parties have executed this License Agreement the day and year first above written.

LICENSOR:
County of Yolo, a political subdivision
Of the State of California

LICENSEE:
[insert]

By: _____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

By: _____
Its: _____

Attest: Julie Dachtler, Senior Deputy
Clerk, Yolo County Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

By: _____
Philip J. Pogledich, County Counsel