

LICENSE AGREEMENT
Recurring Use

This agreement is entered into as of _____, by and between KINGS MOUNTAIN VOLUNTEER FIRE BRIGADE, INC., WOODSIDE, CALIFORNIA, a California non-profit corporation ("KMVFB") and _____ ("Licensee"), under the following circumstances:

A. KMVFB owns the property located at 13889 Skyline Blvd., Woodside, California, which includes the following:

1. A community center room, kitchen and two (2) bathrooms (the "Community Center");
2. A storage room adjoining the Community Center ("Room A");
3. A storage room adjoining the Community Center ("Room B");
4. A conference room adjoining the Community Center ("Conference Room");
5. An asphalt parking area from which is excluded marked fire lanes for use by emergency vehicles (the "Parking Area");
6. Garages, storage areas, and office housing the vehicles and equipment of the KMVFB;
7. Radio Room and Antenna Tower;
8. A "cook shack";
9. Grounds surrounding the Community Center and Parking Area consisting in total of approximately five (5) acres ("Unimproved Grounds").

Collectively the foregoing property and improvements are referred to herein as "the Facilities".

B. Licensee is a member in good standing of the KMVFB. *Note: **KMVFB** is a separate entity from the Kings Mountain Association (KMA).*

C. Licensee desires to use a portion of the Facilities at specified times for the purpose set forth in this agreement.

NOW, THEREFORE, KMVFB and Licensee agree as follows:

1. In consideration of the License Fee and promises and covenants set forth below, KMVFB grants to Licensee a license for use of a portion of the Facilities upon the terms and subject to the conditions set forth herein.
2. The portion of the Facilities, which Licensee is authorized to use, is as follows: (the "Licensed Space"). _____
3. Licensee is authorized to use the Licensed Space solely for the following purpose: (the "Licensed Use"). _____
4. Licensee is granted a license to use the Licensed Space on (the "Licensed Days"). _____
5. Licensee is granted a license to use the Licensed Space on the Licensed Days as follows: _____ AM/PM to _____ AM/PM (the "Licensed Hours").
6. The term for the Licensed Period under this agreement (the "Term") shall commence on _____, and shall end on the earlier of (a) _____, or (b) fifteen (15) days after notice of termination given by either party to the other. *As appropriate, this contract is effective JANUARY TO DECEMBER and is to be reviewed for possible renewal annually.*
7. Any change in the Licensed Use, Licensed Space, and/or License Period must be approved in advance and in writing (e-mail) by the KMVFB Building Manager.
8. Notwithstanding the generality of any provision of this agreement to the contrary, entry upon the following

portions of the Facilities by Licensee and Licensee's invitees is expressly excluded and prohibited:

- a. Entry upon any roof;
- b. Entry upon radio antenna tower;
- c. Entry upon or within 25 feet of the Verizon antenna tower and equipment structure;
- d. Entry upon or within 25 feet of the above ground fuel storage tank;
- e. Entry upon or within 15 feet of the above ground generator;
- f. Entry upon or within 5 feet of the above ground propane tank;
- g. Entry upon any portion of the Facilities not specifically included in the Licensed Space.

9. Licensee shall pay to KMVFB the sum of \$_____ per _____ (the "License Fee") upon execution of this agreement for the License provided herein.

10. Licensee shall maintain the Licensed Space in good order and condition during the License Period and shall return the Licensed Space in the same condition as at time of commencement of the License Period, ordinary wear and tear excepted. Licensee shall not make any alteration to any portion of the Facilities and shall not use thumbtacks, nails, paint or any other fastener or substance which in any way disfigures or discolors walls, ceilings, floors, furnishings, fixtures or equipment of the Licensed Space.

11. Any personal property of Licensee or Licensee's invitees remaining at the Facilities at the end of the License Period shall be deemed abandoned and may be discarded or disposed of by KMVFB without further notice.

12. Licensee shall deposit the sum of _____ with KMVFB to assure and secure Licensee's full and faithful performance of its obligations under this agreement which deposit shall be fully refundable upon Licensee's performance of its obligations under this agreement. Notwithstanding whether Licensee's deposit, if any, is sufficient, Licensee shall be responsible and liable to KMVFB for the following:

- a. Expenses reasonably necessary for the repair of damage to the Facilities caused by or resulting from use by Licensee and Licensee's invitees.
- b. Expenses reasonably incurred as a result of Licensee's failure to leave the Licensed Space in the condition as it existed at commencement of this agreement, ordinary wear and tear excepted.
- c. Expenses reasonably incurred to remove trash and debris left at or about the Facilities by Licensee or Licensee's invitees.

Any such expense incurred by KMVFB shall be reimbursed to it by Licensee within ten (10) days following written notice thereof to Licensee.

13. Licensee shall store its equipment, supplies and non-perishable foodstuffs, if any, in space assigned for that purpose by the KMVFB. Licensee shall not keep unsealed food packages at the Facilities. Licensee shall not use or store in or about the Facilities any flammable, dangerous, toxic, volatile, explosive or hazardous substance, including without limitation, combustible material used for decorative purposes.

14. Smoking is prohibited within the buildings at the Facilities and Licensee shall not allow its members, servants or invitees to smoke within the Facilities. Unattended incense or candle burning is prohibited. Candles must be in appropriate, safe containers capable of catching any melting wax.

15. Licensee shall not allow any law, ordinance or governmental regulation to be violated by Licensee or Licensee's invitees during Licensee's use of the Licensed Space. Any use of the Licensed Space involving alcoholic beverages is subject to the following conditions:

- a. Licensee shall be responsible for checking the age of persons being served alcoholic beverages and monitoring the amount of alcohol being consumed. If an individual shows signs of intoxication, the individual shall not be served additional alcoholic beverages.
- b. The Licensee shall discourage any intoxicated person from operating a motor vehicle and offer a ride or call a taxi in lieu of such individual driving.

c. Sale of alcoholic beverages is prohibited without a license permitting such sale having been first obtained by the seller from the California Alcoholic Beverage Control Board.

16. Amplified music and sound shall not be excessive and the source shall be restricted to the interior of the Community Center building. KMVFB reserves the right to monitor the volume of music and sound during the Licensed Use. KMVFB reserves the right to require reduction of volume of amplified music and sound.

17. Licensee shall maintain adult supervision at all times of children present during Licensee's use of the Licensed Space.

18. Licensee shall keep fire lanes and driveways clear of vehicles and obstructions during the License Period. The reserved parking spaces adjacent to the KMVFB office must remain clear for volunteer parking during an emergency.

19. This License is granted to Licensee and is personal to Licensee. It shall not be transferred or assigned by Licensee and any attempted transfer is ineffectual and void.

20. Neither KMVFB nor its officers, agents, employees, directors or members shall be liable to Licensee for any loss, liability, damage, injury, cost or expense incurred by Licensee or its servants, members or invitees and Licensee shall defend, indemnify and hold harmless KMVFB, its officers, agents, employees, directors and members from any loss, liability, damage, injury, cost or expense (including reasonable attorneys' fees) incurred by it or them on account of or in connection with use by Licensee or Licensee's servants, members or invitees, of any portion of the Facilities.

21. If legal action is brought for the enforcement of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in the proceeding in addition to any other relief to which it may be entitled.

22. The designated contact person and authorized representative of Licensee in connection with this agreement is as follows:

Name: _____

Address: _____

City, State ZIP: _____

Telephone Number: _____

Email Address: _____

NOTE: Licensee shall promptly notify the KMVFB building manager of any change in designated contact person and/or authorized representative.

IN WITNESS WHEREOF the parties executed this agreement.

KINGS MOUNTAIN VOLUNTEER FIRE BRIGADE, INC.

by _____

Building Manager

Licensee [signature]

Dues Paid _____ Deposit Paid _____ Fee Paid _____

Key Given _____ Key Returned _____ Deposit Returned _____

BUILDING MANAGER'S COPY / LICENSEE'S COPY