

RIGHT OF ENTRY AGREEMENT

In consideration of the mutual covenants and agreements herein set forth, [REDACTED], (“Licensor”) and San Bernardino County Fire Protection District (“Licensee”), hereby agree to enter into this Right of Entry Agreement (“Agreement”) on the following terms and conditions:

1. Licensor, as owner of certain real property commonly identified as APN [REDACTED] (“Licensor’s Property”), and in exchange for the mutual benefits of conducting hazardous fuels reduction services, including the removal of flammable vegetation Licensor’s Property by Licensee, hereby agrees to allow the Licensee and its employees, contractors, agents, representatives, and consultants (collectively, “Licensee Agents”) to enter onto Licensor Property, for the purposes of ingress and egress to perform hazardous fuels reduction services and removal of flammable vegetation within the Licensor’s Property (“Licensee’s Activities”).
2. Licensor acknowledges that Licensee is requesting to perform certain work and activities on Licensor’s Property for the purposes of hazardous fuels reduction and removal of flammable vegetation to reduce fuel loading, as well as tree, shrub, and weed maintenance activities. Any trees removed will not include the removal of the stump. Licensor understands that Licensee’s ability to provide the requested Licensee’s Activities to Licensor is limited by time and the availability of funding and other resources. Licensor acknowledges that Licensee’s Activities on Licensor’s Property are being performed to conduct hazardous fuels reduction services and that Licensee offers no guarantees or warranties as to the success or outcome of the Licensee’s Activities on Licensor’s Property. The execution of this Agreement does not obligate Licensee to perform any specific activities, or any activities at all, on Licensor Property. Licensee can perform whatever Licensee’s Activities on Licensor’s Property it deems appropriate, in its sole discretion.
3. The rights herein granted to Licensee may be exercised beginning [REDACTED] and shall terminate upon the completion of the Licensee’s Activities, but by no later than [REDACTED] (“Entry Period”). The Licensee shall give to the Licensor not less than [REDACTED] hours prior notice each time Licensee desires to enter the Licensor’s Property during the Entry Period. The notice required pursuant to this Section may be given orally by telephone, in writing, or electronically. Licensor agrees to cooperate with Licensee and shall not cause any unnecessary delays or interruptions during the period of Licensee’s Activities and agrees to not unreasonably deny Licensee access to the Licensor Property during the Entry Period. Unless extended in a writing signed by both parties, this Agreement shall terminate upon the expiration of the Entry Period. Notwithstanding the preceding, Sections 2, 4, 5, and 11 shall survive the expiration or early termination of this Agreement.
4. Licensor, on behalf of itself and its heirs, executors, administrators, predecessors, successors, and assigns does hereby fully release, acquit, and forever discharge Licensee and San Bernardino County, and their authorized officers, employees, agents, contractors, representatives, and volunteers predecessors, successors and assigns, both past and present, of and from any and all claims, causes of action, costs, expenses, damages, liabilities, or demands of whatever nature, character, or description, whether known or unknown, suspected or unsuspected, fixed or contingent, asserted or unasserted, which Licensor may have had, may now have, or may have in the future against Licensee and San Bernardino County, in any way arising out of, relating to, or connected to this Agreement, incurred or suffered by Licensor. In executing this Agreement, Licensor agrees and does hereby irrevocably, knowingly, and voluntarily waive and relinquish all rights and benefits afforded under the provisions of Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5. Licensor agrees to indemnify, defend (with counsel reasonably approved by Licensee) and hold harmless the Licensee and San Bernardino County, and their authorized officers, employees, agents, contractors, representatives, and volunteers (“Indemnitees”) from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including any claims alleging pollution or

contamination resulting from the activities of the Indemnitees with respect to exercising this Agreement, and including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Licensor's indemnification obligation applies to the Indemnitees' "active" as well as "passive" negligence but does not apply to the Indemnitees' "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782

6. Licensor hereby warrants that it is the fee owner of the Licensor Property and that it has the right to grant Licensee permission to enter upon and use the Licensor Property in accordance with the terms of this Agreement.
7. This Agreement is the result of negotiations between the parties hereto. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof and supersedes all other prior agreement or understanding pertaining to the matters covered in this Agreement.
8. This Agreement shall not be changed, modified, or amended except as agreed in a written amendment to this Agreement executed by the parties.
9. A default of this Agreement shall occur if either party fails to perform any of its material obligations in this Agreement. If at any time either party is in default and such default is not remedied within thirty (30) days after written notice, sent to the notice address set forth in the signature page, from the non-defaulting party, the non-defaulting party may terminate this Agreement immediately upon written notice to the defaulting party.
10. The Licensee, Licensor, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement.
11. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This Section shall not apply to those costs and attorneys' fees arising from any third-party legal action against Licensee, including such costs and attorneys' fees payable pursuant to the indemnification set forth in Section 5 of this Agreement.
12. Neither party is allowed to assign or transfer this Agreement to any other person, group or organization without the other party's prior written consent.
13. All notices to Licensor to be provided under this Agreement shall be provided to the following: **[INSERT NOTICE ADDRESS/EMAIL/PHONE NUMBER]**. Licensor shall timely notify Licensee of any changes to the preceding.
14. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
15. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[SIGNATURES ON FOLLOWING PAGE]

**LICENSEE:
SAN BERNARDINO COUNTY
FIRE PROTECTION DISTRICT**

LICENSOR:

By: _____
Name:
Title:

By: _____
Name:
Title:

Dated: _____

Dated: _____

Licensee Notice Address:
San Bernardino County Fire Protection District
157 W. 5th Street, 2nd Floor
San Bernardino, CA 92415

Licensor Notice Address:

