



**Contract Number**

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**SAP Number**

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## Real Estate Services Department

<b>Department Contract Representative</b>	<u>Terry W. Thompson, Director</u>
<b>Telephone Number</b>	<u>(909) 387-5252</u>
<b>Contractor</b>	<u>Arrowhead Arts Association, Inc.</u>
<b>Contractor Representative</b>	<u>Sharon McCormick, President</u>
<b>Telephone Number</b>	<u>(909) 337-4296</u>
<b>Contract Term</b>	<u>Upon Full Execution for a term of five (5) years</u>
<b>Original Contract Amount</b>	<u>\$3,000</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$3,000</u>
<b>Cost Center</b>	<u>1300001408</u>
<b>GRC/PROJ/JOB No.</b>	<u>52004052</u>
<b>Internal Order No.</b>	<u></u>

### Briefly describe the general nature of the contract:

This License Agreement is for a period of five (5) years, commencing upon full execution of the agreement. The Licensed premises consist of a total of approximately 750 square feet of exterior storage space located at the District-owned storage lot at 29419 Torrey Road, Lake Arrowhead. District shall receive monthly revenue in the amount of \$50.00.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

► Please see signature page  
Agnes Cheng, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

► \_\_\_\_\_  
Jim Miller, Real Property Manager, RESD

Date \_\_\_\_\_

## **COUNTY SERVICE AREA 70 D-1**

### **LICENSE AGREEMENT**

**LICENSEE:** Arrowhead Arts Association, Inc.  
P. O. Box 1930  
Lake Arrowhead, CA. 92352

**DISTRICT:** County Service Area 70 D-1  
157 West Fifth Street Second Floor  
San Bernardino, CA. 92415-0450

**PREMISES:** A total of approximately 750 square feet of exterior storage space located at  
29419 Torrey Road, Lake Arrowhead

**TERM OF LICENSE:** Five years

**COMMENCEMENT DATE OF LICENSE:** Upon full execution.

**COST:** \$50.00 per month

**DISTRICT CONTRACT NUMBER:**

**REV:** 09/08/2011

**TYPED:**

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## LICENSE AGREEMENT

1. **PARTIES:** This License ("LICENSE") is made between the County Service Area 70 D-1 ("DISTRICT"), and Arrowhead Arts Association, Inc. ("LICENSEE"), who agree as follows:

2. **PREMISES LICENSED:** DISTRICT grants to LICENSEE and LICENSEE accepts from DISTRICT a license for the non-exclusive use of a total of approximately 750 square feet of exterior storage space ("Premises") situated within a District-owned storage lot located at 29419 Torrey Road, Lake Arrowhead, as described in Exhibit "A", Premises.

3. **TERM:** The License's initial term ("Initial Term") shall commence on upon full execution of the agreement as evidenced by the date of last signature of the parties hereto ("Commencement Date") and shall continue for a period of five (5) years expiring on the date immediately prior to the fifth anniversary of the Commencement Date unless earlier terminated in accordance with this License.

4. **RENT:**

A. LICENSEE shall pay to DISTRICT monthly rental payments in advance on or before the first day of each month following the Commencement Date. During the first year of this License, the monthly rental payment shall equal Fifty and 00/100 Dollars (\$50.00). The monthly rental amount shall be subject to annual adjustment on the anniversary of the Commencement Date and each year thereafter based on the change in the Consumer Price Index as provided below:

The base for computing the adjustment is the Consumer Price Index ("C.P.I."), Pacific Cities and U.S. City Average, All Items, Los Angeles, Anaheim and Riverside, Urban Wage Earners and Clerical Workers (1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect two (2) months prior to the date of the commencement of the Initial Term ("Beginning Index"). The Index in effect six (6) months prior to the adjustment date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Beginning Index, the monthly rent for the following year (until the next rent adjustment) shall be set by multiplying the monthly rent in effect at the beginning of the Initial Term by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall the new monthly rent be more than three percent (3%) greater than the rent in effect immediately prior to the adjustment date then occurring. If the Index is changed so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

B. Rent for any partial month shall be prorated based on the actual number of days of the month.

Remit payment to: County Service Area 70 D-1  
157 West Fifth Street, Second Floor  
San Bernardino, CA. 92415-0450

C. If any fee is not paid when due and payable, LICENSEE shall pay to DISTRICT an additional amount of Fifty and 00/100 Dollars (\$50.00) for each overdue fee as an administrative processing charge. The parties agree that this administrative charge represents a fair and reasonable estimate of the costs that DISTRICT will incur by reason of late payment by LICENSEE. Acceptance of any administrative charge shall not constitute a waiver of LICENSEE's default with respect to the overdue amount or prevent DISTRICT from exercising any of the other rights and remedies available to DISTRICT. Fees not paid when due shall bear simple interest from date due at the rate of one and one-half percent (1½%) per month.

5. **EXPANSION OF PREMISES:** There is no expansion space available.
6. **RETURN OF PREMISES:** The LICENSEE agrees that it will, upon the termination of this LICENSE, return the Premises in a good condition and repair as the Premises now is or shall hereafter be put; reasonable wear and tear expected. LICENSEE shall also repair any damage to the Premises caused by LICENSEE or its employees, agents, and contractors during the term of the License.
7. **HOLDING OVER:** In the event the LICENSEE shall hold over and continue to use the Premises with the consent of the DISTRICT, expressed or implied, the use shall be deemed to be on a month-to-month term upon the same terms and conditions, as existed and prevailed at the time of the expiration of the term, except that rent shall during the period of the holdover be increased to one hundred fifty percent (150%) of the monthly rent payable immediately prior to termination of this License. If LICENSEE continues to use the Premises upon expiration or termination of the License and does so without the express written consent of the DISTRICT and after the DISTRICT has requested LICENSEE vacate the Premises, DISTRICT may recover damages permitted by law. Nothing contained in the LICENSE shall be construed as a waiving of any of DISTRICT's rights under the laws of the State of California.
8. **TAXES:** DISTRICT shall pay all real property taxes, and general and special assessments levied and assessed against the Premises.
9. **USE:** LICENSEE may use the Premises for only the following purpose: to store equipment and materials that are approved in writing by DISTRICT prior to use of the Premises except those specifically excluded as described in Paragraph 40, HAZARDOUS SUBSTANCES and those that pose fire, life, safety, or other hazards as determined by DISTRICT in its sole discretion. LICENSEE shall not have the right to change the equipment and materials permitted to be stored at the Premises without the prior written approval of DISTRICT. LICENSEE shall maintain the Premises, clean and free of trash and debris. LICENSEE must not use the Premises for any other purpose. LICENSEE acknowledges that the use of the Premises is not exclusive and that there is no separation of licensed premises at the DISTRICT-owned storage lot.

LICENSEE understands and agrees that the DISTRICT shall not be required to provide, nor shall DISTRICT provide, any security for the Premises whether for personal property and/or persons or otherwise. DISTRICT is not liable for any claims, actions, loss, damages, liabilities, or injuries to the person or property of any person whomsoever at any time arising out of this License from any cause whatsoever or however arising, including (without limitation) any acts, errors, or omissions of LICENSEE or Licensee's employees, agents, or contractors from the use of the Premises or any part thereof and such claims, actions, loss, damages, liabilities, and injuries to the person or property of LICENSEE or its employees, agents, or contractors shall be at the sole cost, expense, and responsibility of LICENSEE. LICENSEE on behalf of itself and its employees, agents, and contractors waives and releases DISTRICT from any such claims, actions, loss, damages, liabilities, or injuries however arising.

Notwithstanding the application of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially affected his or her settlement with the debtor."

LICENSEE, on behalf of itself and Licensee's employees, agents, or contractors expressly waives and relinquishes all rights and benefits afforded them by said Section 1542, and any and all similar laws of any State or territory of the United States. This agreement shall act as a release of future claims that may arise from the above-mentioned claims, actions, losses, damages, liabilities, and injuries whether currently known, unknown, foreseen, or unforeseen. The LICENSEE, on behalf of itself and LICENSEE's employees, agents, and contractors, understands and acknowledges the significance and consequences of such specific waiver of Section 1542 and hereby assumes full responsibility for any claims, actions, losses, damages, liabilities, and injuries that it or its employees, contractors, agents, and volunteers may hereafter incur.

10. **CONDITION OF PREMISES:** The Premises are provided to LICENSEE in its "AS-IS" condition without any representations or warranties by DISTRICT as to its condition or suitability for LICENSEE's intended use and LICENSEE expressly acknowledges that it assumes all risk in its use of the Premises, including without limitation, any risk of damage or loss regardless of cause to its personal property using the Premises.

11. **SIGNS:** LICENSEE shall not erect, maintain or display any signs or other forms of advertising upon the Premises without first obtaining the written approval of DISTRICT, which approval shall not be unreasonably withheld.

12. **ALTERATIONS:** LICENSEE shall not make any improvements or alterations to the Premises or install any fixtures thereon without DISTRICT's consent. At the option of DISTRICT, any such alterations, improvements, or fixtures shall either remain on and be surrendered with the Premises on expiration or termination of the LICENSE or be removed by LICENSEE at its cost on or before the termination of the License.

13. **UTILITIES:** DISTRICT shall not furnish or provide utilities to the Premises. LICENSEE shall not install any utilities without the prior written authorization of DISTRICT. In the event LICENSEE is authorized to install utilities by DISTRICT, LICENSEE shall be solely responsible for all service charges and related taxes for such utilities.

14. **INDEMNIFICATION:** The LICENSEE agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless the DISTRICT, the County of San Bernardino ("County"), and its respective authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this License from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the DISTRICT or County 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 LICENSEE's indemnification obligation applies to the DISTRICT's and County's "active" as well as "passive" negligence but does not apply to the DISTRICT's or County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

15. **INSURANCE REQUIREMENTS AND SPECIFICATIONS:**

A. DISTRICT is a self-insured public entity for purposes of professional liability, general liability and workers' compensation.

B. The LICENSEE agrees to provide insurance set forth in accordance with the requirements herein or may satisfy the requirements herein through membership in an approved program of self-insurance. If the LICENSEE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the LICENSEE agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the LICENSE hereunder. Without in anyway affecting the indemnity herein provided and in addition thereto, the LICENSEE shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

(1) **Workers' Compensation/Employers Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the LICENSEE and all risks to such persons under this LICENSE agreement.

If LICENSEE has no employees, it may certify or warrant to the DISTRICT that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the DISTRICT's Director of Risk Management.

If, LICENSEE is a non-profit corporation, organized under California or Federal law, volunteers for LICENSEE are required to be covered by Workers' Compensation insurance.

(2) Commercial/General Liability Insurance – The LICENSEE shall carry General Liability Insurance covering all operations performed by or on behalf of the LICENSEE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards
- (e) Personal injury
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

(3) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If LICENSEE is transporting one or more non-employee passengers in performance of services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If LICENSEE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(4) Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

(5) Commercial Property Insurance providing all risk coverage for the premises, building, fixtures, equipment and all property constituting a part of the premises. Coverage shall be sufficient to insure One Hundred percent (100%) of the replacement cost.

C. Additional Insured – All policies, except for the Workers' Compensation, shall contain endorsements naming the DISTRICT and County and their officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the use under this LICENSE hereunder. The additional insured endorsements shall not limit the scope of coverage for the DISTRICT and County to vicarious liability but shall allow coverage for the DISTRICT and County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

D. Waiver of Subrogation Rights – The LICENSEE shall require the carriers of required coverages to waive all rights of subrogation against the DISTRICT and County, their officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the LICENSEE and LICENSEE's employees or agents from waiving the right of subrogation prior to a loss or claim. The LICENSEE hereby waives all rights of subrogation against the DISTRICT and County.

E. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

F. Severability of Interests – The LICENSEE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the LICENSEE and the DISTRICT or between the DISTRICT and any other insured or additional insured under the policy.

G. Proof of Coverage – The LICENSEE shall furnish Certificates of Insurance to the San Bernardino Real Estate Services Department (RES D) administering the LICENSE evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to RES D, and LICENSEE shall maintain such insurance from the time LICENSEE commences use under the LICENSE hereunder until the end of the period of the LICENSE. Prior to commencement of this contract, the LICENSEE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H. Acceptability of Insurance Carrier – Unless otherwise approved by the DISTRICT Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

I. Insurance Review – Insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT’s Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the DISTRICT’s Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, the DISTRICT’s Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this LICENSE. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of RES D or DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of RES D or the DISTRICT.

J. Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the DISTRICT to give notice to immediately suspend all LICENSEE’s business activities on the Premises. Failure to reinstate said insurance within the (10) days of notice to do so shall be cause for termination and for forfeiture of this agreement, and/or DISTRICT, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by DISTRICT shall be repaid by LICENSEE to DISTRICT upon demand but only for the pro rata period of non-compliance.

DISTRICT shall have no liability for any premiums charged for such coverage(s). The inclusion of DISTRICT as additional named insured is not intended to and shall not make a partner or joint venturer with LICENSEE in LICENSEE’s operations.

K. The LICENSEE agrees to require all parties or subcontractors, or others it hires or contracts with related to the use of this LICENSE to provide insurance covering such use with the basic requirements and naming the DISTRICT as additional insured. LICENSEE agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required herein.

L. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of Ten Thousand and 00/100 Dollars (\$10,000) shall be declared to and approved by DISTRICT's Risk Management Department.

16. **DESTRUCTION OF PREMISES:** In the event that the Premises or any portion thereof is damaged or destroyed by a casualty, either party shall have the right to terminate this License by providing not less than thirty (30) days prior written notice to the other party.

17. **LICENSEE'S DEFAULT:** Except where another time limit is specifically provided, LICENSEE shall be in default of this License if LICENSEE fails or refuses to perform any provision of this License and such failure or refusal to perform is not cured within ten (10) days following LICENSEE's receipt of written notice of default from DISTRICT. If the default cannot reasonably be cured within ten (10) days, LICENSEE shall not be in default of this License if LICENSEE commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default to completion.

18. **DISTRICT'S REMEDIES ON LICENSEE'S DEFAULT:** DISTRICT, at any time after LICENSEE is in default, can terminate this License immediately upon written notice to LICENSEE or can cure the default at LICENSEE's cost. If DISTRICT at any time, by reason of LICENSEE's default, pays any sum or does any act that requires the payment of any sum (including charges for DISTRICT's employees and equipment), the sum paid by DISTRICT shall be due from LICENSEE to DISTRICT within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the DISTRICT is permitted by law to charge from the date the sum was paid by DISTRICT until DISTRICT is reimbursed by LICENSEE. If LICENSEE fails to reimburse DISTRICT as required by this paragraph, DISTRICT shall have the right to withhold from future rent due the sum DISTRICT has paid until DISTRICT is reimbursed in full for the sum and interest on it. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this License.

19. **DISTRICT'S ACCESS TO PREMISES:** DISTRICT and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

A. To determine whether the Premises are in good condition; and,

B. To serve, post, or keep posted any notices required by law; and,

C. DISTRICT shall exercise its rights to the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to LICENSEE.

20. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by United States first-class mail, postage prepaid, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if notice is sent by United States first class mail, postage prepaid, certified or registered, return receipt requested.

LICENSEE's address: Arrowhead Arts Association, Inc.  
P. O. Box 1930  
Lake Arrowhead, CA. 92352

DISTRICT's address: County Service Area 70 D-1  
157 West Fifth Street Second Floor  
San Bernardino, CA. 92415-0450

With a copy to:

County Service Area 70 D-1  
c/o Real Estate Services Department  
385 North Arrowhead Avenue  
San Bernardino, CA. 92415-0180

21. **INCORPORATION OF PRIOR AGREEMENT:** This LICENSE contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this LICENSE, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.
22. **WAIVERS:** No waiver by either party of any provisions of this LICENSE shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions
23. **AMENDMENTS:** No provision of this LICENSE may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this LICENSE.
24. **SUCCESSORS:** This LICENSE shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
25. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this LICENSE is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this LICENSE or any other portion thereof.
26. **TIME OF ESSENCE:** Time is of the essence of each provision of this LICENSE which specifies a time within which performance is to occur. In the absence of any specific time for performance, performance may be made within a reasonable time.
27. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.
28. **CONSENT:** Whenever consent or approval of either party is required that party shall not unreasonably withhold, condition or delay such consent or approval.
29. **EXHIBITS:** All exhibits referred to are attached to this LICENSE and incorporated by reference.
30. **LAW:** This LICENSE shall be construed and interpreted in accordance with the laws of the State of California.
31. **VENUE:** The parties acknowledge and agree that this LICENSE was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this LICENSE will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this LICENSE, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino.
32. **ATTORNEYS' FEES AND COSTS:** 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 paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against the DISTRICT, including such costs and attorneys' fees payable under **Paragraph 14, INDEMNIFICATION**, and **Paragraph 38, PUBLIC RECORDS DISCLOSURE**.
33. **TERMINATION:** Either party may terminate this LICENSE Agreement with or without cause upon not less than thirty (30) days written notice to the other party prior to the effective termination date. The Director of

the Real Estate Services Department shall have the authority to give the LICENSEE notice of any termination pursuant to this paragraph. In the event either party terminates this LICENSE pursuant to this paragraph, the DISTRICT shall be entitled to the rent which will have been earned at the date of termination of this LICENSE. Upon termination of this License for any cause pursuant to the provisions herein, LICENSEE shall immediately remove all stored personal property from the Premises located at District-owned storage lot.

34. **CAPTIONS, TABLE OF CONTENTS AND COVER PAGE:** The paragraph captions, table of contents and the cover page of this LICENSE shall have no effect on its interpretations.

35. **SURVIVAL:** The obligations of the parties that, by their nature, continue beyond the term of this LICENSE, will survive the termination of this LICENSE.

36. **FORMER DISTRICT OFFICIALS:** LICENSEE agrees to provide or has already provided information on former DISTRICT administrative officials (as defined below) who are employed by or represent LICENSEE. The information provided includes a list of former DISTRICT administrative officials who terminated DISTRICT employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, "DISTRICT administrative official" is defined as a member of the Board of Supervisors or such officer's staff, DISTRICT Administrative Officer or member of such officer's staff, DISTRICT'S department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. (See Exhibit "B", List of Former District Officials.)

37. **BROKER'S COMMISSIONS:** LICENSEE is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this LICENSE.

38. **PUBLIC RECORDS DISCLOSURE:** All information received by the DISTRICT from the LICENSEE or any source concerning this LICENSE, including the LICENSE itself, may be treated by the DISTRICT as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). LICENSEE understands that although all materials received by the DISTRICT in connection with this LICENSE are intended for the exclusive use of the DISTRICT, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LICENSEE has reasonably requested DISTRICT to hold in confidence is made to the DISTRICT, the DISTRICT shall notify the LICENSEE of the request and shall thereafter disclose the requested information unless the LICENSEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides DISTRICT a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold the DISTRICT harmless in any/all actions brought to require disclosure. LICENSEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event DISTRICT fails to notify LICENSEE of any such disclosure request and/or releases any information concerning this LICENSE received from the LICENSEE or any other source.

39. **ASSIGNMENT AND SUBLETTING:** LICENSEE shall not voluntarily assign or encumber its interest in this LICENSE or in the Premises or sublicense, all or any part of the Premises, or allow any other person or entity (except LICENSEE's authorized representatives) to use all or any part of the Premises, without first obtaining DISTRICT's consent. Any assignment, encumbrance, or sublicense without DISTRICT's consent shall be voidable and, at DISTRICT's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

40. **HAZARDOUS SUBSTANCES:**

A. Definition. For purposes of this License, the term "Hazardous Substance" means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.;

the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Sections 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; California Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; California Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Sections 1300 et seq, all as amended, (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) asbestos.

B. LICENSEE shall not permit, authorize, or suffer at any time herein relevant the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Premises of any hazardous substance, or the transportation to or from the Premises of any hazardous substance.

C. LICENSEE shall be solely responsible, at its cost, for any violation of applicable Hazardous Substances laws that is caused by the LICENSEE or its employees, agents, contractors and invitees. LICENSEE shall further indemnify (with counsel acceptable to DISTRICT), protect, defend and hold DISTRICT and County and their officers, agents, employees, and volunteers and the Premises and the District-owned storage lot, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties and loss of permits (including DISTRICT's and County's attorneys' and consultants' fees) arising out of or involving any Hazardous Substances present on, used, manufactured, handled, generated, stored, treated, discharged, released, buried, disposed, or brought onto the Premises or the District-owned storage lot by or for LICENSEE, its employees, agents, contractors, invitees, or by anyone under LICENSEE's control. LICENSEE's obligations under this paragraph shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by LICENSEE or by anyone under LICENSEE's control, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this License. No termination, cancellation or release agreement entered into by DISTRICT and LICENSEE shall release LICENSEE from its obligations under this License with respect to Hazardous Substances, unless specifically so agreed by DISTRICT in writing at the time of such agreement.

D. LICENSEE shall comply with all applicable laws, statutes, regulations, and orders concerning Hazardous Substances, as defined in subparagraph 40.1, regarding its use of the Premises.

E. LICENSEE shall immediately inform DISTRICT of any release of Hazardous Substances or violation of Hazardous Substances obligations caused by LICENSEE or its employees, agents, contractors and invitees. Upon reasonable notice to LICENSEE, DISTRICT may inspect the Premises to determine if any release of Hazardous Substances or Hazardous Substances violations have occurred, or may occur, from or related to LICENSEE's use of the Premises, LICENSEE shall also remove all residue of Hazardous Substances related thereto.

41. **MATERIAL MISREPRESENTATION:** If during the course of the administration of this LICENSE, the DISTRICT determines that the LICENSEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the DISTRICT, this LICENSE may be immediately

terminated. If this LICENSE is terminated according to this provision, the DISTRICT is entitled to pursue any available legal remedies.

42. **INTERPRETATIONS:** As this LICENSE was jointly prepared by both parties, the language in all parts of this LICENSE shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

43. **LICENSES AND CERTIFICATIONS:** LICENSEE agrees that it will acquire and maintain those certifications, licenses, approvals and permits required by any Federal, State or local jurisdiction or authority for its use of the Premises. Failure to comply with this provision will constitute a default and right to terminate by the DISTRICT.

44. **AUTHORIZED SIGNATORS:** Each party to this LICENSE represent that its signators executing this document are fully authorized to enter into this agreement.

45. **COUNTERPARTS.** This License 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. For purposes of this License only, the parties shall be entitled to sign and transmit an electronic signature of this License (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to execute and deliver to the other party an original signed License upon request. Unless expressly otherwise set forth in an amendment, any subsequent amendments to the License shall be executed by original signatures only.

**END OF LICENSE TERMS**

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**COUNTY SERVICE AREA 70 D-1**

**LICENSEE: ARROWHEAD ARTS ASSOCIATION,  
INC.**

By: \_\_\_\_\_  
Curt Hagman, Chairman  
Board of Directors

By: \_\_\_\_\_

Name Sharon McCormick

Date: \_\_\_\_\_

Title: President

SIGNED AND CERTIFIED THAT  
A COPY OF THIS DOCUMENT  
HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD

Date: \_\_\_\_\_

LYNNA MONELL, Clerk of the Board of  
Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Approved as to Legal Form:

MICHELLE D. BLAKEMORE, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
Agnes Cheng, Deputy County Counsel

Date: \_\_\_\_\_  
110568.13

**EXHIBIT "A"**  
**PREMISES DEPICTION**



**Exterior Storage Space-Licensed Area**  
**29419 Torrey Road Lake Arrowhead, CA.**



**EXHIBIT "B"**

**LIST OF FORMER DISTRICT or COUNTY OFFICIALS**

**INSTRUCTIONS:** List the full name of the former COUNTY or DISTRICT Administrative Official, the title/description of the Official's last position with the COUNTY or DISTRICT, the date the Official terminated COUNTY or DISTRICT employment, the Official's current employment and/or representative capacity with the LICENSEE, the date the Official entered LICENSEE's employment and/or representation.

**OFFICIAL'S NAME: REQUIRED INFORMATION**